

Tab A:

Signed PDF of the Excel Application(MANDATORY)

2023 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**
Richmond, VA Time On **March 16, 2023**

Tax Exempt Bonds

Applications should be received at VHDA at least one month before the bonds are *priced* (if bonds issued by VHDA), or 75 days before the bonds are *issued* (if bonds are not issued by VHDA)



Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220-6500

INSTRUCTIONS FOR THE VIRGINIA 2023 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

An electronic copy of your completed application is a mandatory submission item.

Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 16, 2023**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

- 1. Application For Reservation – the active Microsoft Excel workbook**
- 2. A PDF file which includes the following:**
 - Application For Reservation – Signed version of hardcopy
 - All application attachments (i.e. tab documents, excluding market study and plans & specs)
- 3. Market Study – PDF or Microsoft Word format**
- 4. Plans - PDF or other readable electronic format**
- 5. Specifications - PDF or other readable electronic format (may be combined into the same file as the plans if necessary)**
- 6. Unit-By-Unit work write up (rehab only) - PDF or other readable electronic format**

IMPORTANT:

Virginia Housing only accepts files via our work center sites on Procorem. Contact TaxCreditApps@virginiahousing.com for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the Virginia Housing LIHTC Allocation Department staff.

Disclaimer:

Virginia Housing assumes no responsibility for any problems incurred in using this spreadsheet or for the accuracy of calculations. Check your application for correctness and completeness before submitting the application to Virginia Housing.

Entering Data:

Enter numbers or text as appropriate in the blank spaces highlighted in yellow. Cells have been formatted as appropriate for the data expected. All other cells are protected and will not allow changes.

Please Note:

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

Assistance:

If you have any questions, please contact the Virginia Housing LIHTC Allocation Department. Please note that we cannot release the copy protection password.

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	jd.bondurant@virginiahousing.com	(804) 343-5725
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
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Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
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2023 Low-Income Housing Tax Credit Application For Reservation

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2023 Low-Income Housing Tax Credit Application For Reservation

Please indicate if the following items are included with your application by putting an 'X' in the appropriate boxes. Your assistance in organizing the submission in the following order, and actually using tabs to mark them as shown, will facilitate review of your application. **Please note that all mandatory items must be included for the application to be processed.** The inclusion of other items may increase the number of points for which you are eligible under Virginia Housing's point system of ranking applications, and may assist Virginia Housing in its determination of the appropriate amount of credits that may be reserved for the development.

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion (MANDATORY) |
| <input type="checkbox"/> | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool) |
| | The following documents need not be submitted unless requested by Virginia Housing: |
| | -Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status |
| | -Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable) |
| <input type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY) |
| <input type="checkbox"/> | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input checked="" type="checkbox"/> | K.2 Location Map |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input checked="" type="checkbox"/> | Tab P: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances |
| <input type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected) |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |
| <input type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation |
| <input type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input type="checkbox"/> | Tab AB: Social Disadvantage Certification |

VHDA TRACKING NUMBER

2023-C-53

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/15/2023

16. Local Needs and Support

- a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County Administrator of the political jurisdiction in which the development will be located:

Chief Executive Officer's Name: Cynthia D. Rohlf
 Chief Executive Officer's Title: City Manager Phone: 757-926-8411
 Street Address: 2400 Washington Avenue
 City: Newport News State: VA Zip: 23607

Name and title of local official you have discussed this project with who could answer questions for the local CEO:

Tricia F. Wilson, Business Development Specialist, 757-926-3793

- b. If the development overlaps another jurisdiction, please fill in the following:

Chief Executive Officer's Name: _____
 Chief Executive Officer's Title: _____ Phone: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

Name and title of local official you have discussed this project with who could answer questions for the local CEO:

Cynthia d. Rohl

ACTION: Provide Locality Notification Letter at **Tab M** if applicable.

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

a. If requesting 9% Credits, select credit pool:

Local Housing Authority Pool

or

b. If requesting Tax Exempt Bonds, select development type:

For Tax Exempt Bonds, where are bonds being issued?

ACTION: Provide Inducement Resolution at TAB Y (if available)

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

a.

Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2023.

b.

Carryforward Allocation means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2023, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

Note regarding Type = Acquisition and Rehabilitation: Even if you acquired a building this year and "placed it in service" for the purpose of the acquisition credit, you cannot receive its acquisition 8609 form until the rehab 8609 is issued for that building.

4. Is this an additional allocation for a development that has buildings not yet placed in service?

FALSE

5. Planned Combined 9% and 4% Developments

a. A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application.

FALSE

If true, provide name of companion development:

a. Has the developer met with Virginia Housing regarding the 4% tax exempt bond deal?

FALSE

b. List below the number of units planned for each allocation request. This stated split of units cannot be changed or 9% Credits will be cancel

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

6. Extended Use Restriction

Note: Each recipient of an allocation of credits will be required to record an Extended Use Agreement as required by the IRC governing the use of the development for low-income housing for at least 30 years. Applicant waives the right to pursue a Qualified Contract.

Must Select One: 30

Definition of selection:

Development will be subject to the standard extended use agreement of 15 extended use period (after the mandatory 15-year compliance period.)

7. Virginia Housing would like to encourage the efficiency of electronic payments. Indicate if developer commits to submitting any payments due the Authority, including reservation fees and monitoring fees, by electronic payment (ACH or Wire).

TRUE

In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.

C. OWNERSHIP INFORMATION

NOTE: Virginia Housing may allocate credits only to the tax-paying entity which owns the development at the time of the allocation. The term "Owner" herein refers to that entity. Please fill in the legal name of the owner. The ownership entity must be formed prior to submitting this application. Any transfer, direct or indirect, of partnership interests (except those involving the admission of limited partners) prior to the placed-in-service date of the proposed development shall be prohibited, unless the transfer is consented to by Virginia Housing in its sole discretion. **IMPORTANT: The Owner name listed on this page must exactly match the owner name listed on the Virginia State Corporation Commission Certification.**

1. Owner Information:

Must be an individual or legally formed entity.

Owner Name: Choice Neighborhood V-Downtown LLC

Developer Name: Choice Neighborhood V-Downtown

Contact: M/M Mrs. First: Karen MI: R Last: Wilds

Address: 227 27th St., P.O. Box 797

City: Newport News St. VA Zip: 23607

Phone: (757) 928-2620 Ext. Fax:

Email address: kwilds@nnrha.org

Federal I.D. No. 922736903 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: Limited Liability Company Formation State: VA

Additional Contact: Please Provide Name, Email and Phone number.
Sherif Ismail sismail@pennrose.com 571-426-1156

- ACTION:** a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**
 b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**

2. a. Principal(s) of the General Partner: List names of individuals and ownership interest.

Names **	Phone	Type Ownership	% Ownership
Newport News Redevelopment and Housing Authority	(757) 928-2662	Shareholder	51.000%
Hunt Companies Inc	(267) 386-8600	Shareholder	19.380%
Richard K Barnhart	(267) 386-8600	Shareholder	11.025%
Mark H Dambly	(267) 386-8600	Shareholder	11.025%
Timothy I Henkel	(267) 386-8600	Shareholder	7.350%
James C Hunt	(267) 386-8600	Shareholder	0.020%
W.L. Hunt & ML Hunt			0.200%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%

The above should include 100% of the GP or LLC member interest.

C. OWNERSHIP INFORMATION

****** These should be the names of individuals who make up the General Partnership, not simply the names of entities which may comprise those components.

ACTION:

- a. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
- b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

b. Indicate if at least one principal listed above with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual. **FALSE**

ACTION: If true, provide Socially Disadvantaged Certification **(TAB AB)**

3. Developer Experience:

May select one or more of the following choices:

TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.
Action: Provide one 8609 from qualifying development. **(Tab P)**

TRUE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)
Action: Provide one 8609 from each qualifying development. **(Tab P)**

TRUE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.
Action: Provide documentation as stated in the manual. **(Tab P)**

D. SITE CONTROL

NOTE: Site control by the Owner identified herein is a mandatory precondition of review of this application. Documentary evidence in the form of either a deed, option, purchase contract or lease for a term longer than the period of time the property will be subject to occupancy restrictions must be included herewith. (For 9% Competitive Credits - An option or contract must extend beyond the application deadline by a minimum of four months.)

Warning: Site control by an entity other than the Owner, even if it is a closely related party, is not sufficient. Anticipated future transfers to the Owner are not sufficient. The Owner, as identified previously, must have site control at the time this Application is submitted.

NOTE: If the Owner receives a reservation of credits, the property must be titled in the name of or leased by (pursuant to a long-term lease) the Owner before the allocation of credits is made.

Contact Virginia Housing before submitting this application if there are any questions about this requirement.

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Option

Expiration Date: 3/10/2026

In the Option or Purchase contract - Any contract for the acquisition of a site with an existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, if any, at such level required by Virginia Housing. See QAP for further details.

ACTION: Provide documentation and most recent real estate tax assessment - **Mandatory TAB E**

FALSE There is more than one site for development and more than one form of site control.

(If **True**, provide documentation for each site specifying number of existing buildings on the site (if any), type of control of each site, and applicable expiration date of stated site control. A site control document is required for each site (**Tab E**.)

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

a. FALSE Owner already controls site by either deed or long-term lease.

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 3/10/2026 .

c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner.

(If c is **True**, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (**Tab E**.)

D. SITE CONTROL

3. Seller Information:

Name: Newport News Redevelopment and Housing Authority
 Address: 227 27th St. P.O. Box 797
 City: Newport News St.: VA Zip: 23607
 Contact Person: Karen R. Wilds Phone: (757) 928-2662

There is an identity of interest between the seller and the owner/applicant..... TRUE

If above statement is **TRUE**, complete the following:

Principal(s) involved (e.g. general partners, controlling shareholders, etc.)

Names	Phone	Type Ownership	% Ownership
Purchaser			
Choice Neighborhood V-Downtown LLC	#####		0.00%
Karen R Wilds, President	#####	Shareholder	51.00%
Seller			0.00%
Newport News Redevelopment & Housing Authority			0.00%
Karen R. Wilds, Executive Director	#####	sharholder	49.00%
			0.00%

needs ownership %
needs ownership %
needs ownership %
needs ownership %

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

- Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Disabled Veteran as defined in manual.

ACTION: Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

1. Tax Attorney:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
2. Tax Accountant:	Mike Cumming	This is a Related Entity.	FALSE
Firm Name:	Cohn Reznick	DEI Designation?	FALSE
Address:	500 E Pratt St, 4th Floor, Baltimore, MD 21202		
Email:	mike.cumming@cohnreznick.com	Phone:	(410) 895-7822
3. Consultant:	Patrick Stewart	This is a Related Entity.	FALSE
Firm Name:	Pennrose, LLC	DEI Designation?	FALSE
Address:	1501 St. Paul Street, Suite 118 Baltimore, MD		
Email:	pstewart@pennrose.com	Role:	Developer
		Phone:	(267) 386-8600
4. Management Entity:	Lisa Delguidice-Bove	This is a Related Entity.	TRUE
Firm Name:	Pennrose Management Company	DEI Designation?	FALSE
Address:	One Brewery Park 1301 North 31st Street Philadelphia, PA 19121		
Email:	ldelguidicebove@pennrose.com	Phone:	(267) 386-8600
5. Contractor:	Brian Revere	This is a Related Entity.	FALSE
Firm Name:	Breeden Construction	DEI Designation?	FALSE
Address:	1700 Bayberry Court Suite 200 Richmond, VA 23226		
Email:	brianr@breedenconstruction.com	Phone:	(804) 364-4600
6. Architect:	Joseph Healy	This is a Related Entity.	FALSE
Firm Name:	WRT, LLC	DEI Designation?	FALSE
Address:	1700 Market Street, Suite 2800, Philadelphia, PA 19130		
Email:	jhealy@wrtdesign.com	Phone:	(215) 772-1474
7. Real Estate Attorney:	Amy McClain	This is a Related Entity.	FALSE
Firm Name:	Ballard Spahr	DEI Designation?	FALSE
Address:	300 E Lombard St, 18th Flr, Baltimore, MD 21201		
Email:	mcclaina@ballardspahr.com	Phone:	(410) 528-5592
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
Action: If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, when was the most recent year that this development received credits? **0**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**
Action: (If True, provide required form in **TAB Q**)

Note: If there is an identity of interest between the applicant and the seller in this proposal, and the applicant is seeking points in this category, then the applicant must either waive their rights to the developer's fee or other fees associated with acquisition, or obtain a waiver of this requirement from Virginia Housing prior to application submission to receive these points.

- i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... **TRUE**
- ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline..... **FALSE**

2. Ten-Year Rule For Acquisition Credits

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... **FALSE**
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... **FALSE**
 - i. Subsection (I)..... **FALSE**
 - ii. Subsection (II)..... **FALSE**
 - iii. Subsection (III)..... **FALSE**
 - iv. Subsection (IV)..... **FALSE**
 - v. Subsection (V)..... **FALSE**
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... **FALSE**
- d. There are different circumstances for different buildings..... **FALSE**
Action: (If True, provide an explanation for each building in Tab K)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... **FALSE**

- b. **Minimum Expenditure Requirements**
 - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **FALSE**
 - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**
 - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**
 - iv. There are different circumstances for different buildings..... **FALSE**
Action: (If True, provide an explanation for each building in Tab K)

G. NONPROFIT INVOLVEMENT

Applications for 9% Credits - Section must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section must be completed to obtain points for nonprofit involvement.

1. Tax Credit Nonprofit Pool Applicants: To qualify for the nonprofit pool, an organization (described in IRC Section 501(c)(3) or 501(c)(4) and exempt from taxation under IRC Section 501(a)) should answer the following questions as TRUE:

- FALSE a. Be authorized to do business in Virginia.
FALSE b. Be substantially based or active in the community of the development.
FALSE c. Materially participate in the development and operation of the development throughout the compliance period...
FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
FALSE e. Not be affiliated with or controlled by a for-profit organization.
FALSE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
FALSE g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

2. All Applicants: To qualify for points under the ranking system, the nonprofit's involvement need not necessarily satisfy all of the requirements for participation in the nonprofit tax credit pool.

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... FALSE (If false, skip to #3.)

Action: If there is nonprofit involvement, provide completed Non Profit Questionnaire (Mandatory TAB I).

B. Type of involvement:

Nonprofit meets eligibility requirement for points only, not pool..... FALSE

or

Nonprofit meets eligibility requirements for nonprofit pool and points..... FALSE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: [Yellow box]

Name: [Yellow box]

Contact Person: [Yellow box]

Street Address: [Yellow box]

City: [Yellow box] State: [Yellow box] Zip: [Yellow box]

Phone: [Yellow box] Contact Email: [Yellow box]

G. NONPROFIT INVOLVEMENT

D. Percentage of Nonprofit Ownership (All nonprofit applicants):

Specify the nonprofit entity's percentage ownership of the general partnership interest: 0.0%

3. Nonprofit/Local Housing Authority Purchase Option/Right of First Refusal

A. TRUE After the mandatory 15-year compliance period, a qualified nonprofit or local housing authority will have the option to purchase or the right of first refusal to acquire the development for a price not to exceed the outstanding debt and exit taxes. Such debt must be limited to the original mortgage(s) unless any refinancing is approved by the nonprofit. See manual for more specifics.

Action: Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. **(TAB V)**
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

Name of qualified nonprofit: _____

or indicate true if Local Housing Authority..... TRUE

Name of Local Housing Authority Newport News Redevelopment & Housing Authority

B. FALSE A qualified nonprofit or local housing authority submits a homeownership plan committing to sell the units in the development after the mandatory 15-year compliance period to tenants whose incomes shall not exceed the applicable income limit at the time of their initial occupancy.

Action: Provide Homeownership Plan **(TAB N)**

NOTE: Applicant is required to waive the right to pursue a Qualified Contract.

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	73	bedrooms	141
Total number of rental units in development	73	bedrooms	141
Number of low-income rental units	44	bedrooms	89
Percentage of rental units designated low-income	60.27%		
b. Number of new units:.....	73	bedrooms	141
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		108,015.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		7,138.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		3,388.00	
g. Total Usable Residential Heated Area.....		97,489.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	1.490		
j. Locality has approved a final site plan or plan of development.....		FALSE	
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....		FALSE	

Definition:

The structure is historic, by virtue of being listed individually in the National Register of Historic Places, or due to its location in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district, and the rehabilitation will be completed in such a manner as to be eligible for historic rehabilitation tax credits.

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

a. Specify the average size and number per unit type (as indicated in the Architect's Certification):

Note: Average sq foot should include the prorata of common space.

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	687.00	SF	8	14
2BR Garden	1008.24	SF	27	50
3BR Garden	1387.00	SF	9	9
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			44	73

Note: Please be sure to enter the values in the appropriate unit category. If not, errors will occur on the self scoresheet.

3. Structures

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: Retail space
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
 - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
 - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
 - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

H. STRUCTURE AND UNITS INFORMATION

g. Indicate **True** for all development's structural features that apply:

i. Row House/Townhouse	FALSE	v. Detached Single-family	FALSE
ii. Garden Apartments	TRUE	vi. Detached Two-family	FALSE
iii. Slab on Grade	TRUE	vii. Basement	FALSE
iv. Crawl space	FALSE		

h. Development contains an elevator(s).	TRUE
If true, # of Elevators.	2
Elevator Type (if known)	

i. Roof Type	▶	Combination
j. Construction Type	▶	Frame
k. Primary Exterior Finish	▶	Brick

4. Site Amenities (indicate all proposed)

a. Business Center.....	FALSE	f. Limited Access.....	TRUE
b. Covered Parking.....	TRUE	g. Playground.....	FALSE
c. Exercise Room.....	TRUE	h. Pool.....	FALSE
d. Gated access to Site.....	FALSE	i. Rental Office.....	TRUE
e. Laundry facilities.....	FALSE	j. Sports Activity Ct..	FALSE
		k. Other:	

l. Describe Community Facilities:

m. Number of Proposed Parking Spaces	73
Parking is shared with another entity	TRUE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop.

TRUE

If **True**, Provide required documentation (**TAB K3**).

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
 - i. A location map with development clearly defined.
 - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
 - iii. Sketch plans of all building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas
 - c. Sketch floor plan(s) of typical dwelling unit(s)
 - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
 - i. Phase I environmental assessment.
 - ii. Physical needs assessment for any rehab only development.

NOTE: All developments must meet Virginia Housing's **Minimum Design and Construction Requirements**. By signing and submitting the Application for Reservation of LIHTC, the applicant certifies that the proposed project budget, plans & specifications and work write-ups incorporate all necessary elements to fulfill these requirements.

6. Market Study Data: (MANDATORY)

Obtain the following information from the **Market Study** conducted in connection with this tax credit application:

Project Wide Capture Rate - LIHTC Units	1.10%
Project Wide Capture Rate - Market Units	1.30%
Project Wide Capture Rate - All Units	1.20%
Project Wide Absorption Period (Months)	2

J. ENHANCEMENTS

Each development must meet the following baseline energy performance standard applicable to the development's construction category.

- a. **New Construction:** must meet all criteria for EPA EnergyStar certification.
- b. **Rehabilitation:** renovation must result in at least a 30% performance increase or score an 80 or lower on the HERS Index.
- c. **Adaptive Reuse:** must score a 95 or lower on the HERS Index.

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

Indicate **True** for the following items that apply to the proposed development:

ACTION: Provide RESNET rater certification (**TAB F**)

ACTION: Provide Internet Safety Plan and Resident Information Form (**Tab W**) if corresponding options selected below.

REQUIRED:**1. For any development, upon completion of construction/rehabilitation:**

- | | |
|--------|--|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided. |
| 51.00% | b1. Percentage of brick covering the exterior walls. |
| 49.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill). |
| TRUE | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| FALSE | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| | f. <i>Not applicable for 2022 Cycles</i> |
| FALSE | g. Each unit is provided free individual high speed internet access. |
| | or |
| TRUE | h. Each unit is provided free individual WiFi access. |
| TRUE | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| | or |
| FALSE | j. Full bath fans are equipped with a humidistat. |
| TRUE | k. Cooking surfaces are equipped with fire prevention features |
| | or |
| FALSE | l. Cooking surfaces are equipped with fire suppression features. |
| FALSE | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| | or |
| TRUE | n. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | o. All interior doors within units are solid core. |
| TRUE | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| TRUE | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| 20% | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) |
| TRUE | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet. |

J. ENHANCEMENTS

For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

2. Green Certification

- a. Applicant agrees to meet the base line energy performance standard applicable to the development's construction category as listed above.

The applicant will also obtain one of the following:

- | | | | |
|--------------------------------|--|--------------------------------|--|
| <input type="checkbox"/> FALSE | Earthcraft Gold or higher certification | <input type="checkbox"/> FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE | U.S. Green Building Council LEED certification | <input type="checkbox"/> TRUE | Enterprise Green Communities (EGC) Certification |

If Green Certification is selected, no points will be awarded for d. Watersense Bathroom fixtures above.

Action: If seeking any points associated Green certification, provide appropriate documentation at **TAB F**.

- b. Applicant will pursue one of the following certifications to be awarded points on a future development application. (Failure to reach this goal will not result in a penalty.)

- | | | | |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|

3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)

- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 73 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

100% of Total Rental Units

- 4. TRUE Market-rate units' amenities are substantially equivalent to those of the low income units.

If not, please explain:



Architect of Record initial here that the above information is accurate per certification statement within this application.

I. UTILITIES

1. Utilities Types:

- a. Heating Type Electric Forced Air
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Electric

2. Indicate True if the following services will be included in Rent:

- | | | | |
|---------------------|--------------|----------------|--------------|
| Water? | <u>FALSE</u> | Heat? | <u>FALSE</u> |
| Hot Water? | <u>FALSE</u> | AC? | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer? | <u>TRUE</u> |
| Cooking? | <u>FALSE</u> | Trash Removal? | <u>TRUE</u> |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	18	20	21	0
Air Conditioning	0	9	12	16	0
Cooking	0	5	7	9	0
Lighting	0	19	26	33	0
Hot Water	0	12	15	18	0
Water	0	18	29	46	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$81	\$109	\$143	\$0

3. The following sources were used for Utility Allowance Calculation (Provide documentation **TAB R**).

- a. TRUE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. FALSE Local PHA
- e. FALSE Other: _____

Warning: The Virginia Housing housing choice voucher program utility schedule shown on VirginiaHousing.com should not be used unless directed to do so by the local housing authority.

K. SPECIAL HOUSING NEEDS

NOTE: Any Applicant commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.

1. **Accessibility:** Indicate **True** for the following point categories, as appropriate.

Action: Provide appropriate documentation (**Tab X**)

TRUE

a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

(iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

Documentation from source of assistance must be provided with the application.

Note: Subsidies may apply to any units, not only those built to satisfy Section 504.

FALSE

b. Any development in which ten percent (10%) of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

For items a or b, all common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.



Architect of Record initial here that the above information is accurate per certification statement within this application.

2. **Special Housing Needs/Leasing Preference:**

a. If not general population, select applicable special population:

FALSE

Elderly (as defined by the United States Fair Housing Act.)

FALSE

Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only

TRUE

Supportive Housing (as described in the Tax Credit Manual)

Action: Provide Permanent Supportive Housing Certification (**Tab S**)

K. SPECIAL HOUSING NEEDS

b. The development has existing tenants and a relocation plan has been developed..... FALSE

(If True, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

Action: Provide Relocation Plan and Unit Delivery Schedule (Mandatory if tenants are displaced - Tab J)

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: Yes

Organization which holds waiting list: Newport News Redevelopment and Housing Authority

Contact person: Carl Williamson

Title: Director of Housing

Phone Number: #####

Action: Provide required notification documentation (TAB L)

b. Leasing preference will be given to individuals and families with children..... TRUE

(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 9

% of total Low Income Units 20%

NOTE: Development must utilize a Virginia Housing Certified Management Agent. Proof of management certification must be provided before 8609s are issued.

Action: Provide documentation of tenant disclosure regarding Virginia Housing Rental Education (Mandatory - Tab U)

4. Target Population Leasing Preference

Unless prohibited by an applicable federal subsidy program, each applicant shall commit to provide a leasing preference to individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the units in the development at any given time. The applicant may not impose tenant selection criteria or leasing terms with respect to individuals receiving this preference that are more restrictive than the applicant's tenant selection criteria or leasing terms applicable to prospective tenants in the development that do not receive this preference, the eligibility criteria for the rental assistance from the Commonwealth, or any eligibility criteria contained in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.

Primary Contact for Target Population leasing preference. The agency will contact as needed.

First Name: Lisa

Last Name: Delgiudice-Bove

Phone Number: (267) 386-8600

Email: ldelgiudicebove@pennrose.com

K. SPECIAL HOUSING NEEDS

5. Resident Well-Being Action: Provide appropriate documentation for any selection below (Tab S)

- FALSE a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services (as defined in the manual).
- FALSE b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- FALSE c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

6. Rental Assistance

a. Some of the low-income units do or will receive rental assistance..... TRUE

b. Indicate True if rental assistance will be available from the following

- TRUE Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE Section 8 New Construction Substantial Rehabilitation
- FALSE Section 8 Moderate Rehabilitation
- FALSE Section 811 Certificates
- TRUE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- FALSE Section 8 Vouchers
*Administering Organization: _____
- FALSE State Assistance
*Administering Organization: _____
- FALSE Other: _____

c. The Project Based vouchers above are applicable to the 30% units seeking points.

TRUE

i. If True above, how many of the 30% units will not have project based vouchers?

d. Number of units receiving assistance:

How many years in rental assistance contract?

Expiration date of contract:

There is an Option to Renew..... TRUE

Action: Contract or other agreement provided (TAB Q).

e. How many of the units in this development are already considered Public Housing?

L. UNIT DETAILS

1. Set-Aside Election:

UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY

Note: In order to qualify for any tax credits, a development must meet one of three minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test), (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	6.85%	30% Area Median
8	10.96%	40% Area Median
12	16.44%	50% Area Median
19	26.03%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
29	39.73%	Market Units
73	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	6.85%	30% Area Median
8	10.96%	40% Area Median
12	16.44%	50% Area Median
19	26.03%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
29	39.73%	Market Units
73	100.00%	Total

- b. The development plans to utilize average income..... **FALSE**
 If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?
 20-30% Levels **FALSE** 40% Levels **FALSE** 50% levels **FALSE**

2. Unit Detail

FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID

In the following grid, add a row for each unique unit type planned within the development. Enter the appropriate data for both tax credit and market rate units.

 Architect of Record initial here that the information below is accurate per certification statement within this application.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	1		645.00	\$1,035.50	\$1,036
Mix 2	1 BR - 1 Bath	40% AMI	3		645.00	\$1,035.50	\$3,107
Mix 3	1 BR - 1 Bath	50% AMI	1		645.00	\$1,035.50	\$1,036
Mix 4	1 BR - 1 Bath	60% AMI	3	2	645.00	\$971.00	\$2,913
Mix 5	1 BR - 1 Bath	Market 100%	6		645.00	\$1,350.00	\$8,100
Mix 6	2 BR - 1.5 Bath	30% AMI	3		938.00	\$1,202.30	\$3,607
Mix 7	2 BR - 1.5 Bath	40% AMI	4		938.00	\$1,202.30	\$4,809
Mix 8	2 BR - 1.5 Bath	50% AMI	10	5	938.00	\$1,202.30	\$12,023
Mix 9	2 BR - 1.5 Bath	60% AMI	3		938.00	\$1,153.00	\$3,459
Mix 10	2 BR - 1.5 Bath	60% AMI	7		1043.00	\$1,153.00	\$8,071
Mix 11	2 BR - 1.5 Bath	Market 100%	23		938.00	\$1,500.00	\$34,500
Mix 12	3 BR - 2 Bath	30% AMI	1		1316.00	\$1,699.60	\$1,700

L. UNIT DETAILS

Mix 13	3 BR - 2 Bath	40% AMI	1		1316.00	\$1,699.60	\$1,700
Mix 14	3 BR - 2 Bath	50% AMI	1		1316.00	\$1,699.60	\$1,700
Mix 15	3 BR - 2 Bath	60% AMI	3		1316.00	\$1,314.00	\$3,942
Mix 16	3 BR - 2 Bath	60% AMI	3	1	1312.00	\$1,314.00	\$3,942
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
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Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0

L. UNIT DETAILS

Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0
Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
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Mix 82								\$0
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Mix 88								\$0
Mix 89								\$0
Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
TOTALS			73	8				\$95,642

Total Units	73	Net Rentable SF:	TC Units	43,053.00
			MKT Units	25,444.00
			Total NR SF:	68,497.00

Floor Space Fraction (to 7 decimals)	62.85385%
---	------------------

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$14,136
2. Office Salaries			\$29,134
3. Office Supplies			\$9,642
4. Office/Model Apartment	(type _____)		
5. Management Fee			\$68,863
<u>6.55%</u> of EGI	<u>\$943.33</u>	Per Unit	
6. Manager Salaries			\$61,364
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$3,600
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$11,575
11. Telephone & Answering Service			\$5,760
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$30,120
Total Administrative			\$234,194

Utilities

14. Fuel Oil			\$0
15. Electricity			\$34,571
16. Water			\$17,634
17. Gas			\$0
18. Sewer			\$13,460
Total Utility			\$65,665

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$3,000
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$3,000
23. Trash Removal			\$9,600
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$9,000
28. Maintenance/Repairs Payroll			\$53,184
29. Repairs/Material			\$9,500
30. Repairs Contract			\$6,048
31. Elevator Maintenance/Contract			\$11,400
32. Heating/Cooling Repairs & Maintenance			\$4,200
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$4,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$2,400
37. Miscellaneous			\$7,300
Totals Operating & Maintenance			\$122,632

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$102,200
39. Payroll Taxes	\$12,049
40. Miscellaneous Taxes/Licenses/Permits	\$2,520
41. Property & Liability Insurance	\$44,530
42. Fidelity Bond	\$0
43. Workman's Compensation	\$4,541
44. Health Insurance & Employee Benefits	\$28,256
45. Other Insurance	\$6,862
Total Taxes & Insurance	\$200,958

Total Operating Expense	\$623,449
--------------------------------	------------------

Total Operating Expenses Per Unit	\$8,540	C. Total Operating Expenses as % of EGI	59.26%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$21,900
---	-----------------

Total Expenses	\$645,349
-----------------------	------------------

ACTION: Provide Documentation of Operating Budget at **Tab R** if applicable.

2023 Low-Income Housing Tax Credit Application For Reservation

v.2023.2

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	Completed	Karen Wilds
b. Site Acquisition	6/1/2024	Karen Wilds
c. Zoning Approval	N/A - Zoning is in Place	Karen Wilds
d. Site Plan Approval	4/1/2024	Sherif Ismail
2. Financing		
a. Construction Loan		
i. Loan Application	1/30/2024	Sherif Ismail
ii. Conditional Commitment	3/30/2024	Sherif Ismail
iii. Firm Commitment	4/30/2024	Sherif Ismail
b. Permanent Loan - First Lien		
i. Loan Application		Sherif Ismail
ii. Conditional Commitment		Sherif Ismail
iii. Firm Commitment		Sherif Ismail
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	DHCD ASNH	Sherif Ismail
ii. Application	10/31/2023	Sherif Ismail
iii. Award/Commitment	1/1/2023	Sherif Ismail
2. Formation of Owner	2/21/2023	Karen Wilds
3. IRS Approval of Nonprofit Status	N/A	N/A
4. Closing and Transfer of Property to Owner	6/1/2024	Sherif Ismail
5. Plans and Specifications, Working Drawings	1/31/2024	Sherif Ismail
6. Building Permit Issued by Local Government	4/31/2024	Sherif Ismail
7. Start Construction	7/1/2024	Sherif Ismail
8. Begin Lease-up	7/1/2025	Sherif Ismail
9. Complete Construction	11/1/2025	Sherif Ismail
10. Complete Lease-Up	5/1/2026	Sherif Ismail
11. Credit Placed in Service Date	11/15/2025	Sherif Ismail

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

Complete cost column and basis column(s) as appropriate

Note: Attorney must opine, among other things, as to correctness of the inclusion of each cost item in eligible basis, type of credit and numerical calculations included in Project Budget.

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
Must Use Whole Numbers Only!				
1. Contractor Cost				
a. Unit Structures (New)	15,935,729	0	0	15,935,729
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
Total Structure	15,935,729	0	0	15,935,729
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input checked="" type="checkbox"/> h. Renewable Energy	300,000	0	0	300,000
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	2,452,892	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	2,752,892	0	0	300,000
Total Structure and Land	18,688,621	0	0	16,235,729
r. General Requirements	1,121,317	0	0	1,121,317
s. Builder's Overhead (2.0% Contract)	373,772	0	0	373,772
t. Builder's Profit (6.0% Contract)	1,121,317	0	0	1,121,317
u. Bonds	259,330	0	0	259,330
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: _____	0	0	0	0
z. Other 2: _____	0	0	0	0
aa. Other 3: _____	0	0	0	0
Contractor Costs	\$21,564,357	\$0	\$0	\$19,111,465

O. PROJECT BUDGET - OWNER COSTS

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	55,000	0	0	55,000
b. Architecture/Engineering Design Fee \$14,196 /Unit)	1,036,279	0	0	986,279
c. Architecture Supervision Fee \$1,393 /Unit)	101,706	0	0	101,706
d. Tap Fees	511,000	0	0	511,000
e. Environmental	24,250	0	0	24,250
f. Soil Borings	78,000	0	0	78,000
g. Green Building (Earthcraft, LEED, etc.)	65,000	0	0	65,000
h. Appraisal	15,000	0	0	0
i. Market Study	22,000	0	0	22,000
j. Site Engineering / Survey	80,000	0	0	80,000
k. Construction/Development Mgt	187,000	0	0	187,000
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	141,202	0	0	126,202
n. Construction Interest (0.0% for 0 months)	176,528	0	0	46,963
o. Taxes During Construction	70,875	0	0	0
p. Insurance During Construction	196,525	0	0	100,000
q. Permanent Loan Fee (0.0%)	202,601	0	0	
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	60,000	0	0	60,000
v. Title and Recording	100,000	0	0	
w. Legal Fees for Closing	305,000	0	0	100,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	71,000			
z. Tenant Relocation	75,000	0	0	0
aa. Fixtures, Furnitures and Equipment	275,000	0	0	275,000
ab. Organization Costs	8,500	0	0	0
ac. Operating Reserve	494,033	0	0	0
ad. Contingency	1,301,263	0	0	955,573
ae. Security	0	0	0	0
af. Utilities	50,000	0	0	50,000

O. PROJECT BUDGET - OWNER COSTS

ag. Servicing Reserve	0			
(1) Other* specify: Rent up reserve	115,000	0	0	0
(2) Other* specify: LIHTc Investor Costs	175,000	0	0	0
(3) Other* specify: Tax and Insurance escrow	203,175	0	0	0
(4) Other* specify: Reservation Fee- state credit	48,500	0	0	0
(5) Other * specify: Construction Inspection Fees	25,200	0	0	0
(6) Other* specify: Supportive Service Escrow	50,000	0	0	0
(7) Other* specify: Nutrient Credits	20,000	0	0	20,000
(8) Other* specify: predev loan interest	50,000	0	0	0
(9) Other* specify: free Wi-Fi Reserve	328,500	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$6,718,137	\$0	\$0	\$3,843,973
Subtotal 1 + 2 (Owner + Contractor Costs)	\$28,282,494	\$0	\$0	\$22,955,438
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	2,692,600	0	0	2,692,600
4. Owner's Acquisition Costs				
Land	0			
Existing Improvements	0	0		
Subtotal 4:	\$0	\$0		
5. Total Development Costs Subtotal 1+2+3+4:	\$30,975,094	\$0	\$0	\$25,648,038

If this application seeks rehab credits only, in which there is no acquisition and **no change in ownership**, enter the greater of appraised value or tax assessment value here:

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$2,692,600

Proposed Development's Cost per Sq Foot
Applicable Cost Limit by Square Foot:

\$284 **Meets Limits**
\$328

Proposed Development's Cost per Unit
Applicable Cost Limit per Unit:

\$420,207 **Proposed Cost per Unit exceeds limit**
\$315,423

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	30,975,094	0	0	25,648,038
2. Reductions in Eligible Basis				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
3. Total Eligible Basis (1 - 2 above)		0	0	25,648,038
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	7,694,411
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			0	33,342,449
5. Applicable Fraction		60.27397%	60.27397%	60.27397%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	20,096,818
7. Applicable Percentage <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		9.00%	9.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$0	\$1,808,714
		\$1,808,714 Combined 30% & 70% P. V. Credit		

Q. SOURCES OF FUNDS

Action: Provide Documentation for all Funding Sources at **Tab T**

1. Construction Financing: List individually the sources of construction financing, including any such loans financed through grant sources:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
Total Construction Funding:				\$0	

2. Permanent Financing: List individually the sources of all permanent financing in order of lien position:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	First Mortgage			\$3,954,200	\$303,140	7.00%	35	35
2.	HUD CNI			\$5,811,915				
3.	City of Newport News Funds			\$5,304,365				
4.	State LIHTC Equity			\$2,749,450				
5.	DHCD Perm			\$1,400,000	\$42,000	3.00%	35	35
6.	NNRHA Funding			\$2,000,000				
7.	Repayment of Freddie Commitment fee			\$78,452				
8.								
9.								
10.								
Total Permanent Funding:				\$21,298,382	\$345,140			

3. Grants: List all grants provided for the development:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
4.					
5.					
6.					
Total Permanent Grants:				\$0	

Q. SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	HUD CNI		\$5,811,915
2.	City of NN		\$5,304,365
3.	NNRHA Funding		\$2,000,000
4.			
5.			
Total Subsidized Funding			\$13,116,280

5. Recap of Federal, State, and Local Funds

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... **TRUE**

If above is **True**, then list the amount of money involved by all appropriate types.

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$5,811,915
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	
	City of NN Funding	
l.	Other:	\$5,304,365

Market-Rate Loans

a.	Taxable Bonds	\$0
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants*

a.	CDBG	\$0
b.	UDAG	\$0

Grants

c.	State	
d.	Local	
e.	Other:	

*This means grants to the partnership. If you received a loan financed by a locality which received one of the listed grants, please list it in the appropriate loan column as "other" and describe the applicable grant program which funded it.

Q. SOURCES OF FUNDS

6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: N/A

7. Some of the development's financing has credit enhancements..... FALSE
If **True**, list which financing and describe the credit enhancement:

8. Other Subsidies **Action:** Provide documentation (Tab Q)

a. TRUE Real Estate Tax Abatement on the increase in the value of the development.

b. TRUE **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.

c. FALSE Other

9. A HUD approval for transfer of physical asset is required..... FALSE

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$677,612	(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at **TAB A.**

Equity Total \$677,612

2. Equity Gap Calculation

a. Total Development Cost	\$30,975,094
b. Total of Permanent Funding, Grants and Equity	- <u>\$21,975,994</u>
c. Equity Gap	\$8,999,100
d. Developer Equity	- <u>\$0</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$8,999,100

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:

Contact Person: Phone:

Street Address:

City: State: Zip:

b. Syndication Equity

i. Anticipated Annual Credits	\$1,000,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.900
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$999,900
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$8,999,100

c. Syndication:

d. Investors:

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$8,999,100

5. Net Equity Factor

Must be equal to or greater than 85% 90.0000000000%

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by Virginia Housing to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, Virginia Housing at all times retains the right to substitute such information and assumptions as are determined by Virginia Housing to be reasonable for the information and assumptions provided herein as to costs (including development fees, profits, etc.), sources for funding, expected equity, etc. Accordingly, if the development is selected by Virginia Housing for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$30,975,094</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$21,975,994</u>
3. Equals Equity Gap		<u>\$8,999,100</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>90.0000000000%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$9,999,000</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$999,900</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,808,714</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,000,000</u>
Credit per LI Units	<u>\$22,727.2727</u>	
Credit per LI Bedroom	<u>\$11,235.9551</u>	
	Combined 30% & 70% PV Credit Requested	\$1,000,000

ERROR - EQUITY GAP AMOUNT NOT EQUAL TO RESERVATION AMOUNT

9. **Action:** Provide Attorney’s Opinion **(Mandatory Tab H)**

T. CASH FLOW**1. Revenue**Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units		\$53,042
Plus Other Income Source (list):		\$0
Equals Total Monthly Income:		\$53,042
Twelve Months		x12
Equals Annual Gross Potential Income		\$636,504
Less Vacancy Allowance	7.0%	\$44,555
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$591,949

2. Indicate the estimated monthly income for the **Market Rate Units** (based on Unit Details tab):

Total Monthly Income for Market Rate Units:		\$42,600
Plus Other Income Source (list):		\$0
Equals Total Monthly Income:		\$42,600
Twelve Months		x12
Equals Annual Gross Potential Income		\$511,200
Less Vacancy Allowance	10.0%	\$51,120
Equals Annual Effective Gross Income (EGI) - Market Rate Units		\$460,080

Action: Provide documentation in support of Operating Budget (**TAB R**)**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	\$591,949
b. Annual EGI Market Units	\$460,080
c. Total Effective Gross Income	\$1,052,029
d. Total Expenses	\$645,349
e. Net Operating Income	\$406,680
f. Total Annual Debt Service	\$345,140
g. Cash Flow Available for Distribution	\$61,540

T. CASH FLOW

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,052,029	1,073,069	1,094,531	1,116,421	1,138,750
Less Oper. Expenses	645,349	664,709	684,651	705,190	726,346
Net Income	406,680	408,360	409,880	411,231	412,404
Less Debt Service	345,140	345,140	345,140	345,140	345,140
Cash Flow	61,540	63,220	64,740	66,091	67,264
Debt Coverage Ratio	1.18	1.18	1.19	1.19	1.19

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,161,525	1,184,755	1,208,450	1,232,619	1,257,272
Less Oper. Expenses	748,136	770,580	793,698	817,509	842,034
Net Income	413,388	414,175	414,752	415,111	415,238
Less Debt Service	345,140	345,140	345,140	345,140	345,140
Cash Flow	68,248	69,035	69,612	69,971	70,098
Debt Coverage Ratio	1.20	1.20	1.20	1.20	1.20

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,282,417	1,308,065	1,334,227	1,360,911	1,388,130
Less Oper. Expenses	867,295	893,314	920,113	947,717	976,148
Net Income	415,122	414,752	414,113	413,195	411,981
Less Debt Service	345,140	345,140	345,140	345,140	345,140
Cash Flow	69,982	69,612	68,973	68,055	66,841
Debt Coverage Ratio	1.20	1.20	1.20	1.20	1.19

Estimated Annual Percentage Increase in Revenue 2.00% (Must be \leq 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be \geq 3%)

U. Building-by-Building Information

Must Complete

Qualified basis must be determined on a building-by building basis. Complete the section below. Building street addresses are required by the IRS (must have them by the time of allocation request).

Number of BINS: 1

FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN BUILDING GRID

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS					30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit						
		TAX CREDIT UNITS	MARKET RATE UNITS	Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount			
1.		44	29	2815 Washington Avenue		Newport News	VA	23607				\$0				\$0	\$20,096,818		60.27%	\$12,113,150			
2.												\$0				\$0				\$0			
3.												\$0				\$0				\$0			
4.												\$0				\$0				\$0			
5.												\$0				\$0				\$0			
6.												\$0				\$0				\$0			
7.												\$0				\$0				\$0			
8.												\$0				\$0				\$0			
9.												\$0				\$0				\$0			
10.												\$0				\$0				\$0			
11.												\$0				\$0				\$0			
12.												\$0				\$0				\$0			
13.												\$0				\$0				\$0			
14.												\$0				\$0				\$0			
15.												\$0				\$0				\$0			
16.												\$0				\$0				\$0			
17.												\$0				\$0				\$0			
18.												\$0				\$0				\$0			
19.												\$0				\$0				\$0			
20.												\$0				\$0				\$0			
21.												\$0				\$0				\$0			
22.												\$0				\$0				\$0			
23.												\$0				\$0				\$0			
24.												\$0				\$0				\$0			
25.												\$0				\$0				\$0			
26.												\$0				\$0				\$0			
27.												\$0				\$0				\$0			
28.												\$0				\$0				\$0			
29.												\$0				\$0				\$0			
30.												\$0				\$0				\$0			
31.												\$0				\$0				\$0			
32.												\$0				\$0				\$0			
33.												\$0				\$0				\$0			
34.												\$0				\$0				\$0			
35.												\$0				\$0				\$0			
		44	29	If development has more than 35 buildings, contact Virginia Housing.																			
Totals from all buildings								\$0					\$0					\$20,096,818					\$12,113,150

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.

V. STATEMENT OF OWNER

10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
15. that undersigned agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
16. that undersigned waives the right to pursue a Qualified Contract on this development.
17. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, even if tax credits are not allocated to the undersigned.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Owner: Choice Neighborhood V-Development LLC, a Virginia limited liability company
 By: Choice Neighborhood V-Downtown Development Corporation, a Virginia Corporation, its managing member
 By:  Karen R. Wilds
 Its: President
 (Title)

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
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V. STATEMENT OF OWNER

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- 12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
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In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Owner:

Choice Neighborhood V-Development LLC, a Virginia limited liability company

By: Choice Neighborhood V-Downtown Development Corporation, a Virginia Corporation, its managing member

By: Pennrose Holdings, LLC a Pennsylvania limited liability company

By: Timothy I. Henkel
Its: President



(Title)

V. STATEMENT OF ARCHITECT

The architect signing this document is certifying that the development plans and specifications incorporate all Virginia Housing Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Architect:	Joseph W. Healy
Virginia License#:	0401017401
Architecture Firm or Company:	Wallace Roberts & Todd, LLC

By:  _____

Its: Managing Principal (Title)

Initials by Architect are also required on the following Tabs: Enhancement, Special Housing Needs and Unit Details.

W. LIHTC SELF SCORE SHEET

Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Items 5f and 5g require a numeric value to be entered.

Please remember that this score is only an estimate. Virginia Housing reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

MANDATORY ITEMS:

- a. Signed, completed application with attached tabs in PDF format
- b. Active Excel copy of application
- c. Partnership agreement
- d. SCC Certification
- e. Previous participation form
- f. Site control document
- g. RESNET Certification
- h. Attorney's opinion
- i. Nonprofit questionnaire (if applicable)
- j. Appraisal
- k. Zoning document
- l. Universal Design Plans
- m. List of LIHTC Developments (Schedule A)

Included		Score
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y, N, N/A	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Total:		0.00

1. READINESS:

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

Y	0 or -50	0.00
N	0 or -25	0.00
N	0 to 10	0.00
Y	0 or 10	10.00
N	0 or 15	0.00
N	0 or 15	0.00
Total:		10.00

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

Y	0 or up to 5	3.29
N	0 or 20	0.00
42.34%	Up to 40	40.00
Y	0 or 5	5.00
Y	0 or 10	10.00
0%	0, 20, 25 or30	0.00
N	0 or 15	0.00
Y	Up to 20	20.00
Total:		78.29

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			93.60
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	N	0 or 15	0.00
f. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>198.60</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$93,500	\$71,300

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	20.45%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	29.55%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	56.82%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	56.82%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	56.82%	Up to 50	0.00
Total:			<u>90.00</u>

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
k. Experienced Sponsor partnering with Local Housing Authority pool applicant	Y	0 or 5	5.00
Total:			<u>25.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	149.03
b. Cost per unit		Up to 100	25.14
Total:			<u>174.17</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	Y	0 or 10	10.00
f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			<u>75.00</u>

400 Point Threshold - all 9% Tax Credits
 300 Point Threshold - Tax Exempt Bonds

TOTAL SCORE: 651.06

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	39.60
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	10.00
s. New Construction: Balcony or patio	4	4.00
		<u>93.60</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
Total amenities:		<u>93.60</u>

X. Development Summary

Summary Information **2023 Low-Income Housing Tax Credit Application For Reservation**

Deal Name: **Choice Neighborhood V-Downtown**

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$1,000,000
Allocation Type: New Construction **Jurisdiction:** Newport News City
Total Units: 73 **Population Target:** General
Total LI Units: 44
Project Gross Sq Ft: 108,015.00 **Owner Contact:** Karen Wilds
Green Certified? TRUE

Total Score 651.06

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$21,298,382	\$291,759	\$197	\$345,140
Grants	\$0	\$0		
Subsidized Funding	\$13,116,280	\$179,675		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$18,688,621	\$256,009	\$173	60.33%
General Req/Overhead/Profit	\$2,616,406	\$35,841	\$24	8.45%
Other Contract Costs	\$259,330	\$3,552	\$2	0.84%
Owner Costs	\$6,718,137	\$92,029	\$62	21.69%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$2,692,600	\$36,885	\$25	8.69%
Total Uses	\$30,975,094	\$424,316		

Total Development Costs	
Total Improvements	\$28,282,494
Land Acquisition	\$0
Developer Fee	\$2,692,600
Total Development Costs	\$30,975,094

Proposed Cost Limit/Sq Ft: \$284
Applicable Cost Limit/Sq Ft: \$328
Proposed Cost Limit/Unit: \$420,207
Applicable Cost Limit/Unit: \$315,423

Income		
Gross Potential Income - LI Units		\$636,504
Gross Potential Income - Mkt Units		\$511,200
Subtotal	\$1,147,704	
Less Vacancy %	7.00%	\$80,339
Effective Gross Income		\$1,067,365

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	14
# of 2BR	50
# of 3BR	9
# of 4+ BR	0
Total Units	73

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$234,194	\$3,208
Utilities	\$65,665	\$900
Operating & Maintenance	\$122,632	\$1,680
Taxes & Insurance	\$200,958	\$2,753
Total Operating Expenses	\$623,449	\$8,540
Replacement Reserves	\$21,900	\$300
Total Expenses	\$645,349	\$8,840

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	5	5
40% AMI	8	8
50% AMI	12	12
60% AMI	19	19
>60% AMI	0	0
Market	29	29

Cash Flow	
EGI	\$1,067,365
Total Expenses	\$645,349
Net Income	\$422,016
Debt Service	\$345,140
Debt Coverage Ratio (YR1):	1.18

Income Averaging? FALSE

Extended Use Restriction? 30

2023 Low-Income Housing Tax Credit Application For Reservation

Y. Efficient Use of Resources

Credit Points for 9% Credits:

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 200 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example, $(40\%/60\%) \times 200$ or 133.33 points.

Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$1,808,714
Credit Requested	\$1,000,000
% of Savings	44.71%
Sliding Scale Points	149.03

Cost Points:

If the Applicable Cost by Square foot is \$238 and the deal's Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 cost points.

For another example, the Applicable Cost by SqFt is \$238 and the deal's Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example, $(35.7\%/50\%) \times 100$ or 71.40 points.

Total Costs Less Acquisition	\$30,975,094	
Total Square Feet	108,015.00	
Proposed Cost per SqFt	\$286.77	
Applicable Cost Limit per Sq Ft	\$328.00	
% of Savings	12.57%	
Total Units	73	
Proposed Cost per Unit	\$424,316	
Applicable Cost Limit per Unit	\$315,423	
% of Savings	-34.52%	
Max % of Savings	12.57% Sliding Scale Points	25.14

Thank You. The information detailed below has successfully submitted for processing.

Success
Payment was successfully created



Transaction Date	03/08/2023
Post Date	03/08/2023
Tracking Number	711631497
Amount to Debit	\$1,000.00

Done

Print

Confirmation of Application fee submission through Procorem.

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, February 21, 2023

This is to certify that the certificate of organization of

Choice Neighborhood V-Downtown LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business.

Effective date: February 21, 2023



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in black ink, appearing to read "Bernard J. St. John".

Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, FEBRUARY 21, 2023

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

Choice Neighborhood V-Downtown LLC

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective February 21, 2023.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Jehmal T. Hudson", with a long horizontal flourish extending to the right.

Jehmal T. Hudson
Commissioner



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

Office of the Clerk

February 21, 2023

Charlotte Rawls
Kaufman & Canoles, P.C.
P.O. Box 3037
Norfolk, VA, 23510

RECEIPT

RE: Choice Neighborhood V-Downtown LLC
ID: 11475074
FILING NO: 2302215529833
WORK ORDER NO: 202302213552572

Dear Customer:

This is your receipt for \$100.00 to cover the fee for filing articles of organization for a limited liability company with this office.

The effective date of the certificate of organization is February 21, 2023.

If you have any questions, please call (804) 371-9733 or toll-free 1-866-722-2551.

Sincerely,

Bernard J. Logan
Clerk of the Commission

Delivery Method: Email

Limited Liability Company - Articles of Organization

Entity Information

Entity Name: Choice Neighborhood V-Downtown LLC Entity Type: Limited Liability Company

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: An Individual who is a resident of Virginia Locality: NEWPORT NEWS CITY

RA Qualification: Member of the Virginia State Bar

Name: Raymond H. Suttle Email Address: rhsuttle@kaufcan.com

The company's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is:

Registered Office 11815 Fountain Way Ste
 400, Kaufman & Canoles,
 Address: P.C., NEWPORT NEWS, VA, 23606 - 4448, USA Contact Number: N/A

Principal Office Address

Address: 227 27th St, Newport News, VA, 23607 - 3901, USA

Principal Information

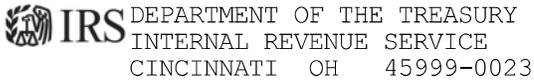
Management Structure: N/A

Signature Information

Date Signed: 02/21/2023

Executed in the name of the limited liability company by:

Printed Name	Signature	Title
Raymond H. Suttle Jr.	Raymond H. Suttle, Jr.	Organizer



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-07-2023

Employer Identification Number:
92-2736903

Form: SS-4

Number of this notice: CP 575 B

CHOICE NEIGHBORHOOD V-DOWNTOWN LLC
KAREN R WILDS MBR
227 27TH ST
NEWPORT NEWS, VA 23607

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-2736903. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is CHOI. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 03-07-2023
EMPLOYER IDENTIFICATION NUMBER: 92-2736903
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
██

CHOICE NEIGHBORHOOD V-DOWNTOWN LLC
KAREN R WILDS MBR
227 27TH ST
NEWPORT NEWS, VA 23607

Tab C:

Principal's Previous Participation Certification
(MANDATORY)

Previous Participation Certification Instructions

General Instructions

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

Definitions

Development - the proposed multifamily rental housing development.

Participants - the principals who will participate in the ownership of the development.

Principal - any person (including any individual, joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity) that (i) with respect to the proposed development, will own or participate in the ownership of the proposed development or (ii) with respect to an existing multifamily rental property, has owned or participated in the ownership of such property, all as more fully described herein below. The person who is the owner of the proposed development or multifamily rental property is considered a principal. In determining whether any other person is a principal, the following guidelines shall govern:

- In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
- In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
- In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
- In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
- In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and
- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Appendices continued

Please follow guidelines below for listing principals.

- If the owner is a partnership, list the names of all GPs, regardless of % interest in the General Partnership.
- If the owner is an LLC, list the names of all members regardless of % interest.
- If the owner is a Corporation (public or private), Organization or Governmental Entity, list the names of officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder having a 25% or more interest.
- If the owner is a Trust, list the names of all persons having a 25% or more beneficial ownership interest in the assets of the trust.
- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual.

If none of the above applies, list the name of any person that directly or indirectly controls or has the power to control a principal.

If you have any questions, please call the Tax Credit Allocation Department at 804-343-5518.

Appendices continued

Previous Participation Certification

Development Name Choice Neighborhood V-Downtown

Name of Applicant (entity) Choice Neighborhood V-Downtown LLC

I hereby certify that:

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and
9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state

Appendices continued

governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.

12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.



Signature

Karen Wilds

Printed Name

2/27/2023

Date (no more than 30 days prior to submission of the Application)

Appendices continued

Previous Participation Certification Instructions

General Instructions

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

Definitions

Development - the proposed multifamily rental housing development.

Participants - the principals who will participate in the ownership of the development.

Principal - any person (including any individual, joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity) that (i) with respect to the proposed development, will own or participate in the ownership of the proposed development or (ii) with respect to an existing multifamily rental property, has owned or participated in the ownership of such property, all as more fully described herein below. The person who is the owner of the proposed development or multifamily rental property is considered a principal. In determining whether any other person is a principal, the following guidelines shall govern:

- In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
- In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
- In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
- In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
- In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and
- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Appendices continued

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- If the owner is a partnership, list the names of all GPs, regardless of % interest in the General Partnership.
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- If the owner is a Trust, list the names of all persons having a 25% or more beneficial ownership interest in the assets of the trust.
- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual.

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If you have any questions, please call the Tax Credit Allocation Department at 804-343-5518.

Appendices continued

Previous Participation Certification

Development Name _____

Name of Applicant (entity) Choice Neighborhood V-Downtown LLC

I hereby certify that:

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and
9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state

Appendices continued

governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.

12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.



Signature

Mark H. Dambly

Printed Name

Date (no more than 30 days prior to submission of the Application)

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Choice Neighborhood IV-R
 Name of Applicant: Choice Neighborhood IV-R LLC

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Karen R. Wilds

Controlling GP (CGP) or 'Named' Managing Member of Proposed property?* Y
 Y or N

Principal's Name: _____

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Ashe Manor Newport News VA	Orcutt Senior Housing LP 227 27th Street P.O. Box 797 Newport News, VA 23607 757 928-2645	Yes	50	50	10/31/2004	9/7/2005	N
2	Orcutt Village Townhomes 1 Newport News VA	Orcutt Townhomes Limited Partnership Newport News, VA 23607 757 928-2645	Yes	40	40	10/22/2005	9/11/2006	N
3	Great Oak Apartments Newport News, VA	Great Oaks Apartments LLC 227 27th St P.O. Box 797 Newport News, VA 23607 757 928-2645	Yes	143	143	12/1/2008	8/26/2009	N
4	Orcutt Village Townhomes III Newport News VA	Orcutt Townhomes Phase III Limited Partnership Newport News, VA 23607 757 928-2645	Yes	30	30	5/12/2011	2/24/2012	N
5	Jefferson Brookevill Apartments Newport News VA	Lower Jefferson Avenue LLC Newport News, VA 23607 757 928-2645	Yes	50	50	8/1/2014	4/9/2015	N
6	Cypress Terrace Apartments Newport News, VA	Cypress Terrace LLC Newport News, VA 23607 757 928-2645	Yes	82	82	12/31/2016	7/11/2018	N
7	Oyster Point and Brighton Apartments Newport News, VA	Oyster Point Brighton LLC Newport News, VA 23607 757-928-2645	Yes	196	196	12/31/2016	6/25/2018	N
8	Lassiter Courts Apartments Newport News, VA	Lassiter Courts LLC Newport News, VA 23607 757 928-2645	Yes	100	100	12/31/2019	6/16/2021	N
9	Spratley House Apartments Newport News, VA	Spratley House LLC Newport News, VA 23607 757 928 2645	Yes	50	50	4/22/2022	3/1/2023	N
10	Carrier Point I, Newport News VA	Choice Neighborhood I LLC	Yes	43	37	N/A - In construction	N/A - Not yet issued	N
11	Carrier Point II, Newport News VA	Choice Neighborhood II LLC	Yes	38	34	N/A - In construction	N/A - Not yet issued	N
12	Orcutt Village Townhomes 1 Newport News VA	Orcutt TH 40 Limited Partnership Newport News, VA 23607 757 928-2645	Yes	40	40	Credits Awarded; Pending Closing	N/A	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 862 852

LIHTC as % of Total Units 99%

List of LIHTC Developments (Schedule A)



Development Name: Choice Neighborhood V
 Name of Applicant: Choice Neighborhood V

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e., for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name:	Richard Barnhart	Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*	Y	Y or N			
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's (Y/N) Explain "Y"
1721 Springdale Road - Weinberg Commons I, Cherry Hill, NJ	1721 Springdale Urban Renewal Associates, LLC (267) 386-8600	Y	80	79	10/30/2019	12/16/2020	N
50 Penn - Brooklyn NY	50 Penn LLC (267) 386-8600 (267) 386-8600	Y	218	218	9/15/2021	N/A - Not yet issued	N
A. Harry Moore 3, Jersey City NJ	AHM Housing Urban Renewal Associates LLC (267) 386-8600	Y	60	49	11/23/2011	11/28/2012	N
A. Harry Moore 4, Jersey City NJ	AHM Housing Urban Renewal Associates IV LLC (267) 386-8600	Y	70	59	5/3/2016	12/21/2016	N
Academy Place Preservation, Trenton NJ	El Barrio Academy Place Urban Renewal Associates, LLC (267) 386-8600	Y	40	40	7/31/2014	12/23/2014	N
Alexander Hamilton 1 Paters9.011.L	Alexander Hamilton Associates LLC (267) 386-8600	Y	80	80	8/31/2011	5/30/2014	N
Alexander Hamilton 2, Paterson NJ	Alexander Hamilton II Associates LLC (267) 386-8600	Y	50	50	6/1/2015	3/14/2016	N
Alexander Hamilton 3, Paterson NJ	Alexander Hamilton III Associates LLC (267) 386-8600	Y	50	50	5/14/2014	8/12/2015	N
Allentown Center Square, Allentown PA	Allentown Center Square Housing Partnership, LP (267) 386-8600	Y	63	63	12/20/2005	11/19/2007	N
Apollo Dye 2, Paterson NJ	Apollo Dye II Associates LLC (267) 386-8600	Y	63	63	7/1/2017	8/31/2018	N
Apollo Dye I, Paterson NJ	Apollo Dye Associates LLC (267) 386-8600	Y	70	70	7/31/2015	5/27/2016	N
Baldwin's Run 8, Camden NJ	Westfield Acres Urban Renewal Associates IF LP (267) 386-8600	Y	73	73	11/2/2007	8/3/2009	N
Baldwin's Run 9, Camden NJ	Westfield Acres Urban Renewal Associates III LP (267) 386-8600	Y	74	74	5/15/2007	9/23/2008	N
Baldwin's Run, Camden NJ	Westfield Acres Urban Renewal Associates LP (267) 386-8600	Y	78	78	6/1/2003	10/9/2007	N
Bensalem Veterans Residences, Bensalem PA	BSV Housing LP (267) 386-8600	Y	40	40	12/10/2000	7/13/2022	N
Booth Street, Salisbury MD	Booth Street Phase I LLC (267) 386-8600	Y	84	84	12/20/2016	6/30/2018	N
Braddock Senior Housing, Braddock PA	Braddock Housing Initiative LP (267) 386-8600	Y	53	53	2/17/2010	8/31/2010	N
Branch Village, Camden NJ	Branch Village Housing Urban Renewal LLC (267) 386-8600	Y	58	58	7/5/2011	5/29/2012	N
Brownstones 2, PhiladelLP (267) 386-8600hia PA	Diamond Street Housing Partnership II LP (267) 386-8600	Y	46	46	10/31/2016	2017	N
Burwood Gardens, Glen Burnie MD	Burwood Gardens Senior LLC (267) 386-8600	Y	100	100	11/18/2013	12/27/2014	N
Bushwick Gardens, Brooklyn NY	Bushwick Gardens I LLC (267) 386-8600	Y	372	0	4/26/2021	N/A - Not yet issued	N
C.W. Brooks, Hagerstown MD	C.W. Brooks LLC (267) 386-8600	Y	60	60	6/30/2011	8/24/2012	N
Campbell Purcell	Brackett Road Housing LLC (267) 386-8600 (267) 386-8600	Y	65	50	Various	12/4/2020	N
Camp Kilmer A	Camp Kilmer A Urban Renewal Associates LLC (267) 386-8600	Y	86	86	7/21/2020	4/28/2022	N
Carl Miller Homes, Trenton NJ	Carl Miller Associates I LLC (267) 386-8600	Y	204	204	7/31/2014	4/22/2015	N
Cedar 2, Cleveland OH	Cedar Redevelopment Phase II LP (267) 386-8600	Y	50	30	12/12/2016	4/30/2018	N
Cedar I, Cleveland OH	Cedar Redevelopment Phase I LP (267) 386-8600	Y	61	61	4/30/2017	4/30/2018	N
Centerville 12, Camden NJ	Centerville Urban Renewal II LLC (267) 386-8600	Y	70	70	6/1/2009	11/23/2009	N
Centerville 7, Camden NJ	Centerville Housing Urban Renewal Associates LLC (267) 386-8600	Y	74	74	12/12/2008	8/3/2009	N
Chapel Green, Baltimore MD	Pennrose East Baltimore Rental LLC (267) 386-8600	Y	63	48	6/18/2009	9/13/2010	N
Chateau (The), Baltimore MD	Chateau Housing Partnership LLC (267) 386-8600	Y	47	35	10/31/2002	2/18/2005	N
Church Street/H.E. Kapp, Hemington NJ	Church Street Housing Urban Renewal Associates LP (267) 386-8600	Y	60	60	11/10/2005	11/4/2008	N
City View Landing Family, Newark NJ	Scudder Flames Family Urban Renewal LP (267) 386-8600	Y	58	58	5/5/2008	4/22/2010	N
City View Landing Senior, Newark NJ	Scudder Homes Senior Urban Renewal LP (267) 386-8600	Y	48	48	9/15/2008	3/19/2010	N
Clairton Apartments, Clairton PA	Clairton Housing Partnership LP (267) 386-8600	Y	44	44	12/1/2004	7/18/2005	N
Cloisters 3, PhiladelLP (267) 386-8600hia PA	Cloisters III Housing Partnership LP (267) 386-8600	Y	50	50	3/22/2007	9/9/2008	N
Costello Building, Old Bridge NJ	Old Bridge Housing Urban Renewal II LLC (267) 386-8600	Y	61	61	12/20/2006	10/10/2008	N
Cottage Hill Place, Mobile, AL	Cottage Hill Place LLC (267) 386-8600	Y	80	80	7/30/2018	9/16/2019	N
Crest Manor, Abington Twp, PA	Crest Manor Housing Partnership LP (267) 386-8600	Y	46	46	11/30/2017	12/6/2019	N
Cumberland Gardens 1, Allentown PA	Cumberland Gardens I Housing Partnership LP (267) 386-8600	Y	74	74	10/31/2012	3/30/2016	N
Cumberland Gardens 2, Allentown PA	Cumberland Gardens 2 Housing Partnership	Y	70	70	10/9/2014	5/31/2016	N
Deanwood Hills, Washington DC	Deanwood Hills LLC (267) 386-8600	Y	150	150	8/31/2018	5/31/2019	N
Delaware Terrace 1, Easton PA	Delaware Terrace Housing I LP (267) 386-8600	Y	56	56	12/13/2010	8/17/2012	N
Delaware Terrace 2, Easton PA	Delaware Terrace Housing II LP (267) 386-8600	Y	40	40	12/7/2011	2/19/2013	N
East Hampton Town Center, Eastamp3Pn Twp, NJ	Eastampton Urban Renewal Associates LP (267) 386-8600	Y	100	100	8/19/2002	4/28/2003	N
Fairgrounds 1, Chester Twp, PA	Fairgrounds Housing Partnership LP (267) 386-8600	Y	73	73	12/1/2008	3/4/2010	N
Fairgrounds 2, Chester Twp, PA	Fairgrounds Housing Partnership II LP (267) 386-8600	Y	71	71	12/9/2010	6/24/2011	N
Fairgrounds 3, Chester Twp, PA	Fairgrounds Housing Partnership III LP (267) 386-8600	Y	48	48	3/28/2012	12/27/2012	N
Fairgrounds 4, Chester Twp, PA	Fairgrounds Housing Partnership IV LP (267) 386-8600	Y	71	71	6/29/2013	12/4/2014	N
Fairview Village, Phoenixville PA	Fairview Court Development LP (267) 386-8600	Y	36	36	6/26/2013	12/17/2014	N
Felton Lofts, Steelton PA	Steelton Walnut Limited Partnership	Y	63	63	5/31/2012	5/23/2013	N
French Creek Manor, Phoenixville PA	French Creek Housing Partnership LP (267) 386-8600	Y	70	70	11/9/2004	3/22/2005	N
Garden Valley 2, Cleveland OH	Garden Valley Housing Partnership II LP (267) 386-8600	Y	57	57	7/28/2011	1/18/2013	N
Garden Valley 3, Cleveland OH	Garden Valley Housing Partnership III LP (267) 386-8600	Y	69	69	12/30/2011	2/20/2014	N
Garden Valley 1, Cleveland OH	Garden Valley Housing Partnership I LP (267) 386-8600	Y	81	81	12/16/2010	3/7/2012	N
Garden Valley 4, Cleveland OH	Garden Valley Housing Partnership IV LP (267) 386-8600	Y	60	60	12/16/2016	10/27/2017	N
Garfield Court 1, Long Branch NJ	Garfield Court Urban Renewal Housing Associates LLC (267) 386-8600	Y	67	61	12/11/2008	12/22/2009	N
Garfield Court 2, Long Branch NJ	Garfield Two Housing Urban Renewal LP (267) 386-8600	Y	61	61	4/28/2010	6/14/2011	N
Glenarden Phase I, Lanham, MD	Glenarden Phase I, LLC (267) 386-8600	Y	114	87	4/29/2020	8/14/2020	N
Glenbrook at Oxmoor,	Birmingham AL Glenbrook at Oxmoor I LLC (267) 386-8600	Y	100	100	5/6/2009	6/11/2010	N
Hamilton (The), Poughkeepsie NY	400 Main LLC (267) 386-8600	Y	57	57	12/20/2005	9/7/2007	N
Hanover Shoe Senior, Hanover PA	Hanover Office Limited Partnership LP (267) 386-8600	Y	24	24	1/28/2008	9/9/2008	N
HART 1A, Allentown PA	MART I Housing Partnership LP (267) 386-8600	Y	80	80	11/15/2007	10/9/2008	N
HART 1B, Allentown PA	HART II Housing Partnership LP (267) 386-8600	Y	79	79	9/21/2007	4/14/2008	N
HART 2B, Allentown PA	HART IV Housing Partnership LP (267) 386-8600	Y	50	50	11/24/2009	2/8/2010	N
HART 2A, Allentown PA	HART III Housing Partnership LP (267) 386-8600	Y	60	60	12/11/2008	8/20/2010	N
Heritage Overlook, Glen Burnie MD	Heritage Overlook LLC (267) 386-8600	Y	100	100	5/30/2010	12/7/2018	N
Hermitage Senior, Hermitage PA	Hermitage Senior Housing LP (267) 386-8600	Y	40	40	12/18/2006	8/27/2007	N
Hickman Expansion, West Chester PA	326 N. Walnut Street LP (267) 386-8600	Y	60	60	12/23/2010	12/15/2011	N
Hope Gardens, Brooklyn NY	Hope Gardens I LLC (267) 386-8600	Y	949	949	1/20/2022	8/23/2022	N
Jefferson Heights, New Wan CT	Jefferson Heights Housing LLC (267) 386-8600	Y	70	70	12/20/2013	3/5/2015	N
Kinder Park 1, Ridley Twp, PA	Kinder Park Housing Partnership I LP (267) 386-8600	Y	48	48	12/19/2015	8/4/2017	N
Kinder Park 2, Ridley Twp, PA	Kinder Park Housing Partnership II LP (267) 386-8600	Y	50	50	12/6/2016	9/25/2018	N
Kinder Park 3, Ridley Twp, PA	Kinder Park Housing Partnership III LP (267) 386-8600	Y	56	56	1/30/2018	3/23/2020	N
Laurel Estates, North Union Twp, PA	Laurel Estates Housing LP (267) 386-8600	Y	56	56	11/26/2008	6/18/2009	N
Legacy Commons, Farrell PA	Legacy Commons Housing Partnership LP (267) 386-8600	Y	29	29	9/27/2004	8/30/2005	N
Liberty Place, Fort Lee NJ	Fort Lee Housing Associates LP (267) 386-8600	Y	60	60	11/20/2003	10/15/2007	N
Lofts/Master Street, Philadelphia, PA	Master Street Housing Partnership LP (267) 386-8600	Y	62	62	12/16/2005	6/27/2007	N
Maher Manor, Old Bridge NJ	Old Bridge Housing Urban Renewal Partnership LP (267) 386-8600	Y	100	100	3/7/2005	7/28/2008	N
Maple Shade Mews, Maple Shade NJ	North Fork Landing Associates LP (267) 386-8600	Y	100	100	12/3/2004	12/10/2007	N
McCallee Homes 2, Chattanooga TN	Allan Park Housing Partnership LLC (267) 386-8600	Y	101	101	12/31/2005	2/24/2006	N
McCallee Homes 3, Chattanooga TN	The Villages Housing Partnership LLC (267) 386-8600	Y	102	102	12/15/2006	2/27/2007	N
Memphis Triangle 2, Memphis TN	Memphis Triangle Family LLC (267) 386-8600	Y	106	86	11/21/2013	5/18/2015	N
Memphis Triangle 3, Memphis TN	Memphis Triangle Phase III LLC (267) 386-8600	Y	105	84	11/21/2014	2/23/2015	N

List of LIHTC Developments (Schedule A)

85	Memphis Triangle 4, Memphis TN	Memphis Triangle Phase IV LLC (267) 386-8600	Y	67	63	10/13/2015	12/31/2015	N
86	Memphis Triangle 1, Memphis TN	Memphis Triangle Senior LLC (267) 386-8600	Y	84	84	12/13/2012	12/31/2012	N
87	Meriden Commons I, Meriden, CT	Meriden Mills I LLC (267) 386-8600	Y	75	60	6/30/2018	12/17/2018	N
88	Oaks at Park Pointe (Meriwether Redevelopment I), Griffin GA	Meriwether Redevelopment I LLC (267) 386-8600	Y	84	84	11/20/2015	5/19/2016	N
89	Iris at Park Pointe (Meriwether II), Griffin, GA	Meriwether Redevelopment II LLC (267) 386-8600	Y	85	85	12/30/2017	3/7/2019	N
90	Terraces at the Park (Meriwether III), Griffin, GA	Meriwether Redevelopment III LLC (267) 386-8600	Y	68	68	12/3/2018	11/25/2019	N
91	Merrill Mill Road, Salisbury, MD	Merrill Mill Road LLC (267) 386-8600	Y	75	67	Various	12/2/2020	N
92	Montgomery Heights II, Newark, NJ	Montgomery Two Housing Urban Renewal, LLC (267) 386-8600	Y	154	153	2/4/2020	10/1/2021	N
93	Montgomery Heights, Newark NJ	Montgomery Street Housing Urban Renewal LLC (267) 386-8600	Y	80	80	8/31/2010	9/14/2011	N
94	Moravia Park, Baltimore MO	Moravia Park Drive LLC (267) 386-8600	Y	60	60	3/30/2009	5/12/2010	N
95	New Brunswick Performing Arts Center, New Brunswick NJ	NBCCR Urban Renewal LLC (267) 386-8600	Y	207	42	2/5/2020	4/14/2022	N
96	North Hills 1, Ross Twp. PA	North Hills Housing I LP (267) 386-8600	Y	60	60	12/6/2010	8/26/2011	N
97	North Hills 2, Ross Twp. PA	North Hills Housing II LP (267) 386-8600	Y	37	37	2/4/2011	1/10/2012	N
98	North Hills Manor, Glenside, PA	NHM Housing LP (267) 386-8600	Y	50	50	2/26/2021	N/A - Not yet issued	N
99	Oaks at Camden, Chattanooga TN	Johnson Terrace LLC (267) 386-8600	Y	57	57	11/26/2007	2/21/2008	N
100	Obery Court 1, Annapolis MD	Obery Court Phase I LLC (267) 386-8600	Y	50	50	5/5/2010	2/24/2011	N
101	Obery Court 2, Annapolis MD	Obery Court/College Creek Phase 11 LLC (267) 386-8600	Y	63	63	12/7/2012	4/9/2014	N
102	Obery Court 3, Annapolis MD	Obery Court/College Creek Phase 111 LLC (267) 386-8600	Y	61	61	4/10/2016	3/31/2017	N
103	Orchard Ridge 2, Baltimore MD	Orchard Ridge Rental II LLC (267) 386-8600	Y	72	57	3/3/2009	8/26/2010	N
104	Orchard Ridge 3, Baltimore MD	Orchard Ridge Rental III LLC (267) 386-8600	Y	77	77	10/23/2009	1/24/2011	N
105	Orchard Ridge 4, Baltimore MD	Orchard Ridge Rental IV LLC (267) 386-8600	Y	64	64	10/30/2014	12/1/2015	N
106	Orchard Ridge 5, Baltimore MD	Orchard Ridge Rental V LLC (267) 386-8600	Y	65	58	7/11/2017	5/30/2018	N
107	Orchard Ridge 1, Baltimore MD	Orchard Ridge Rental I LLC (267) 386-8600	Y	100	80	7/16/2008	9/14/2009	N
108	Patriot's Cove, Barnegat NJ	patriot's Cove Urban Renewal Associates LLC (267) 386-8600	Y	46	46	6/30/2009	10/20/2010	N
109	Pearlye Sutting, Camden NJ	Pearlye Urban Renewal Associates LP (267) 386-8600	Y	69	64	6/27/2006	6/29/2007	N
110	Penn Hills, Ridley Twp. PA	Ridley Development Associates LP (267) 386-8600	Y	49	49	4/16/2012	4/5/2013	N
111	Pointe View at Aspen Hill, Aspen Hill, MD	Parkview at Aspen Hill, LLC (267) 386-8600	Y	120	108	9/30/2019	2/27/2020	N
112	Presidential Estates, Long Branch NJ	Grant Court Housing Urban Renewal Associates LP (267) 386-8600	Y	70	70	12/19/2007	8/3/2009	N
113	Prospect Plaza 1, New York NY	Ocean Hill LLC (267) 386-8600	Y	110	110	6/16/2016	3/31/2017	N
114	Prospect Plaza 2, New York NY	Ocean Hill II LLC (267) 386-8600	Y	149	149	1/15/2017	7/6/2018	N
115	Prospect Plaza 3, New York NY	Ocean Hill III LLC (267) 386-8600	Y	135	135	11/30/2018	9/9/2019	N
116	Providence Square 2, New Brunswick NJ	Providence Square Housing Urban Renewal LLC (267) 386-8600	Y	53	53	10/20/2010	6/1/2011	N
117	Pusey Estates, Upland PA	Pusey Estates Housing Partnership LP (267) 386-8600	Y	77	77	7/22/2005	9/19/2006	N
118	Regent Terrace, Philadelphia PA	Regent Terrace Housing Partnership LP (267) 386-8600	Y	80	80	12/9/2005	1/24/2007	N
119	Reservoir Hill, Baltimore MD	Reservoir Hill Housing LLC (267) 386-8600	Y	64	64	12/20/2006	10/14/2008	N
120	Roosevelt Hospital, Edison NJ	Roosevelt Hospital Housing Urban Renewal Associates LLC (267) 386-8600	Y	55	135	11/30/2017	11/30/2017	N
121	Sacred Heart Residences, Allentown, PA	Sacred Heart Residences LP (267) 386-8600	Y	61	61	2/28/2017	12/13/2018	N
122	Seaview Manor, Long Branch NJ	Seaview Housing Urban Renewal Associates LLC (267) 386-8600	Y	40	40	12/14/2006	2/25/2009	N
123	Sheldrake (The), Philadelphia PA	4901 Spruce Associates (267) 386-8600	Y	33	33	12/27/2004	8/23/2005	N
124	St. Luke's 1, Cleveland OH	St. Luke's Housing Partnership LLC (267) 386-8600	Y	72	72	12/29/2011	5/29/2013	N
125	St. Luke's 2, Cleveland OH	St. Luke's Housing Partnership II LLC (267) 386-8600	Y	65	65	9/30/2012	12/17/2013	N
126	St. Stephens, Washington DC	4000 Benning Road LLC (267) 386-8600	Y	71	71	12/31/2017	2/28/2019	N
127	Steiner Redevelopment, Chattanooga TN	Steiner Redevelopment LLC (267) 386-8600	Y	48	48	4/21/2012	9/4/2013	N
128	Stoneridge Villas Phase I, Madison, AL	Batch Development LLC (267) 386-8600	Y	80	80	7/18/2019	5/19/2020	N
129	Studevan School, Darby Twp. PA	Studevan School Housing Partnership LP (267) 386-8600	Y	36	36	2/1/2001	7/27/2001	N
130	Tullo Towers, Erie PA	The Pennsylvania House Partnership LP (267) 386-8600	Y	113	113	11/8/2007	6/12/2008	N
131	Upland Estates, Upland PA	Upland Estates Housing Partnership LP (267) 386-8600	Y	50	50	12/27/2006	10/1/2008	N
132	Upland Terrace, Upland PA	Upland Terrace Housing Partnership LP (267) 386-8600	Y	51	51	12/31/2004	12/12/2005	N
133	Uplands Rental, Baltimore MD	Uplands Rental Phase I LLC (267) 386-8600	Y	104	77	7/11/2012	4/11/2014	N
134	Vernon House, PhiladelLP (267) 386-8600	Vernon House Housing Partnership LP (267) 386-8600	Y	68	68	9/2/2005	7/19/2006	N
135	Warner Robins Redevelopment - Warner Robins GA	WR Wall Street LLC (267) 386-8600	Y	90	59	Various	9/28/2020	N
136	Weinberg Commons II - Cherry Hill NJ	Springdale II Urban Renewal Associates LLC (267) 386-8600	Y	80	80	11/20/2020	8/23/2022	N
137	Westbrook Village I, Hartford CT	Westbrook I Housing LLC (267) 386-8600	Y	75	60	12/16/2020	9/30/2021	N
138	Widow's Home, Pittsburgh 1-5.	Renaissance Housing FP II LP (267) 386-8600	Y	24	24	11/27/2006	8/27/2007	N
139	William Way, Philadelphia PA	Spruce Street Senior Residences LP (267) 386-8600	Y	56	56	11/29/2013	3/18/2015	N
140	Woodbridge Township, Avenel, NJ	Cedar Meadows Housing Associates LLC (267) 386-8600	Y	101	100	9/30/2019	12/10/2020	N
141	Woodrow Wilson 2, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates II LP (267) 386-8600	Y	57	57	12/11/2013	4/29/2015	N
142	Woodrow Wilson 3, Long Branch NJ	Woodrow Wilson Housing Associates Three LP (267) 386-8600	Y	51	56	10/27/2014	10/9/2015	N
143	Woodrow Wilson 1, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates LP (267) 386-8600	Y	65	65	11/25/2013	12/4/2014	N
144	Wyman House, Baltimore MD	Wyman House LLC (267) 386-8600	Y	175	175	11/30/2017	6/30/2018	N
145	Wynne Senior, Philadelphia PA	Wynne Senior Residences LP (267) 386-8600	Y	51	51	3/31/2017	4/5/2019	N
146	Yates Village Phase I, Schenectady, NY	Yates Village I LLC (267) 386-8600	Y	89	74	7/1/2020	4/18/2022	N
147	Dumplin Hall, Wilkinsburg PA	Dumplin Hall Housing Partnership LP	Y	46	46	12/19/2006	10/8/2007	N
148	York Family Residences York, PA	York Family Residences LLC	Y	56	56	6/30/2021	9/26/2022	N
149	Fairmount-Nine Griffin, GA	Fairmount-Nine Oaks LLC	Y	130	130	10/22/2021	N/A - Not yet issued	N
150	The Residences at North Hill Bond 47 Alexandria, VA	The Residences at North Hill Bond 47 LLC	Y	47	47	N/A - In construction	N/A - Not yet issued	N
151	The Residences at North Hill Bond 94 Alexandria, VA	The Residences at North Hill Bond 94 LLC	Y	94	94	N/A - In construction	N/A - Not yet issued	N
152	The Residences at North Hill 2 Alexandria, VA	The Residences at North Hill 2 LLC	Y	75	75	N/A - In construction	N/A - Not yet issued	N
153	The Senior Residences at North Hill Alexandria, VA	The Senior Residences at North Hill LLC	Y	63	63	N/A - In construction	N/A - Not yet issued	N
154	Mary D Stone Auburn, MA	Mary D. Stone LLC	Y	55	45	9/30/2021	7/29/2022	N
155	Renaissance Row Baltimore, MD	Renaissance Row LLC	Y	84	84	11/1/2021	N/A - Not yet issued	N
156	Dover Veterans Dover, NJ	Dover Veterans Urban Renewal Housing Associates LLC	Y	70	70	7/30/2021	12/13/2022	N
157	Eastern Woods Findlay, OH	Eastern Woods Senior LLC	Y	50	50	4/6/2021	2/2/2023	N
158	Warner Robins Apartments Warner Robins, GA	WR Wall Street II LLC	Y	90	75	9/30/2021	N/A - Not yet issued	N
159	Cedar Apartments Cleveland, OH	Cedar Redevelopment Phase III LLC	Y	75	75	10/12/2021	N/A - Not yet issued	N
160	Kinder Park IV-A Woodlyn, PA	Kinder Park Housing Partnership IV-A LLC	Y	39	39	8/16/2022	N/A - Not yet issued	N
161	Kinder Park IV-B Woodlyn, PA	Kinder Park Housing Partnership IV-B LLC	Y	57	57	8/16/2022	N/A - Not yet issued	N
162	Riverside Housing Wilmington, DE	Riverside Housing Partnership LLC	Y	74	59	12/20/2022	N/A - Not yet issued	N
163	Estate Donoe Redevelopment Project (Estate Tutu Phase I) St Thomas, USVI	Donoe Redevelopment Partners LLC	Y	84	84	N/A - In construction	N/A - Not yet issued	N
164	Newtowne 20 Annapolis, MD	Newtowne 20, LLC	Y	78	78	2/11/2022	N/A - Not yet issued	N
165	Westbrook Village Phase II, Hartford CT	Westbrook II Housing LLC	Y	60	45	4/15/2021	2/28/2022	N
166	Westbrook III Hartford, CT	Westbrook III Housing LLC	Y	65	49	7/15/2022	N/A - Not yet issued	N
167	Julia Bancroft Apartments Auburn, MA	Julia Bancroft LLC	Y	60	45	11/30/2022	N/A - Not yet issued	N
168	Residences at Glenarden Hills 2 Lanham, MD	Residences at Glenarden Hills 2 LLC	Y	55	55	10/30/2020	12/29/2021	N
169	Camp Kilmer Phase B Edison, NJ	Camp Kilmer B Urban Renewal Associates LLC	Y	85	85	9/24/2020	8/30/2022	N
170	Haven at South Atlanta, Atlanta GA	Haven SA LLC	Y	84	71	11/21/2022	N/A - Not yet issued	N
171	Patriot Place, El Paso TX	EP Patriot Place LP	Y	110	110	9/1/2022	N/A - Not yet issued	N
172	Stoneridge Villas Phase II, Madison AL	Batch Development II LLC	Y	65	65	12/31/2022	N/A - Not yet issued	N
173	Carrier Point I, Newport News VA	Choice Neighborhood I LLC	Y	43	37	N/A - In construction	N/A - Not yet issued	N
174	Carrier Point II, Newport News VA	Choice Neighborhood II LLC	Y	38	34	12/30/2022	N/A - Not yet issued	N
175	4145 Apple Street, Cincinnati OH	Apple Street Senior LLC	Y	57	57	5/1/2022	N/A - Not yet issued	N
176	Torrington Riverfront, Torrington CT	Torrington Riverfront LLC	Y	60	45	8/26/2022	N/A - Not yet issued	N
177	Glasboro Special Needs, Glasboro NJ	Lincoln Senior Urban Renewal I LP	Y	65	65	1/31/2023	N/A - Not yet issued	N
178	Choice Neighborhood III-R, Newport News, VA	Choice Neighborhood III-R LLC	Y	71	58	N/A - In construction	N/A - Not yet issued	N
179	Choice Neighborhood IV-R, Newport News, VA	Choice Neighborhood IV-R LLC	Y	84	69	N/A - In construction	N/A - Not yet issued	N
180	Glenarden Hills Phase III, Four, Lanham, MD	Glenarden Hills Phase 3 Four LLC	Y	114	94	N/A - In construction	N/A - Not yet issued	N
181	Glenarden Hills Phase III, Nine, Lanham, MD	Glenarden Hills Phase 3 Nine LLC	Y	44	44	N/A - In construction	N/A - Not yet issued	N
182	Uplands Rental Phase IIA, Baltimore, MD	Uplands Rental Phase IIA Four LLC	Y	78	78	N/A - In construction	N/A - Not yet issued	N
183	Uplands Rental Phase IIB, Baltimore, MD	Uplands Rental Phase IIB Nine LLC	Y	72	72	N/A - In construction	N/A - Not yet issued	N
184	Sharswood Phase I, Philadelphia, PA	Sharswood Phase I LLC	Y	60	50	10/28/2022	N/A - Not yet issued	N
185	Sharswood Phase II, Philadelphia, PA	Sharswood Phase II LLC	Y	59	59	N/A - In construction	N/A - Not yet issued	N
186	Riverside II, Wilmington, DE	Riverside Housing Partnership II LLC	Y	67	50	N/A - In construction	N/A - Not yet issued	N
187	Hawkins Village, Rankin, PA	Hawkins Redevelopment I LLC	Y	54	54	N/A - In construction	N/A - Not yet issued	N
188	Little Lehigh, Allentown, PA	Little Lehigh Redevelopment LLC	Y	50	50	N/A - In construction	N/A - Not yet issued	N

List of LIHTC Developments (Schedule A)

189	Lincoln and Gilbert, Nine, Cincinnati, OH	Lincoln & Gilbert Family LLC	Y	86	86	N/A - In construction	N/A - Not yet issued	N
190	2700 Wewatta, Denver, CO	2700 Wewatta GP LLC	Y	56	56	N/A - In construction	N/A - Not yet issued	N
191	William Barton Rogers School, Boston, MA	Rogers School LLC	Y	74	50	N/A - In construction	N/A - Not yet issued	N
192	Westbrook IV, Hartford, CT	Westbrook IV Housing LLC	Y	60	45	N/A - In construction	N/A - Not yet issued	N
193	Yates Village II, Schenectady, NY	Yates Village II LLC	Y	68	68	N/A - In construction	N/A - Not yet issued	N
194	Taylor I, Troy, NY	Taylor I LLC	Y	141	141	N/A - In construction	N/A - Not yet issued	N
195	McAuley Park Phase I, Atlanta, GA	McAuley Park I LLC	Y	170	160	N/A - In construction	N/A - Not yet issued	N
196	West Point Village Phase I, West Point, GA	West Point Village Phase I LLC	Y	72	42	N/A - In construction	N/A - Not yet issued	N
197	Sun Pointe, El Paso, TX	EP Sun Pointe LP	Y	146	146	N/A - In construction	N/A - Not yet issued	N

* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8602 (per entity/development) for a total of 6.

1st PAGE TOTAL: 15,542 14,467 93% **LIHTC as % of Total Units**
v.01.01.21

List of LIHTC Developments (Schedule A)



Development Name: Choice Neighborhood V
 Name of Applicant: Choice Neighborhood V

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name:	Mark Dambly	Controlling GP (CGP) or Named Managing Member of Proposed property?	Y or N				
Development Name/Location	CGP or Named Managing Member of the time of dev. § 17(N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's (Y/N)	Explain "Y"
1721 Springdale Road - Weinberg Commons I, Cherry Hill, NJ	1721 Springdale Urban Renewal Associates, LLC (267) 386-8600	80	79	10/30/2019	12/6/2020	N	
50 Penn - Brooklyn NY	50 Penn LLC (267) 386-8600	218	218	9/15/2021	N/A - Not yet issued	N	
A. Harry Moore 3, Jersey City NJ	AHM Housing Urban Renewal Associates LLC (267) 386-8600	60	49	11/23/2011	11/28/2012	N	
A. Harry Moore 4, Jersey City NJ	AHM Housing Urban Renewal Associates IV LLC (267) 386-8600	70	59	5/3/2016	12/21/2016	N	
Academy Place Preservation, Trenton NJ	El Barrio Academy Place Urban Renewal Associates, LLC (267) 386-8600	40	40	7/31/2014	12/23/2014	N	
Alexander Hamilton 1, Paterson NJ	Alexander Hamilton Associates LLC (267) 386-8600	80	80	8/31/2011	5/30/2014	N	
Alexander Hamilton 2, Paterson NJ	Alexander Hamilton II Associates LLC (267) 386-8600	50	50	4/1/2015	3/1/2016	N	
Alexander Hamilton 3, Paterson NJ	Alexander Hamilton III Associates LLC (267) 386-8600	50	50	5/16/2014	8/12/2015	N	
Allentown Center Square, Allentown PA	Allentown Center Square Housing Partnership, LP (267) 386-8600	63	63	12/20/2005	11/19/2007	N	
Apollo Dye 2, Paterson NJ	Apollo Dye II Associates LLC (267) 386-8600	63	63	7/1/2017	8/31/2018	N	
Apollo Dye 1, Paterson NJ	Apollo Dye Associates LLC (267) 386-8600	70	70	7/31/2015	5/27/2016	N	
Baldwin's Run 8, Camden NJ	Westfield Acres Urban Renewal Associates II LP (267) 386-8600	73	73	11/2/2007	8/3/2009	N	
Baldwin's Run 9, Camden NJ	Westfield Acres Urban Renewal Associates III LP (267) 386-8600	74	74	5/15/2007	9/23/2008	N	
Bensalem Veterans Residences, Bensalem PA	BSV Housing LP (267) 386-8600	40	40	12/10/2000	7/13/2022	N	
Booth Street, Salisbury MD	Booth Street Phase I LLC (267) 386-8600	84	84	12/20/2016	6/30/2018	N	
Bradock Senior Housing, Bradock PA	Bradock Housing Initiative LP (267) 386-8600	53	53	2/17/2010	8/31/2010	N	
Branch Village, Camden NJ	Branch Village Housing Urban Renewal LLC (267) 386-8600	58	58	7/25/2011	5/29/2012	N	
Brownstones 2, Philadelphia PA	Diamond Street Housing Partnership II LP (267) 386-8600	46	46	10/31/2016	2017	N	
Burwood Gardens, Glen Burnie MD	Burwood Gardens Senior LLC (267) 386-8600	100	100	11/18/2013	12/27/2014	N	
Bushwick Gardens, Brooklyn NY	Bushwick Gardens I LLC (267) 386-8600	372	0	4/26/2021	N/A - Not yet issued	N	
C.W. Brooks, Hagerstown MD	C.W. Brooks LLC (267) 386-8600	60	60	6/30/2011	8/24/2012	N	
Campbell Furcell	Brackett Road Housing LLC (267) 386-8600	65	50	Various	12/4/2020	N	
Camp Kilmer A	Camp Kilmer A Urban Renewal Associates LLC (267) 386-8600	86	86	7/21/2020	4/28/2022	N	
Carl Miller Homes, Trenton NJ	Carl Miller Associates I LLC (267) 386-8600	204	204	7/31/2014	4/22/2015	N	
Cedar 2, Cleveland OH	Cedar Redevelopment Phase II LP (267) 386-8600	50	30	12/12/2016	4/30/2018	N	
Cedar 1, Cleveland OH	Cedar Redevelopment Phase I LP (267) 386-8600	61	61	4/30/2017	4/30/2018	N	
Centerville 12, Camden NJ	Centerville Urban Renewal II LLC (267) 386-8600	70	70	6/1/2009	11/23/2009	N	
Centerville 7, Camden NJ	Centerville Housing Urban Renewal Associates LLC (267) 386-8600	74	74	12/12/2008	8/3/2009	N	
Chapel Green, Baltimore MD	Pennrose East Baltimore Rental LLC (267) 386-8600	63	48	4/19/2009	9/13/2010	N	
Chateau (The), Baltimore MD	Chateau Housing Partnership LLC (267) 386-8600	47	35	10/31/2002	2/18/2005	N	
Church Street/H.E. Kapp, Flemington NJ	Church Street Housing Urban Renewal Associates LP (267) 386-8600	40	40	11/10/2005	1/4/2008	N	
City View Landing Senior, Newark NJ	Scudder Homes Family Urban Renewal LP (267) 386-8600	58	58	5/5/2008	4/22/2010	N	
Clairton Apartments, Clairton PA	Clairton Housing Partnership LP (267) 386-8600	44	44	12/1/2004	7/18/2005	N	
Cloisters 3, Philadelphia PA	Cloisters III Housing Partnership LP (267) 386-8600	50	50	3/22/2007	9/9/2008	N	
Castello Building, Old Bridge NJ	Old Bridge Housing Urban Renewal II LLC (267) 386-8600	61	61	12/20/2006	10/10/2008	N	
Cottage Hill Place, Mobile, AL	Cottage Hill Place LLC (267) 386-8600	80	80	7/30/2018	9/16/2019	N	
Crest Manor, Abingdon Twp. PA	Crest Manor Housing Partnership LP (267) 386-8600	46	46	11/30/2017	12/6/2019	N	
Cumberland Gardens 1, Allentown PA	Cumberland Gardens I Housing Partnership LP (267) 386-8600	74	74	10/31/2012	3/30/2016	N	
Cumberland Gardens 2, Allentown PA	Cumberland Gardens 2 Housing Partnership (267) 386-8600	70	70	10/19/2014	5/31/2016	N	
Deerwood Hills, Washington DC	Deerwood Hills LLC (267) 386-8600	150	150	8/31/2018	5/31/2019	N	
Delaware Terrace 1, Easton PA	Delaware Terrace Housing LP (267) 386-8600	56	54	12/13/2010	8/17/2012	N	
Delaware Terrace 2, Easton PA	Delaware Terrace Housing II LP (267) 386-8600	40	40	12/7/2011	2/19/2013	N	
Fairgrounds 1, Chester Twp. PA	Fairgrounds Housing Partnership LP (267) 386-8600	73	73	12/1/2008	3/4/2010	N	
Fairgrounds 2, Chester Twp. PA	Fairgrounds Housing Partnership II LP (267) 386-8600	71	71	12/9/2010	6/24/2011	N	
Fairgrounds 3, Chester Twp. PA	Fairgrounds Housing Partnership III LP (267) 386-8600	48	48	3/28/2012	12/27/2012	N	
Fairgrounds 4, Chester Twp. PA	Fairgrounds Housing Partnership IV LP (267) 386-8600	71	71	6/29/2013	12/24/2014	N	
Fairview Village, Phoenixville PA	Fairview Court Development LP (267) 386-8600	36	36	6/26/2013	12/17/2014	N	
Fellon Lofts, Steelton PA	Steelton Walnut Limited Partnership	63	63	5/31/2012	5/23/2013	N	
French Creek Manor, Phoenixville PA	French Creek Housing Partnership LP (267) 386-8600	70	70	11/9/2004	3/22/2005	N	
Garden Valley 2, Cleveland OH	Garden Valley Housing Partnership II LP (267) 386-8600	57	57	7/28/2011	1/18/2013	N	
Garden Valley 3, Cleveland OH	Garden Valley Housing Partnership III LP (267) 386-8600	69	69	12/30/2011	2/20/2014	N	
Garden Valley 4, Cleveland OH	Garden Valley Housing Partnership IV LP (267) 386-8600	81	81	12/16/2010	3/7/2012	N	
Garfield Court 1, Long Branch NJ	Garfield Court Urban Renewal Housing Associates LP (267) 386-8600	60	60	12/18/2006	8/27/2007	N	
Garfield Court 2, Long Branch NJ	Garfield Two Housing Urban Renewal LP (267) 386-8600	61	61	12/11/2000	12/22/2009	N	
Glenarden Phase I, Lanham, MD	Glenarden Phase I LLC (267) 386-8600	114	87	4/29/2002	8/14/2020	N	
Glenbrook at Oxmoor	Birmingham AL Glenbrook at Oxmoor I LLC (267) 386-8600	100	100	5/6/2009	6/11/2010	N	
Hamilton (The), Poughkeepsie NY	400 Main LLC (267) 386-8600	57	57	12/20/2005	9/7/2007	N	
Hanover Shoe Senior, Hanover PA	Hanover Office Limited Partnership LP (267) 386-8600	24	24	1/28/2008	9/9/2008	N	
HART 1A, Allentown PA	MART I Housing Partnership LP (267) 386-8600	80	80	11/15/2007	10/9/2008	N	
HART 1B, Allentown PA	HART II Housing Partnership LP (267) 386-8600	79	79	9/21/2007	4/14/2008	N	
HART 2B, Allentown PA	HART IV Housing Partnership LP (267) 386-8600	50	50	11/24/2009	2/8/2010	N	
HART 2A, Allentown PA	HART III Housing Partnership LP (267) 386-8600	60	60	12/11/2008	8/20/2010	N	
Heritage Overlook, Glen Burnie MD	Heritage Overlook LLC (267) 386-8600	100	100	5/30/2018	12/7/2018	N	
Hermilodge Senior, Hermilodge PA	Hermilodge Senior Housing LP (267) 386-8600	40	40	12/18/2006	8/27/2007	N	
Hickman Expansion, West Chester PA	325 N. Walnut Street LP (267) 386-8600	60	60	12/23/2010	12/15/2011	N	
Hope Gardens, Brooklyn NY	Hope Gardens I LLC (267) 386-8600	949	949	1/20/2022	8/23/2022	N	
Jefferson Heights, New Wan CT	Jefferson Heights Housing LLC (267) 386-8600	70	70	12/20/2013	3/5/2015	N	
Jefferson School, Patstown PA	Jefferson School Housing Partnership LP (267) 386-8600	46	46	7/03/2003	12/19/2003	N	
Kinder Park 1, Ridley Twp. PA	Kinder Park Housing Partnership I LP (267) 386-8600	48	48	12/19/2015	8/4/2017	N	
Kinder Park 2, Ridley Twp. PA	Kinder Park Housing Partnership II LP (267) 386-8600	50	50	12/6/2016	9/25/2018	N	
Kinder Park 3, Ridley Twp. PA	Kinder Park Housing Partnership III LP (267) 386-8600	56	56	1/30/2018	3/23/2020	N	
Laurel Estates, North Union Twp. PA	Laurel Estates Housing LP (267) 386-8600	56	56	11/26/2008	6/18/2009	N	
Legacy Commons, Farrell PA	Legacy Commons Housing Partnership LP (267) 386-8600	29	29	9/27/2004	8/30/2005	N	
Liberty Place, Fort Lee NJ	Fort Lee Housing Associates LP (267) 386-8600	60	60	11/20/2003	10/15/2007	N	
Limerick Green, Limerick PA	Limerick Green Housing Partnership LP (267) 386-8600	80	80	4/27/2000	12/20/2000	N	
Lofts/Master Street, Philadelphia PA	Master Street Housing Partnership LP (267) 386-8600	62	62	12/16/2005	6/27/2007	N	
McCalle Homes 2, Chattanooga TN	Alan Park Housing Partnership LP (267) 386-8600	101	101	12/31/2005	5/24/2006	N	
McCalle Homes 3, Chattanooga TN	The Villager Housing Partnership LLC (267) 386-8600	102	102	12/15/2006	2/27/2007	N	
Memphis Triangle 2, Memphis TN	Memphis Triangle Family LLC (267) 386-8600	106	86	11/21/2013	5/18/2015	N	
Memphis Triangle 3, Memphis TN	Memphis Triangle III LLC (267) 386-8600	105	84	11/21/2014	2/23/2015	N	
Memphis Triangle 4, Memphis TN	Memphis Triangle Phase IV LLC (267) 386-8600	67	63	10/13/2015	12/31/2015	N	
Memphis Triangle 1, Memphis TN	Memphis Triangle Senior LLC (267) 386-8600	84	84	12/13/2012	12/31/2012	N	
Meriden Commons I, Meriden, CT	Meriden Mills LLC (267) 386-8600	75	60	6/30/2018	12/17/2018	N	
Oaks at Park Pointe (Meriwether Redevelopment I), Griffin GA	Meriwether Redevelopment I LLC (267) 386-8600	84	84	11/20/2015	5/19/2016	N	
Iris at Park Pointe (Meriwether II), Griffin, GA	Meriwether Redevelopment II LLC (267) 386-8600	85	85	12/30/2017	3/7/2019	N	
Terraces at the Park (Meriwether III), Griffin, GA	Meriwether Redevelopment III LLC (267) 386-8600	68	68	12/3/2018	11/25/2019	N	
Merrill Mill Road, Salisbury, MD	Merrill Mill Road LLC (267) 386-8600	75	67	Various	12/2/2020	N	
Montgomery Heights II, Newark NJ	Montgomery Two Housing Urban Renewal LLC (267) 386-8600	154	153	2/4/2020	10/1/2021	N	
Montgomery Heights, Newark NJ	Montgomery Street Housing Urban Renewal LLC (267) 386-8600	80	80	8/31/2010	9/14/2011	N	
Moravia Park, Baltimore MD	Moravia Park Drive LLC (267) 386-8600	60	60	3/30/2009	5/13/2010	N	
New Brunswick Performing Arts Center, New Brunswick NJ	NBCCR Urban Renewal LLC (267) 386-8600	207	42	2/15/2022	4/14/2022	N	
North Hills 1, Ross Twp. PA	North Hills Housing 1 LP (267) 386-8600	40	40	12/4/2010	8/24/2011	N	
North Hills 2, Ross Twp. PA	North Hills Housing II LP (267) 386-8600	37	37	2/4/2011	1/10/2012	N	
North Hills Manor, Glenside, PA	NHM Housing LP (267) 386-8600	50	50	2/26/2021	N/A - Not yet issued	N	
Oaks of Camden, Chattanooga TN	Johnson Terrace LLC (267) 386-8600	57	57	11/26/2007	2/21/2008	N	
Obery Court 1, Annapolis MD	Obery Court Phase I LLC (267) 386-8600	50	50	5/5/2010	2/24/2011	N	
Obery Court 2, Annapolis MD	Obery Court/College Creek Phase II LLC (267) 386-8600	63	63	12/7/2012	4/9/2014	N	
Obery Court 3, Annapolis MD	Obery Court/College Creek Phase III LLC (267) 386-8600	61	61	6/10/2016	3/31/2017	N	

List of LIHTC Developments (Schedule A)

101	Orchard Ridge 2, Baltimore MD	Orchard Ridge Rental II LLC (267) 386-8600	Y	72	57	3/3/2009	8/24/2010	N
102	Orchard Ridge 3, Baltimore MD	Orchard Ridge Rental III LLC (267) 386-8600	Y	77	77	10/23/2009	1/24/2011	N
103	Orchard Ridge 4, Baltimore MD	Orchard Ridge Rental IV LLC (267) 386-8600	Y	64	64	10/30/2014	12/1/2015	N
104	Orchard Ridge 5, Baltimore MD	Orchard Ridge Rental V LLC (267) 386-8600	Y	65	58	7/11/2017	5/30/2018	N
105	Orchard Ridge I, Baltimore MD	Orchard Ridge Rental I LLC (267) 386-8600	Y	100	80	7/16/2008	9/14/2009	N
106	Oxford Village, Oxford PA	Oxford Village Housing Partners LP (267) 386-8600	Y	50	50	11/8/1999	11/27/2000	N
107	Patriot's Cove, Barnegat NJ	patriot's Cove Urban Renewal Associates LLC (267) 386-8600	Y	46	46	4/30/2009	10/20/2010	N
108	Pearly's Sailing, Camden NJ	Pearly's Urban Renewal Associates LP (267) 386-8600	Y	69	64	4/27/2006	4/29/2007	N
109	Penn Hills, Ridley Twp, PA	Ridley Development Associates LP (267) 386-8600	Y	49	49	4/16/2012	4/5/2013	N
110	Pointe View at Aspen Hill, Aspen Hill, MD	Parkview at Aspen Hill, LLC (267) 386-8600	Y	120	108	9/30/2019	2/27/2020	N
111	Residential Estates, Long Branch NJ	Grant Court Housing Urban Renewal Associates LP (267) 386-8600	Y	70	70	12/19/2007	8/3/2009	N
112	Prospect Plaza 1, New York NY	Ocean Hill LLC (267) 386-8600	Y	110	110	6/16/2016	3/31/2017	N
113	Prospect Plaza 2, New York NY	Ocean Hill II LLC (267) 386-8600	Y	149	149	1/15/2017	7/6/2018	N
114	Prospect Plaza 3, New York NY	Ocean Hill III LLC (267) 386-8600	Y	135	135	11/30/2018	9/9/2019	N
115	Providence Square 2, New Brunswick NJ	Providence Square Housing Urban Renewal LLC (267) 386-8600	Y	53	53	10/20/2010	6/1/2011	N
116	Pusey Estates, Upland PA	Pusey Estates Housing Partnership LP (267) 386-8600	Y	77	77	7/22/2005	9/19/2006	N
117	Regent Terrace, Philadelphia PA	Regent Terrace Housing Partnership LP (267) 386-8600	Y	80	80	12/9/2005	1/24/2007	N
118	Reservoir Hill, Baltimore MD	Reservoir Hill Housing LLC (267) 386-8600	Y	64	64	12/20/2006	10/14/2008	N
119	Roosevelt Hospital, Edison NJ	Roosevelt Hospital Housing Urban Renewal Associates LLC (267) 386-8600	Y	55	135	11/30/2017	10/23/2019	N
120	Sacred Heart Residences, Allentown, PA	Sacred Heart Residences LP (267) 386-8600	Y	61	61	2/28/2017	12/13/2018	N
121	Seaview Manor, Long Branch NJ	Seaview Housing Urban Renewal Associates LLC (267) 386-8600	Y	40	40	12/14/2006	2/25/2009	N
122	Sheldrake (The), Philadelphia PA	4901 Spruce Associates (267) 386-8600	Y	33	33	12/27/2004	8/23/2005	N
123	St. Luke's 1, Cleveland OH	St. Luke's Housing Partnership LLC (267) 386-8600	Y	72	72	12/29/2011	5/29/2013	N
124	St. Luke's 2, Cleveland OH	St. Luke's Housing Partnership II LLC (267) 386-8600	Y	65	65	9/30/2012	12/17/2013	N
125	St. Stephens, Washington DC	4000 Benning Road LLC (267) 386-8600	Y	71	71	12/31/2017	2/28/2019	N
126	Steiner Redevelopment, Chattanooga TN	Steiner Redevelopment LLC (267) 386-8600	Y	48	48	6/21/2012	9/4/2013	N
127	Stoneridge Villas Phase I, Madison, AL	Balch Development LLC (267) 386-8600	Y	80	80	7/18/2019	5/19/2020	N
128	Tullo Towers, Erie PA	The Pennsylvania House Partnership LP (267) 386-8600	Y	113	113	11/8/2007	6/12/2008	N
129	Upland Estates, Upland PA	Upland Estates Housing Partnership LP (267) 386-8600	Y	50	50	12/27/2006	10/1/2008	N
130	Upland Terrace, Upland PA	Upland Terrace Housing Partnership LP (267) 386-8600	Y	51	51	12/31/2004	12/1/2005	N
131	Uplands Rental, Baltimore MD	Uplands Rental Phase I LLC (267) 386-8600	Y	104	77	7/11/2012	4/11/2014	N
132	Vernon House, Philadelphia PA	Vernon House Housing Partnership LP (267) 386-8600	Y	68	68	9/27/2005	7/17/2006	N
133	Warner Robins Redevelopment - Warner Robins GA	WR Wall Street LLC (267) 386-8600	Y	90	59	Various	9/28/2020	N
134	Weinberg Commons I - Cherry Hill NJ	Springdale II Urban Renewal Associates LLC (267) 386-8600	Y	80	80	11/20/2020	8/23/2022	N
135	Westbridge Apartments, Bridgewater PA	Westbridge Housing Partnership LP (267) 386-8600	Y	24	24	7/5/2000	12/14/2000	N
136	Westbrook Village I, Hartford CT	Westbrook I Housing LLC (267) 386-8600	Y	75	60	12/16/2020	9/30/2021	N
137	Widow's Home, Pittsburgh 1-6.	Renaissance Housing FP II LP (267) 386-8600	Y	24	24	11/27/2006	8/27/2007	N
138	William Way, Philadelphia PA	Spruce Street Senior Residences LP (267) 386-8600	Y	56	56	11/29/2013	3/18/2015	N
139	Woodbridge Township, Avenel, NJ	Cedar Meadows Housing Associates LLC (267) 386-8600	Y	101	100	9/30/2019	12/10/2020	N
140	Woodrow Wilson 2, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates II LP (267) 386-8600	Y	57	57	12/11/2013	4/29/2015	N
141	Woodrow Wilson 3, Long Branch NJ	Woodrow Wilson Housing Associates Three LP (267) 386-8600	Y	51	46	10/27/2014	10/9/2015	N
142	Woodrow Wilson I, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates LP (267) 386-8600	Y	65	65	11/25/2013	12/4/2014	N
143	Wyman House, Baltimore MD	Wyman House LLC (267) 386-8600	Y	175	175	11/30/2017	4/30/2018	N
144	Wynne Senior, Philadelphia PA	Wynne Senior Residences LP (267) 386-8600	Y	51	51	3/31/2017	4/5/2019	N
145	York Family Residences York, PA	York Family Residences LLC	Y	56	56	4/30/2021	9/24/2022	N
146	Fairmount-Nine Griffin, GA	Fairmount-Nine Oaks LLC	Y	130	130	10/22/2021	N/A - Not yet issued	N
147	The Residences of North Hill Bond 47 Alexandria, VA	The Residences of North Hill Bond 47 LLC	Y	47	47	N/A - In construction	N/A - Not yet issued	N
148	The Residences of North Hill Bond 94 Alexandria, VA	The Residences of North Hill Bond 94 LLC	Y	94	94	N/A - In construction	N/A - Not yet issued	N
149	The Residences of North Hill 2 Alexandria, VA	The Residences of North Hill 2 LLC	Y	75	75	N/A - In construction	N/A - Not yet issued	N
150	The Senior Residences of North Hill Alexandria, VA	The Senior Residences of North Hill LLC	Y	63	63	N/A - In construction	N/A - Not yet issued	N
151	Mary D Stone Auburn, MA	Mary D. Stone LLC	Y	55	45	9/30/2021	7/29/2022	N
152	Renaissance Row Baltimore, MD	Renaissance Row LLC	Y	84	84	11/1/2021	N/A - Not yet issued	N
153	Dover Veterans Dover, NJ	Dover Veterans Urban Renewal Housing Associates LLC	Y	70	70	7/30/2021	12/13/2022	N
154	Eastern Woods Findlay, OH	Eastern Woods Senior LLC	Y	50	50	4/6/2021	2/2/2023	N
155	Warner Robins Apartments Warner Robins, GA	WR Wall Street II LLC	Y	90	75	9/30/2021	N/A - Not yet issued	N
156	Cedar Apartments Cleveland, OH	Cedar Redevelopment Phase III LLC	Y	75	75	10/19/2021	N/A - Not yet issued	N
157	Kinder Park IV-A Woodlyn, PA	Kinder Park Housing Partnership IV-A LLC	Y	39	39	8/14/2022	N/A - Not yet issued	N
158	Kinder Park IV-B Woodlyn, PA	Kinder Park Housing Partnership IV-B LLC	Y	57	57	8/16/2022	N/A - Not yet issued	N
159	Riverside Housing Wilmington, DE	Riverside Housing Partnership I LLC	Y	74	59	12/20/2022	N/A - Not yet issued	N
160	Estate Donor Redevelopment Project (Estate Tulu Phase I) St Thomas, USVI	Donor Redevelopment Partners LLC	Y	84	84	N/A - In construction	N/A - Not yet issued	N
161	Newtowne 20 Annapolis, MD	Newtowne 20, LLC	Y	78	78	2/11/2022	N/A - Not yet issued	N
162	Westbrook Village Phase II, Hartford CT	Westbrook II Housing LLC	Y	60	45	4/15/2021	2/28/2022	N
163	Westbrook III Hartford, CT	Westbrook III Housing LLC	Y	65	49	7/15/2022	N/A - Not yet issued	N
164	Julia Bancroft Apartments Auburn, MA	Julia Bancroft LLC	Y	60	45	11/30/2022	N/A - Not yet issued	N
165	Residences of Glenarden Hills 2 Lanham, MD	Residences of Glenarden Hills 2 LLC	Y	55	55	10/30/2020	12/29/2021	N
166	Camp Kilmer Phase B Edison, NJ	Camp Kilmer B Urban Renewal Associates LLC	Y	85	85	9/24/2020	8/30/2022	N
167	Haven at South Atlanta, Atlanta GA	Haven SA LLC	Y	84	71	11/23/2022	N/A - Not yet issued	N
168	Patriot Place, El Paso TX	EP Patriot Place LP	Y	110	110	9/12/2022	N/A - Not yet issued	N
169	Stoneridge Villas Phase II, Madison AL	Balch Development II LLC	Y	65	65	12/31/2022	N/A - Not yet issued	N
170	Carrier Point I, Newport News VA	Choice Neighborhood I LLC	Y	43	37	N/A - In construction	N/A - Not yet issued	N
171	Carrier Point II, Newport News VA	Choice Neighborhood II LLC	Y	38	34	12/30/2022	N/A - Not yet issued	N
172	4145 Apple Street, Cincinnati OH	Apple Street Senior LLC	Y	57	57	2/1/2022	N/A - Not yet issued	N
173	Torrington Riverfront, Torrington CT	Torrington Riverfront LLC	Y	60	45	8/26/2022	N/A - Not yet issued	N
174	Glasboro Special Needs, Glasboro NJ	Lincoln Senior Urban Renewal I LP	Y	65	65	1/31/2023	N/A - Not yet issued	N
175	Choice Neighborhood III-R, Newport News, VA	Choice Neighborhood III-R LLC	Y	71	58	N/A - In construction	N/A - Not yet issued	N
176	Choice Neighborhood IV-R, Newport News, VA	Choice Neighborhood IV-R LLC	Y	84	69	N/A - In construction	N/A - Not yet issued	N
177	Glenarden Hills Phase III, Four, Lanham, MD	Glenarden Hills Phase 3 Four LLC	Y	114	94	N/A - In construction	N/A - Not yet issued	N
178	Glenarden Hills Phase III, Nine, Lanham, MD	Glenarden Hills Phase 3 Nine LLC	Y	44	44	N/A - In construction	N/A - Not yet issued	N
179	Uplands Rental Phase IIIA, Baltimore, MD	Uplands Rental Phase IIIA Four LLC	Y	78	78	N/A - In construction	N/A - Not yet issued	N
180	Uplands Rental Phase IIIB, Baltimore, MD	Uplands Rental Phase IIIB Nine LLC	Y	72	72	N/A - In construction	N/A - Not yet issued	N
181	Sharwood Phase I, Philadelphia, PA	Sharwood Phase I LLC	Y	60	50	10/28/2022	N/A - Not yet issued	N
182	Sharwood Phase II, Philadelphia, PA	Sharwood Phase II LLC	Y	59	59	N/A - In construction	N/A - Not yet issued	N
183	Riverside II, Wilmington, DE	Riverside Housing Partnership II LLC	Y	67	50	N/A - In construction	N/A - Not yet issued	N
184	Hawkins Village, Rankin, PA	Hawkins Redevelopment I LLC	Y	54	54	N/A - In construction	N/A - Not yet issued	N
185	Little Lehigh, Allentown, PA	Little Lehigh Redevelopment LLC	Y	50	50	N/A - In construction	N/A - Not yet issued	N
186	Lincoln and Gilbert, Nine, Cincinnati, OH	Lincoln & Gilbert Family LLC	Y	86	86	N/A - In construction	N/A - Not yet issued	N
187	2700 Wewatta, Denver, CO	2700 Wewatta GP LLC	Y	56	56	N/A - In construction	N/A - Not yet issued	N
188	William Barton Rogers School, Boston, MA	Rogers School LLC	Y	74	50	N/A - In construction	N/A - Not yet issued	N
189	Westbrook IV, Hartford, CT	Westbrook IV Housing LLC	Y	60	45	N/A - In construction	N/A - Not yet issued	N
190	Yates Village II, Schenectady, NY	Yates Village II LLC	Y	68	68	N/A - In construction	N/A - Not yet issued	N
191	Taylor I, Troy, NY	Taylor I LLC	Y	141	141	N/A - In construction	N/A - Not yet issued	N
192	McAuley Park Phase I, Atlanta, GA	McAuley Park I LLC	Y	170	160	N/A - In construction	N/A - Not yet issued	N
193	West Point Village Phase I, West Point, GA	West Point Village Phase I LLC	Y	72	42	N/A - In construction	N/A - Not yet issued	N
194	Sun Pointe, El Paso, TX	EP Sun Pointe LP	Y	146	146	N/A - In construction	N/A - Not yet issued	N

* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8622 (per entity/development) for a total of 4.

1st PAGE

TOTAL:

15,193

14,133

LIHTC as % of Total Units
v.01.01.21

List of LIHTC Developments (Schedule A)



Development Name: Choice Neighborhood IV-R
 Name of Applicant: Choice Neighborhood IV-R LLC

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name:	Timothy Henkel		Controlling GP (CGP) or Named Managing Member of Proposed property?		Y	Y or N	
Development Name/Location	CGP or Named Managing Member at the time of dev.?	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823(s) (Y/N)	Explain "Y"
1721 Springdale Road - Weinberg Commons I, Cherry Hill, NJ	Y	80	79	10/30/2019	12/6/2020		
50 Penn - Brooklyn NY	Y	218	218	9/15/2021	N/A - Not yet issued	N	
A. Harry Moore 3, Jersey City NJ	Y	49	49	11/23/2011	11/28/2012	N	
A. Harry Moore 4, Jersey City NJ	Y	70	59	5/3/2016	12/21/2016	N	
Academy Place Preservation, Trenton NJ	Y	40	40	7/31/2014	12/23/2014	N	
Alexander Hamilton 1 Paterson,011.L	Y	80	80	8/31/2011	5/30/2014	N	
Alexander Hamilton 2, Paterson NJ	Y	50	50	6/1/2015	3/14/2016	N	
Alexander Hamilton 3, Paterson NJ	Y	50	50	5/16/2014	8/12/2015	N	
Apollo Dye 2, Paterson NJ	Y	63	63	7/1/2017	8/31/2018	N	
Apollo Dye 1, Paterson NJ	Y	70	70	7/3/2015	5/27/2016	N	
Bensalem Veterans Residences, Bensalem PA	Y	40	40	12/10/2020	7/13/2022	N	
Booth Street, Salisbury MD	Y	84	84	12/20/2016	6/30/2018	N	
Braddock Senior Housing, Braddock PA	Y	53	53	2/17/2010	8/31/2010	N	
Branch Village, Camden NJ	Y	58	58	7/5/2011	5/29/2012	N	
Burwood Gardens, Glen Burnie MD	Y	100	100	11/18/2013	12/27/2014	N	
Bushwick Gardens, Brooklyn NY	Y	372	0	4/26/2021	N/A - Not yet issued	N	
C.W. Brooks, Hagerstown MD	Y	60	60	6/30/2011	8/24/2012	N	
Campbell Purcell	Y	65	50	Various	12/4/2020	N	
Camp Kilmer A	Y	86	86	7/21/2020	12/4/2020	N	
Carl Miller Homes, Trenton NJ	Y	204	204	7/31/2014	4/22/2015	N	
Cedar 2, Cleveland OH	Y	50	30	12/12/2016	4/30/2018	N	
Cedar 1, Cleveland OH	Y	61	61	4/30/2017	4/30/2018	N	
Chapel Green, Baltimore MD	Y	63	48	6/18/2009	9/13/2010	N	
Cottage Hill Place, Mobile, AL	Y	80	80	7/30/2018	9/16/2019	N	
Crest Manor, Abingdon Twp. PA	Y	46	46	11/30/2017	12/6/2019	N	
Cumberland Gardens 1, Allentown PA	Y	74	74	10/31/2012	3/30/2016	N	
Cumberland Gardens 2, Allentown PA	Y	70	70	10/9/2014	5/31/2016	N	
Deanwood Hills, Washington DC	Y	150	150	8/3/2018	5/31/2019	N	
Delaware Terrace 1, Easton PA	Y	56	56	12/13/2010	8/17/2012	N	
Delaware Terrace 2, Easton PA	Y	40	40	12/17/2011	12/19/2013	N	
Fairgrounds 1, Chester Twp. PA	Y	73	73	12/1/2008	3/4/2010	N	
Fairgrounds 2, Chester Twp. PA	Y	71	71	12/9/2010	6/24/2011	N	
Fairgrounds 3, Chester Twp. PA	Y	48	48	3/28/2012	12/27/2012	N	
Fairgrounds 4, Chester Twp. PA	Y	71	71	6/29/2013	12/4/2014	N	
Fairview Village, Phoenixville PA	Y	36	36	6/26/2013	12/17/2014	N	
Fellon Lofts, Steelton PA	Y	63	63	5/31/2012	5/23/2013	N	
Garden Valley 2, Cleveland OH	Y	57	57	7/28/2011	1/18/2013	N	
Garden Valley 3, Cleveland OH	Y	69	69	12/30/2011	2/20/2014	N	
Garden Valley 1, Cleveland OH	Y	81	81	12/16/2010	3/7/2012	N	
Garden Valley 4, Cleveland OH	Y	60	60	12/16/2010	10/27/2017	N	
Garfield Court 1, Long Branch NJ	Y	67	61	12/11/2008	12/22/2009	N	
Garfield Court 2, Long Branch NJ	Y	61	61	4/28/2010	6/14/2011	N	
Glenarden Phase 1, Lanham MD	Y	114	87	4/29/2020	8/14/2020	N	
Glenbrook at Oxmoor,	Y	100	100	5/6/2009	6/11/2010	N	
Heritage Overlook, Glen Burnie MD	Y	100	100	5/30/2018	12/7/2018	N	
Hickman Expansion, West Chester PA	Y	60	60	12/23/2010	12/15/2011	N	
Hope Gardens, Brooklyn NY	Y	949	949	1/20/2022	8/23/2022	N	
Jefferson Heights, New Wan CT	Y	70	70	12/20/2013	3/5/2015	N	
Kinder Park 1, Ridley Twp. PA	Y	48	48	12/19/2015	8/4/2017	N	
Kinder Park 2, Ridley Twp. PA	Y	50	50	12/6/2016	9/25/2018	N	
Kinder Park 3, Ridley Twp. PA	Y	56	56	1/30/2018	3/23/2020	N	
McCallie Homes 2, Chattanooga TN	Y	101	101	12/31/2005	2/24/2006	N	
McCallie Homes 3, Chattanooga TN	Y	102	102	12/15/2006	2/27/2007	N	
Memphis Triangle 2, Memphis TN	Y	106	86	11/21/2013	5/18/2015	N	
Memphis Triangle 3, Memphis TN	Y	105	84	11/21/2014	2/23/2015	N	
Memphis Triangle 4, Memphis TN	Y	67	63	10/13/2015	12/31/2015	N	
Memphis Triangle 1, Memphis TN	Y	84	84	12/13/2012	12/31/2012	N	
Meriden Commons I, Meriden, CT	Y	75	60	6/30/2018	12/17/2018	N	
Oaks at Park Pointe (Meriwether Redevelopment I), Griffin GA	Y	84	84	11/20/2015	5/19/2016	N	
Iris at Park Pointe (Meriwether II), Griffin, GA	Y	85	85	12/30/2017	3/7/2019	N	
Terraces at the Park (Meriwether III), Griffin, GA	Y	68	68	12/3/2018	11/25/2019	N	
Memf Mill Road , Salisbury, MD	Y	75	67	Various	12/2/2020	N	
Montgomery Heights II, Newark, NJ	Y	154	153	2/4/2020	10/1/2021	N	
Montgomery Heights, Newark NJ	Y	80	80	8/31/2010	9/14/2011	N	
Moravia Park, Baltimore MD	Y	60	60	3/30/2009	5/12/2010	N	
New Brunswick Performing Arts Center, New Brunswick NJ	Y	207	42	2/5/2020	4/14/2022	N	
North Hills 1, Ross Twp. PA	Y	60	60	12/6/2010	8/26/2011	N	
North Hills 2, Ross Twp. PA	Y	37	37	2/4/2011	1/10/2012	N	
North Hills Manor, Glenside, PA	Y	50	50	2/26/2021	N/A - Not yet issued	N	
Oaks at Liberty, Baltimore MD	Y	75	75	11/2/2001	6/19/2002	N	
Obery Court 1, Annapolis MD	Y	50	50	5/5/2010	2/24/2011	N	
Obery Court 2, Annapolis MD	Y	63	63	12/7/2012	4/9/2014	N	
Obery Court 3, Annapolis MD	Y	61	61	6/10/2016	3/31/2017	N	
Orchard Ridge 3, Baltimore MO	Y	77	77	10/23/2009	1/24/2011	N	
Orchard Ridge 4, Baltimore MD	Y	64	64	10/30/2014	12/1/2015	N	
Orchard Ridge 5, Baltimore MD	Y	65	58	7/11/2017	5/30/2018	N	
Patino's Cove, Bamegal NJ	Y	46	46	6/30/2009	10/20/2010	N	
Penn Hills, Ridley Twp. PA	Y	49	49	4/16/2012	4/5/2013	N	
Pointe View at Aspen Hill, Aspen Hill, MD	Y	120	108	9/30/2019	2/27/2020	N	
Prospect Plaza 1, New York NY	Y	110	110	6/16/2016	3/31/2017	N	
Prospect Plaza 2, New York NY	Y	149	149	1/15/2017	7/6/2018	N	
Prospect Plaza 3, New York NY	Y	135	135	11/30/2018	9/9/2019	N	
Providence Square 2, New Brunswick NJ	Y	53	53	10/20/2010	6/1/2011	N	
Roosevelt Hospital, Edison NJ	Y	135	135	11/30/2017	10/23/2019	N	
Sacred Heart Residences, Allentown, PA	Y	61	61	2/28/2017	12/13/2018	N	
St. Luke's I, Cleveland OH	Y	72	72	12/29/2011	5/29/2013	N	
South Greengate Commons, Hempfield Twp. PA	Y	45	45	9/26/2013	9/5/2014	N	

List of LIHTC Developments (Schedule A)

88	St. Luke's 2, Cleveland OH	St. Luke's Housing Partnership II LLC (267) 386-8600	Y	65	65	9/30/2012	12/17/2013	N
89	St. Stephens, Washington DC	4000 Benning Road LLC (267) 386-8600	Y	71	71	12/31/2017	2/28/2019	N
90	Steiner Redevelopment, Chattanooga TN	Steiner Redevelopment LLC (267) 386-8600	Y	48	48	6/21/2012	9/4/2013	N
91	Stoneridge Villas Phase I, Madison, AL	Balch Development LLC (267) 386-8600	Y	80	80	7/18/2019	5/19/2020	N
92	Uplands Rental, Baltimore MD	Uplands Rental Phase I LLC (267) 386-8600	Y	104	77	7/11/2012	4/11/2014	N
93	Warner Robins Redevelopment - Warner Robins GA	WR Wall Street LLC (267) 386-8600	Y	90	59	Various	9/28/2020	N
94	Weinberg Commons II - Cherry Hill NJ	Springdale II Urban Renewal Associates LLC (267) 386-8600	Y	80	80	11/20/2020	8/23/2022	N
95	Westbrook Village I, Hartford CT	Westbrook I Housing LLC (267) 386-8600	Y	75	60	12/16/2020	9/30/2021	N
96	William Way, Philadelphia PA	Spruce Street Senior Residences LP (267) 386-8600	Y	56	56	11/29/2013	3/18/2015	N
97	Woodbridge Township, Avenel, NJ	Cedar Meadows Housing Associates LLC (267) 386-8600	Y	101	100	9/30/2019	12/10/2020	N
98	Woodrow Wilson 2, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates II LP (267) 386-8600	Y	57	57	12/11/2013	4/29/2015	N
99	Woodrow Wilson 3, Long Branch NJ	Woodrow Wilson Housing Associates Three LP (267) 386-8600	Y	51	46	10/27/2014	10/9/2015	N
100	Woodrow Wilson I, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates LP (267) 386-8600	Y	65	65	11/25/2013	12/4/2014	N
101	Wyman House, Baltimore MD	Wyman House LLC (267) 386-8600	Y	175	175	11/30/2017	6/30/2018	N
102	Wynne Senior, Philadelphia PA	Wynne Senior Residences LP (267) 386-8600	Y	51	51	3/31/2017	4/5/2019	N
103	Dumplin Hall, Wilkesburg PA	Dumplin Hall Housing Partnership LP	Y	46	46	12/19/2006	10/8/2007	N
104	Westbrook Village Phase II	Westbrook II Housing LLC	Y	60	45	4/15/2021	2/28/2022	N
105	Yates Village Schenectady, NY	Yates Village I LLC	Y	89	74	7/1/2020	4/18/2022	N
106	York Family Residences York, PA	York Family Residences LLC	Y	56	56	6/30/2021	9/24/2022	N
107	Fairmount-Nine Griffin, GA	Fairmount-Nine Oaks LLC	Y	130	130	10/22/2021	N/A - Not yet issued	N
108	The Residences at North Hill Bond 47 Alexandria, VA	The Residences at North Hill Bond 47 LLC	Y	47	47	N/A - In construction	N/A - Not yet issued	N
109	The Residences at North Hill Bond 94 Alexandria, VA	The Residences at North Hill Bond 94 LLC	Y	94	94	N/A - In construction	N/A - Not yet issued	N
110	The Residences at North Hill 2 Alexandria, VA	The Residences at North Hill 2 LLC	Y	75	75	N/A - In construction	N/A - Not yet issued	N
111	The Senior Residences at North Hill Alexandria, VA	The Senior Residences at North Hill LLC	Y	63	63	N/A - In construction	N/A - Not yet issued	N
112	Mary D Stone Auburn, MA	Mary D. Stone LLC	Y	55	45	9/30/2021	7/29/2022	N
113	Renaissance Row Baltimore, MD	Renaissance Row LLC	Y	84	84	11/1/2021	N/A - Not yet issued	N
114	Dover Veterans Dover, NJ	Dover Veterans Urban Renewal Housing Associates LLC	Y	70	70	7/30/2021	12/13/2022	N
115	Eastern Woods Findlay, OH	Eastern Woods Senior LLC	Y	50	50	4/6/2021	2/2/2023	N
116	Warner Robins Apartments Warner Robins, GA	WR Wall Street II LLC	Y	90	75	9/30/2021	N/A - Not yet issued	N
117	Cedar Apartments Cleveland, OH	Cedar Redevelopment Phase III LLC	Y	75	75	10/12/2021	N/A - Not yet issued	N
118	Kinder Park IV-A Woodlyn, PA	Kinder Park Housing Partnership IV-A LLC	Y	39	39	8/16/2022	N/A - Not yet issued	N
119	Kinder Park IV-B Woodlyn, PA	Kinder Park Housing Partnership IV-B LLC	Y	57	57	8/16/2022	N/A - Not yet issued	N
120	Riverside Housing Wilmington, DE	Riverside Housing Partnership I LLC	Y	74	59	12/20/2022	N/A - Not yet issued	N
121	Estate Donoe Redevelopment Project (Estate Tutu Phase I) St Thomas, USVI	Donoe Redevelopment Partners LLC	Y	84	84	N/A - In construction	N/A - Not yet issued	N
122	Newtowne 20 Annapolis, MD	Newtowne 20, LLC	Y	78	78	2/11/2022	N/A - Not yet issued	N
123	Westbrook III Hartford, CT	Westbrook III Housing LLC	Y	65	49	7/15/2022	N/A - Not yet issued	N
124	Julia Bancroft Apartments Auburn, MA	Julia Bancroft LLC	Y	60	45	11/30/2022	N/A - Not yet issued	N
125	Residences at Glenarden Hills 2 Lanham, MD	Residences at Glenarden Hills 2 LLC	Y	55	55	10/30/2020	N/A - Not yet issued	N
126	Camp Kilmer Phase B Edison, NJ	Camp Kilmer B Urban Renewal Associates LLC	Y	85	85	9/24/2020	N/A - Not yet issued	N
127	Haven at South Atlanta, Atlanta GA	Haven SA LLC	Y	84	71	9/24/2020	N/A - Not yet issued	N
128	Patriot Place, El Paso TX	EP Patriot Place LP	Y	110	110	11/21/2022	N/A - Not yet issued	N
129	Stoneridge Villas Phase II, Madison AL	Balch Development II LLC	Y	65	65	12/31/2022	N/A - Not yet issued	N
130	Carrier Point I, Newport News VA	Choice Neighborhood I LLC	Y	43	37	N/A - In construction	N/A - Not yet issued	N
131	Carrier Point II, Newport News VA	Choice Neighborhood II LLC	Y	38	34	12/30/2022	N/A - Not yet issued	N
132	4145 Apple Street, Cincinnati OH	Apple Street Senior LLC	Y	57	57	5/1/2022	N/A - Not yet issued	N
133	Torrington Riverfront, Torrington CT	Torrington Riverfront LLC	Y	60	45	8/26/2022	N/A - Not yet issued	N
134	Glassboro Special Needs, Glassboro NJ	Lincoln Senior Urban Renewal I LP	Y	65	65	1/31/2023	N/A - Not yet issued	N
135	Choice Neighborhood III-R, Newport News, VA	Choice Neighborhood III-R LLC	Y	71	58	N/A - In construction	N/A - Not yet issued	N
136	Choice Neighborhood IV-R, Newport News, VA	Choice Neighborhood IV-R LLC	Y	84	69	N/A - In construction	N/A - Not yet issued	N
137	Glenarden Hills Phase III, Four, Lanham, MD	Glenarden Hills Phase 3 Four LLC	Y	114	94	N/A - In construction	N/A - Not yet issued	N
138	Glenarden Hills Phase III, Nine, Lanham, MD	Glenarden Hills Phase 3 Nine LLC	Y	44	44	N/A - In construction	N/A - Not yet issued	N
139	Uplands Rental Phase IIA, Baltimore, MD	Uplands Rental Phase IIA, Four LLC	Y	78	78	N/A - In construction	N/A - Not yet issued	N
140	Uplands Rental Phase IIB, Baltimore, MD	Uplands Rental Phase IIB Nine LLC	Y	72	72	N/A - In construction	N/A - Not yet issued	N
141	Sharswood Phase I, Philadelphia, PA	Sharswood Phase I LLC	Y	60	50	10/28/2022	N/A - Not yet issued	N
142	Sharswood Phase II, Philadelphia, PA	Sharswood Phase II LLC	Y	59	59	N/A - In construction	N/A - Not yet issued	N
143	Riverside II, Wilmington, DE	Riverside Housing Partnership II LLC	Y	67	50	N/A - In construction	N/A - Not yet issued	N
144	Hawkins Village, Rankin, PA	Hawkins Redevelopment I LLC	Y	54	54	N/A - In construction	N/A - Not yet issued	N
145	Little Lehigh, Allentown, PA	Little Lehigh Redevelopment LLC	Y	50	50	N/A - In construction	N/A - Not yet issued	N
146	Lincoln and Gilbert, Nine, Cincinnati, OH	Lincoln & Gilbert Family LLC	Y	86	86	N/A - In construction	N/A - Not yet issued	N
147	2700 Wewatta, Denver, CO	2700 Wewatta GP LLC	Y	56	56	N/A - In construction	N/A - Not yet issued	N
148	William Barton Rogers School, Boston, MA	Rogers School LLC	Y	74	50	N/A - In construction	N/A - Not yet issued	N
149	Westbrook IV, Hartford, CT	Westbrook IV Housing LLC	Y	60	45	N/A - In construction	N/A - Not yet issued	N
150	Yates Village II, Schenectady, NY	Yates Village II LLC	Y	68	68	N/A - In construction	N/A - Not yet issued	N
151	Taylor I, Troy, NY	Taylor I LLC	Y	141	141	N/A - In construction	N/A - Not yet issued	N
152	McAuley Park Phase I, Atlanta, GA	McAuley Park I LLC	Y	170	160	N/A - In construction	N/A - Not yet issued	N
153	West Point Village Phase I, West Point, GA	West Point Village Phase I LLC	Y	72	42	N/A - In construction	N/A - Not yet issued	N
154	Sun Pointe, El Paso, TX	EP Sun Pointe LP	Y	146	146	N/A - In construction	N/A - Not yet issued	N

*Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8002 (per entity/development) for a total of 6.

1st PAGE	TOTAL:	12,845	11,822	92%	LIHTC as % of Total Units v.01.01.21
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Tab E:

Site Control Documentation & Most Recent Real
Estate Tax Assessment (MANDATORY)

Description of Site Control Documents:

The Economic Development Authority of the City of Newport News, Virginia, a political subdivision created and existing under the laws of the Commonwealth of Virginia (“EDA”) and Newport News Redevelopment and Housing Authority, a political subdivision created and existing under the laws of the Commonwealth of Virginia (“NNRHA”) entered into an Agreement for Purchase and Sale of Real Property dated November 4, 2017 (the “Agreement”) whereby EDA agreed to sell and NNRHA agreed to purchase certain real property located in the City of Newport News as further described in the Agreement, including the real property subject to this Application (“Application Property”). Thereafter, NNRHA desired to assign its rights under the Agreement to Choice Neighborhood V-Downtown LLC, a Virginia limited liability company (“Choice V”). Therefore, on March 3, 2023, NNRHA, Choice V, and the EDA entered into that Partial Assignment of Agreement for Purchase and Sale of Real Property (“Partial Assignment”) whereby NNRHA assigned its interest in the Agreement related to the Application Property to Choice V, and EDA consented to such assignment. Subsequently, NNRHA and Choice V entered into that certain Purchase Option Agreement whereby NNRHA granted Choice V the option to purchase the Application Property for nominal consideration.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made effective as of November 4, 2017, by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, ("Seller"), and **NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("Purchaser").

WITNESSETH:

WHEREAS, the Seller is the sole owner in fee simple of certain real property and improvements thereon located in the City of Newport News, Virginia, described on Exhibit A, having an address of 2804, 2806 and 2810 West Avenue, 114 and 150 29th Street, and 2815 Washington Avenue , Newport News, Virginia 23607; and

WHEREAS, the Purchaser was the recipient of a Choice Neighborhood Initiative ("CNI") Planning Grant ("CNI Planning Grant") for the purpose of developing a transformation plan ("CNI Transformation Plan") for the revitalization of the Marshall-Ridley neighborhood; and

WHEREAS, the Purchaser has made application to the United States Department of Housing and Urban Development for a CNI Implementation Grant ("CNI Implementation Grant") to implement the CNI Transformation Plan; and

WHEREAS, by Resolution No. 17-6 adopted by the Board of Directors of Seller, the Seller has agreed to commit to the CNI Transformation Plan, the Property as a project site under the CNI Transformation Plan; and

WHEREAS, the Purchaser, as the applicant of the CNI Implementation Grant and, as such, desires to purchase the property and Seller desires to sell the property and transfer the property to the Purchaser in furtherance of the CNI Transformation Plan.

FOR and in consideration of Ten Dollars (\$10.00) cash in hand paid by Purchaser to Seller, receipt of which is hereby acknowledged, and the mutual promises hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be fully and legally bound, hereby agree as follows:

1.1. **DEFINITIONS.** As used in this Agreement unless the context otherwise requires or it is otherwise herein expressly provided, the following terms shall have the following meanings:

"Effective Date" shall mean November 4, 2017.

"Property" shall mean the lot or parcel of land as the same as described on Exhibit A, having an address of 2804, 2806 and 2810 West Avenue, 114 and 150 29th Street, and 2815 Washington Avenue, Newport News, Virginia 23607, and any and all improvements thereon.

The Property shall also include all of Seller's right, title and interest in and to the improvements, if any, and modifications, additions, restorations, repairs and replacements thereof; and all right, title, and interest of the Seller in and to all inchoate rights, easements, appurtenances, any unpaid award in respect of any street, road, alley, sidewalk or parking area in front of or adjoining the Property, and in and to any unpaid award for damage by reason of any change in the grade of any such street, road, alley, sidewalk or parking area and any and all leases in effect.

"Purchaser" shall mean the Newport News Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia, with an address of 227 27th Street, Newport News, Virginia 23607.

"Purchase Price" shall be TEN AND 00/100 DOLLARS (\$10.00).

"Seller" shall mean the Economic Development Authority of the City of Newport News, Virginia, a political subdivision of the Commonwealth of Virginia, with an address of 2400 Washington Avenue, 3rd Floor, Newport News, Virginia 23607.

"Settlement" and/or "Closing" shall mean the consummation of the sale and purchase provided for in this Agreement to occur as provided in Paragraphs 4, 11, 12 and 13 hereof.

2. PURCHASE AND SALE. The Seller agrees to sell and convey and the Purchaser agrees to purchase the Property upon the terms set forth hereinafter.

3. PURCHASE PRICE AND PAYMENT.

The Purchase Price shall be paid as follows:

\$10.00	Due at Closing
\$10.00	Total Sales Price

4. CNI IMPLEMENTATION GRANT. This Agreement is contingent upon the Purchaser being awarded and receiving the CNI Implementation Grant for the redevelopment of the Property. Closing and conveyance of the Property shall not occur until such time as the Purchaser has been awarded the CNI Implementation Grant and received the grant funds or by agreement of the parties.

5. DEFAULT/TERMINATION. Should either party default under the terms of this Agreement, the non-defaulting party shall have all rights and remedies as provided by law including, but not limited to, the right to terminate this Agreement.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. The Seller represents and warrants to the Purchaser as follows:

6.1 The title to the Property is, and at Settlement will be, marketable and good of record and in fact, free and clear of all liens, encumbrances or leases, except as disclosed herein (the "Lease"), as set forth in paragraph 7, and those to be removed at or prior to Settlement. Title will otherwise be free of liens and will be insurable at standard title insurance company rates at the title company chosen by Purchaser. To the best of the knowledge of

Seller, there are no title conditions adversely affecting title insurability. The Property is also sold "subject to" such state of facts as an accurate survey of the Property would disclose, provided that: (a) nothing contained therein would render title unmarketable or would prevent or interfere with the current use of the Property and improvements thereon; (b) there are no encroachments upon the Property; and (c) the Improvements on the Property do not encroach upon adjoining properties. All individual parcels of real property constituting the Property are contiguous and the Property is free of gaps or gores.

6.2 The Seller is the sole fee simple owner of the Property and has all necessary authority to sell the Property. There are no other contracts for sale or options involving the Property, and no other party has any right, title or interest in the Property, except as set forth in the Lease.

6.3 There are no claims, actions or suits in law or equity or proceedings by any third party and/or governmental agency now or pending or, to the knowledge of Seller, threatened against Seller in connection with the Property. There is no outstanding order, writ, injunction or decree of any court or governmental agency affecting the Property.

6.4 There has not been made and will not be made, without the Purchaser's consent, any proffers or other commitments to any state, county, federal or local governmental or quasi-governmental authority, utility company, school board, church or other religious body, or any public or private organization or individual, relating to the Property, which would impose any obligation on Purchaser or its successors and assigns, after Settlement, to make any contribution of money or dedications of land or to construct, install or maintain any improvements of a public or private nature on or off the Property.

6.5 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Seller is a party or by which it or the Property is bound, any judgment, decree, order, or award of any court, governmental body or arbitrator, or any law, rule, or regulation applicable to Seller.

6.6 To the best of Seller's knowledge: (i) none of the Property has been excavated (except for standard grading related to site development); (ii) no hazardous materials, toxic chemicals, or similar substances, as defined by 42 U.S.C. §1251, et seq. or 42 U.S.C. §6901, et seq. or 42 U.S.C. §9601, et seq., or 33 U.S.C. §1317(1), or 15 U.S.C. §2606(f), or 49 U.S.C. §1801 et seq., or regulations adopted pursuant thereto, or any similar provision of any applicable state, Federal, or local law (collectively "Hazardous Materials"), are or were stored or used on or under or otherwise were or are in existence or were in any way dealt with on or under the Property; and (iii) no owner or occupant of the Property has received any notice from any governmental agency with regard to such Hazardous Materials.

6.7 Under penalty of law, Seller is not a "foreign person" as contemplated in Section 1445 of the Internal Revenue Code, as amended. Seller agrees to execute at Settlement an affidavit in the form required by the Internal Revenue Service to exempt Purchaser from any withholding requirements under Section 1445.

6.8 In the event any of the representations, warranties, additional undertakings of Seller in this Paragraph 6 and/or other responsibilities of the Seller, as set forth

in this Agreement, are not accurate and cannot be or are not ratified or fulfilled prior to Settlement, then the Purchaser shall have the right at its sole option, to take any or none of the following actions: (i) waive the inaccurate, unratified or unfulfilled representation, warranty, additional undertakings and/or responsibility of Seller, and proceed with Settlement hereunder, provided, however, that such waiver shall be in writing, or (ii) terminate this Agreement, whereupon all rights and responsibilities hereunder shall be null and void, and neither party shall have any further obligation hereunder. Remedies of Purchaser under this Paragraph are in addition to the remedies of Purchaser under Paragraph 5 hereof.

7. LEASES. Currently Seller leases a portion of the Property for parking purposes. Seller shall be entitled to continue to collect rent and lease payments until Settlement and be responsible for any obligations of the landlord under the leases. In addition, after Settlement, Seller shall be entitled to collect rent and lease payments until such time as Purchaser commences redevelopment of the Property as part of the CNI Transformation Plan. This provision shall survive Settlement.

8. CONVEYANCE DOCUMENTS.

8.1 At Settlement, the Seller agrees to execute, acknowledge and deliver to the Purchaser a special warranty deed ("Deed") in proper form for recording, conveying the Property to the Purchaser free and clear of all liens.

8.2 Seller agrees to deliver the following to the Purchaser at Settlement:

- (i) The fully executed special Warranty Deed.
- (ii) Seller's affidavit.
- (iii) Non-foreign status affidavit;
- (iv) Any other documents reasonably required by Purchaser.

9. CONDITIONS PRECEDENT (CONTINGENCIES) TO THE OBLIGATIONS OF PURCHASER TO SETTLE. The obligations of the Purchaser to settle upon the Property pursuant to the provisions of this Agreement shall be subject to all of the following conditions and contingencies:

9.1 The representations and warranties of the Seller set forth in this Agreement shall be true and correct on and as of the Settlement as though such representations and warranties were made on and as of such date. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of actual knowledge of the facts stated therein, it shall be a condition precedent to Purchaser's obligation to go to Settlement that the facts stated in all such representations and warranties shall be correct as of the time of Settlement.

9.2 The title to the Property shall be insurable by a recognized title company of the Purchaser's choice, at standard rates, all at the cost of the Purchaser. Should Purchaser discover an objection, encumbrance, lien or title defect, Purchaser shall notify Seller and Seller will attempt to rectify Purchaser's objection, the encumbrance, lien or title defect. In addition, the time for Settlement may be extended, at Purchaser's option, for a period to be specified by

Purchaser not to exceed twenty (20) days from the date of notice by Purchaser to Seller in order to allow Seller to remove the said objection, encumbrance, lien or title defect. If it cannot be removed within that time period, then Purchaser may take any action authorized by paragraph 5 hereof. Should Purchaser deliver to Seller written objections to title within twenty (20) days of the Effective Date of this Agreement, Seller shall have thirty (30) days from receipt of same either to remove all such defects or objections or to provide assurances acceptable to Purchaser that same will be removed at or before Closing. Mortgages, deeds of trust or other liens of a specific amount shall be cleared before or at Closing by Seller. Should Seller be unable or unwilling to cure (or provide assurances satisfactory to Purchaser in Purchaser's sole discretion with respect to) any and all such defects or obligations (except liens as provided above), then Purchaser may, at its option, elect to terminate this Agreement. After full execution of this Agreement, Seller shall not further encumber or restrict the title to the Property without Purchaser's prior written consent. Title to the Property shall be free and clear of all liens, tenancies and encumbrances of every kind except those which are permitted by Purchaser.

9.3 Seller shall have discharged all obligations required of it under this Agreement.

10. OWNER'S AFFIDAVIT AND INDEMNITY BY SELLER. Seller represents and warrants to Purchaser that all contractors, sub-contractors, laborers, materialmen or other parties rendering professional services to improve or benefit the Property have been or will be paid in full by Seller prior to Settlement, and Seller shall deliver to Purchaser at Settlement final lien waivers and/or releases of liens from all such parties. Furthermore, Seller agrees to execute and deliver at Settlement such affidavits or indemnities as Purchaser's title insurance company shall reasonably require in order to delete from Purchaser's title insurance policy all standard exceptions for unfiled mechanic's, materialmen's or similar liens except exceptions approved by Purchaser.

11. SETTLEMENT. The Settlement shall be held at the offices of Jones, Blechman, Woltz & Kelly, P.C. (the "Escrow Agent" and "Settlement Agent") after all contingencies have been met, but in no event later than November 4, 2023 (the "Settlement Date").

12. TENDER OF SETTLEMENT. The delivery by the Purchaser of the Purchase Price, and by Seller of, the executed Deed together with all other documents and instruments required to be delivered by either party to the other by the terms of this Agreement shall be deemed to be a good and sufficient tender of performance of the terms hereof.

13. SETTLEMENT OBLIGATIONS OF THE PARTIES. The cost of title examination and state and county taxes payable in connection with the recording of the deed shall be paid by Purchaser, and the Virginia Grantor's Tax shall be paid by Seller. Other settlement costs shall be charged as is customary in Virginia. Each shall pay fees charged to them and as agreed upon by them with their respective attorney. Real estate taxes, utilities and property owners' association fees, if any, will be prorated as of the Settlement. Seller shall pay all rollback taxes if applicable. At Settlement, Seller shall satisfy all deeds of trust or similar liens to which the Property is subject or shall make provision satisfactory to Purchaser for full and complete satisfaction.

14. RISK OF LOSS AND CONDEMNATION. Risk of loss shall be born by Seller prior to Settlement. However, in the event of any damage to the Property prior to Settlement, the Purchaser shall have the election to close as required hereunder without diminution in the

Purchase Price and with the assignment by Seller of all its interest in payments for damage to the Property. In the event of a condemnation of any part of the Property prior to Settlement, the Purchaser shall have the option in its sole discretion to terminate this Agreement or to proceed to Settlement with any condemnation award paid or credited to Purchaser at Settlement.

15. ENTIRE AGREEMENT. The Recitals and Exhibits and documents referred to therein are hereby incorporated into this Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement or other agreements referred to herein shall be valid unless in writing and signed by the party against whom it is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property, and all prior negotiations between the parties are merged in this Agreement, and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied, between them other than as herein set forth.

16. BURDEN AND BENEFIT. All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

17. GOVERNING LAW. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia as now adopted or as may be hereafter amended. Venue and jurisdiction for any action hereunder shall be in the Circuit Court for the city of Newport News, Virginia and the parties submit to the jurisdiction of said court.

18. NOTICES. All notices, requests, demands or other communications hereunder shall be in writing and shall be effective when delivered personally or three (3) business days after mailing if sent by U.S. registered or certified mail, return receipt requested, and postage prepaid, addressed as first set forth above or to such other address as may be given by any party to the other party by notice in writing.

19. HEADINGS. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

20. COUNTERPART ORIGINALS. This Agreement may be executed in two or more counterpart originals all of which counterparts shall have the same force and effect as if all the parties hereto had executed a single original of this Agreement.

21. TIME. Time is of the essence as to the deadlines and dates set forth herein.

22. ADVICE OF COUNSEL AND CONSTRUCTION. All parties to this Agreement have been represented by counsel or have had the opportunity to be so represented. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties.

23. SURVIVAL. The representations, warranties, covenants, agreements and indemnities set forth in this Agreement shall survive the Settlement under this Agreement.

24. BROKERAGE AND DISCLOSURE. The parties acknowledge and agree that no broker or real estate agent is involved in this transaction and no brokerage commission is due.

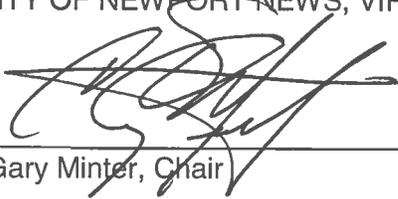
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

SELLER:

ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF NEWPORT NEWS, VIRGINIA

Date: 11-13-17

By 
C. Gary Minter, Chair

ATTEST:


Florence G. Kingston, Secretary/Treasurer

Approved as to form:


Raymond H. Suttle, Jr., Attorney for the
Economic Development Authority of the
City of Newport News, Virginia

PURCHASER:

NEWPORT NEWS REDEVELOPMENT AND
HOUSING AUTHORITY

Date: 11-13-17

By: 
George Knight, Chair

ATTEST:


Karen R. Wilds, Secretary

Approved as to form:


Raymond H. Suttle, Jr., Counsel to Newport
News Redevelopment and Housing Authority

EXHIBIT A

Street Address: 2804 West Avenue
2806 West Avenue
2810 West Avenue
114 – 29th Street
150 – 29th Street
2815 Washington Avenue
Newport News, VA 23607

Parcel ID#: 311030121
311030122
311030101
311030103
311030104
311030106

Legal Description:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon, lying, situate and being in the City of Newport News, Virginia, and being known, numbered and designated as Lots ONE (1) through TEN (10), inclusive, and Lots TWENTY-THREE (23) through FORTY (40), inclusive, in Block Numbered ONE HUNDRED TWENTY-NINE (129), as shown on that certain plat entitled, "MAP OF PART OF THE CITY OF NEWPORT NEWS, VIRGINIA", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Newport News, Virginia in Plat Book 1, at page 3, reference to which plat is hereby made for a more particular description of said property.

**PARTIAL ASSIGNMENT OF AGREEMENT
FOR PURCHASE AND SALE OF REAL PROPERTY**

THIS PARTIAL ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Partial Assignment") is made this 3rd day of March 2023, by and between **NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision created and existing under the laws of the Commonwealth of Virginia ("Assignor") and **CHOICE NEIGHBORHOOD V-DOWNTOWN LLC**, a Virginia limited liability company ("Assignee") and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA**, a political subdivision created and existing under the laws of the Commonwealth of Virginia ("EDA").

WITNESS:

WHEREAS, EDA and Assignor entered into an Agreement for Purchase and Sale of Real Property dated November 4, 2017 (the "Agreement") whereby EDA agreed to sell and Assignor agreed to purchase certain real property located in the City of Newport News as further described in the Agreement; and

WHEREAS, Assignor wishes to assign its rights under the Agreement to Assignee as it pertains to certain parcels in the Agreement; and

WHEREAS, EDA by its signature hereto consents to the Assignment.

NOW, THEREFORE, in mutual consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Partial Assignment. Assignor hereby assigns its rights, title and interest in the Agreement to Assignee relative to 150 29th Street and 2815 Washington Avenue, Newport News, Virginia as further described on Exhibit A. Assignee assumes all the rights, title and obligations of Assignor under the Agreement.
2. Consent. By its signature hereto EDA consents to this Partial Assignment.
3. Governing Law. This Partial Assignment shall be interpreted in accordance with and governed by the laws of the Commonwealth of Virginia.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties, hereto, notwithstanding that all the parties shall not have signed the same counterpart.

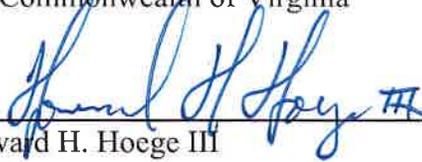
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

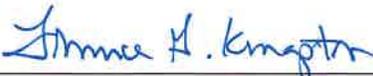
NEWPORT NEWS REDEVELOPMENT
AND HOUSING AUTHORITY, a political
subdivision created and existing under the
laws of the Commonwealth of Virginia

By: Karen R Wilds
Karen R. Wilds
Executive Director

ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF NEWPORT NEWS, VIRGINIA, a
political subdivision created and existing under the
laws of the Commonwealth of Virginia

By: 
Howard H. Hoeg III
Chair

ATTEST:



Florence G. Kingston, Secretary/Treasurer

Approved as to form:



Raymond H. Suttle, Jr., Counsel to the
Economic Development Authority of the
City of Newport News, Virginia

CHOICE NEIGHBORHOOD V-Downtown LLC, a
Virginia limited liability company

By: Choice Neighborhood Downtown
Development Corporation, a Virginia corporation,
its manager

By: 
Karen R. Wilds
President

EXHIBIT A

150 29th Street, Newport News, Virginia
Parcel ID: 311030104

All those certain pieces, parcels of lots of land, situate, lying and being in the City of Newport News, Virginia, described as Lot Numbers THIRTY-TWO (32), THIRTY-THREE (33), THIRTY-FOUR (34), THIRTY-FIVE (35), THIRTY-SIX (36), THIRTY-SEVEN (37), THIRTY-EIGHT (38), THIRTY-NINE (39) and FORTY (40), in Block Number ONE HUNDRED TWENTY-NINE (129), as shown on map entitled, "Map Part of the City of Newport News", recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) for the City of Newport News, Virginia in Plat Book 1, page 3.

It being the same property conveyed to the Grantor by Deed dated May 2, 2005, and duly recorded in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia, in Book 2030, page 0027.

2815 Washington Avenue, Newport News, Virginia
Parcel ID: 311030106

All those certain pieces, parcels of lots of land, situate, lying and being in the City of Newport News, Virginia, being known and designated as Lots 1 through 10, inclusive in Block Numbered 129, as shown on a certain map entitled, "MAP OF PART OF THE CITY OF NEWPORT NEWS, VIRGINIA", duly of record in the Clerk's Office of the Circuit Court for the City of Newport News, Virginia, in Plat Book 1, page 3, to which reference is here made.

PURCHASE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT (this "Agreement") is entered into as of March 10, 2023, by and among NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision created and existing under the laws of the Commonwealth of Virginia (the "Owner") and CHOICE NEIGHBORHOOD V-Downtown LLC, a Virginia limited liability company (the "Grantee").

RECITALS:

A. The Owner owns the land located in the City of Newport News, Virginia which is more particularly described on Exhibit A, attached hereto and made a part hereof by this reference, and the improvements located thereon (together, the "Property").

B. The Owner intends to convey the Property to Grantee.

C. All capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Declaration.

NOW, THEREFORE, for good and valuable consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Purchase Option. The Owner hereby grants to the Grantee a purchase option (the "Option") to purchase the Property on the terms and conditions set forth in this Agreement.

2. Term of Option. The term of the Option to purchase the Property shall commence on the date hereof and continue for a period of thirty-six (36) months.

3. Exercise of Option. The Grantee shall exercise the Option to purchase the Property by delivering to the Owner, written notice of the exercise of the Option. The notice of exercise of the Option shall state that the Option is exercised without condition or qualification for nominal consideration in the amount of One Hundred Dollars (\$100.00).

4. Closing. The sale of the Property shall close no later than one hundred eighty (180) days after the Owner's receipt of the Grantee's written notice of exercise of the Option. The Owner shall convey the Property to the Grantee in an "as is" condition without representation or warranty.

5. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, including but not limited to overnight delivery, or deposited in the U.S. mail, certified, return receipt requested, first class and postage prepaid, or sent by email with proof of transmission, addressed to each party at the following addresses, or such other address as may be designated by a notice pursuant to this Section 5. Any notice provided in accordance with this Section 5 shall be deemed to have been given on the delivery date or the date that delivery is refused by the addressee, as shown on the return receipt.

If to the Owner:

Newport News Redevelopment and Housing Authority
227 27th Street
Newport News, Virginia 23607
Attention: Executive Director
Email: kwilds@nnrha.org

With a copy to:

Kaufman & Canoles, P.C.
Attn.: Raymond H. Suttle, Jr.
11815 Fountain Way, Suite 400
Newport News, Virginia 23606
Email: rhsuttle@kaufcan.com

If to the Grantee:

Choice Neighborhood V-Downtown LLC
c/o Choice Neighborhood -Downtown Development Corporation
227 27th Street
Newport News, Virginia 23607
Attention: Karen R. Wilds
Email: kwilds@nnrha.org

and

Pennrose Holdings, LLC
230 Wyoming Avenue
Kingston, Pennsylvania 18704
Attention: President
Email: icarter@pennrose.com with a copy to crobertson@pennrose.com

With a copy to:

Ballard Spahr LLP
300 East Lombard Street, 18th Floor
Baltimore, Maryland 21202
Attention: Amy McClain
Email: mcclaina@ballardspahr.com

6. Miscellaneous.

a. The rights and obligations of the Owner and the Grantee under this Agreement shall inure to the benefit of, and bind, their respective successors and assigns.

b. The captions used herein are for convenience of reference only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof

c. Time is of the essence of each and all of the agreements, covenants, and conditions of this Agreement.

d. This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Virginia.

e. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties.

f. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, executors, personal representatives, successors, and assigns. No party to this Agreement may assign the rights under this Agreement without the consent of each other party hereto.

g. Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

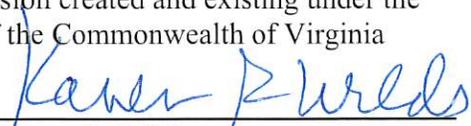
h. No party hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

i. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement bind on all parties, hereto, notwithstanding that all the parties shall not have signed the same counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NEWPORT NEWS REDEVELOPMENT
AND HOUSING AUTHORITY, a political
subdivision created and existing under the
laws of the Commonwealth of Virginia

By: 
Karen R. Wilds
Executive Director

CHOICE NEIGHBORHOOD -Downtown LLC, a
Virginia limited liability company

By: Choice Neighborhood -Downtown Development Corporation,
a Virginia corporation,
its managing member

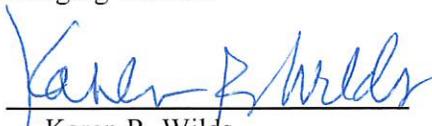
By: 
Karen R. Wilds
President

EXHIBIT A
Legal Description of the Property

All those certain lots, pieces or parcels of land situate, lying and being in the City of Newport News, Virginia, known and designated as Lots Numbered ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16) and SEVENTEEN (17) in Block Numbered ONE HUNDRED TWENTY-NINE (129), as shown on a certain map entitled, "MAP OF PART OF THE CITY OF NEWPORT NEWS, VIRGINIA," which said map is duly recorded in the Clerk's Office of the Circuit (formerly Corporation) Court of the City of Newport News, Virginia, in Plat Book 1, page 3, to which reference is here made.

Lot 11 being the same property conveyed to First and Merchants National Bank by deed of Herbert H. Neisser, et ux, dated June 14, 1966, and recorded in the aforesaid Clerk's Office in Deed Book 617, page 533.

Lot 12 being the same property conveyed to First National Bank of Newport News by deed of Girls Club of the Virginia Peninsula, Incorporated, a Virginia corporation, dated March 2, 1962, and recorded in the aforesaid Clerk's Office in Deed Book 433, page 322.

Lots 13 and 14 being the same property conveyed to First National Bank of Newport News by deed of H. W. Blandford, et ux, dated February 15, 1950, and recorded in the aforesaid Clerk's Office in Deed Book 254, page 247.

Lots 15 and 16 being the same property conveyed to First National Bank of Newport News by deed of Helen Bertha Crane, dated May 20, 1950, and recorded in the aforesaid Clerk's Office in Deed Book 255, page 234.

Lot 17 being the same property conveyed to First National Bank of Newport News by deed of Green Domino Studios, Incorporated, dated July 13, 1956, and recorded in the aforesaid Clerk's Office in Deed Book 312, page 233.

Values

Current Land	247,500
Current Improvements	22,500
Current Total Assessment	270,000

Values History

Tax Year	Land	Improvements	Total Assessment
2023	247,500	22,500	270,000
2022	200,000	22,500	222,500
2021	200,000	22,500	222,500
2020	200,000	22,300	222,300
2019	200,000	22,300	222,300
2018	200,000	22,300	222,300
2017	200,000	22,300	222,300
2016	168,800	22,300	191,100
2015	162,000	22,300	184,300
2014	90,000	22,300	112,300
2013	90,000	22,300	112,300
2012	90,000	22,300	112,300
2011	90,000	22,300	112,300

Click button below to see expanded Values History

Generate Report

Values

Current Land	275,000
Current Improvements	33,800
Current Total Assessment	308,800

Values History

Tax Year	Land	Improvements	Total Assessment
2023	275,000	33,800	308,800
2022	187,500	33,800	221,300
2021	187,500	33,800	221,300
2020	187,500	33,800	221,300
2019	187,500	33,800	221,300
2018	187,500	33,800	221,300
2017	187,500	33,800	221,300
2016	187,500	33,800	221,300
2015	165,000	25,000	190,000
2014	125,000	25,000	150,000
2013	125,000	25,000	150,000
2012	125,000	25,000	150,000
2011	125,000	25,000	150,000

Click button below to see expanded Values History

Generate Report

Values

Current Land	192,500
Current Improvements	26,300
Current Total Assessment	218,800

Values History

Tax Year	Land	Improvements	Total Assessment
2023	192,500	26,300	218,800
2022	122,500	26,300	148,800
2021	122,500	0	122,500
2020	122,500	0	122,500
2019	122,500	0	122,500
2018	122,500	0	122,500
2017	122,500	0	122,500
2016	122,500	0	122,500
2015	122,500	0	122,500
2014	87,500	0	87,500
2013	87,500	0	87,500
2012	87,500	0	87,500
2011	87,500	0	87,500

Click button below to see expanded Values History

Generate Report

Tab F:

RESNET Rater Certification (MANDATORY)

RESNET Rater Certification of Development Plans

Deal Name Choice Neighborhoods V-Downtown

Deal Address Washington Ave. & 28th St., Newport News, VA

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP). In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

***** Please note that this may cause the Application to be ineligible for credits.
The Requirements apply to any new, adaptive reuse or rehabilitated development
(including those serving elderly and/or physically disabled households).**

In addition provide HERS rating documentation as specified in the manual

X **New Construction** – EnergyStar Certification

The development's design meets the criteria for the EnergyStar certification. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide EnergyStar Certification to Virginia Housing.

Rehabilitation – 30% performance increase over existing, based on HERS Index;
Or Must evidence a HERS Index of 80 or better

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

Adaptive Reuse – Must evidence a HERS Index of 95 or better.

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

Additional Optional Certifications

I certify that the development's plans and specifications incorporate all items for the certification as indicated below, and I am a certified verifier of said certification. In the event the plans and specifications do not include requirements to obtain the certification, then those requirements still must be met, even though the application is accepted for credits. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide Certification to Virginia Housing.

Earthcraft Certification – The development's design meets the criteria to obtain Viridian's EarthCraft Multifamily program Gold certification or higher.

LEED Certification – The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.

Appendices continued

Additional Optional Certifications continued

_____ **National Green Building Standard (NGBS)** – The development’s design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification.

X _____ **Enterprise Green Communities** – The development's design meets the criteria for meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

***** Please note Raters must have completed 500+ ratings in order to certify this form.**

Printed Name Adam Blackburn 2/8/2023
RESNET Rater Date

Signature 

Resnet Provider Agency Performance Systems Development

Signature 

Provider Contact & Phone/Email Cindy Zeis, (267) 761-0148/czeis@psdconsulting.com

Appendices continued

Final RESNET Rate: Certification of Development

I certify that the development incorporates all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).

I certify that the energy data entered into any system was not entered in by another party.

I certify the development has obtained the measurement as indicated below.

In addition provide HERS rating documentation as specified in the manual

_____ **New Construction** – EnergyStar Certification

The development's design meets the criteria for the EnergyStar certification.

_____ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;
Or Must evidence a HERS Index of 80 or better.

Beginning HERS rating _____

Final HERS rating _____

_____ **Adaptive Reuse** – Must evidence a HERS Index of 95 or better.

Additional Optional Certifications

I certify the development has met all the requirements of the certification chosen below and all data was not entered or submitted by another party.

_____ **Earthcraft Certification:** The development's has obtained the EarthCraft Certification of _____ (level).

_____ **LEED Certification:** The development has obtained the Green Building Council LEED certification. _____ (level)

_____ **National Green Building Standard (NGBS):** The development has been certified to the NGBS standards and received certification.

_____ **Enterprise Green Communities:** The development has been certified as an Enterprise Green Community. _____ (level)

Date: _____ Printed Name _____

Printed Name _____

RESNET Rater

Signature _____

My notary seal is affixed below: Signature _____

Notary Public _____ The foregoing instrument was acknowledged
My commission expires _____ before me this ____ day of _____, 20 ____
My notary registration number is _____ by _____.

Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

Date _____

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220
Attention: JD Bondurant

RE: ZONING CERTIFICATION

Name of Development _____

Name of Owner/Applicant _____

Name of Seller/Current Owner _____

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by Virginia Housing solely for the purpose of determining whether the Development qualifies for credits available under Virginia Housing’s Qualified Allocation Plan.

Development Description:

Development Address

Legal Description

BEGINNING AT A POINT LOCATED ON THE WESTERLY LINE OF AN 80' RIGHT-OF-WAY COMMONLY KNOWN AS WASHINGTON AVENUE, +/- 30' SOUTHEAST FROM THE INTERSECTION OF THE SAID WESTERLY LINE OF WASHINGTON AVENUE AND THE CENTERLINE OF 29TH STREET; THENCE ALONG THE SAID WESTERLY LINE OF WASHINGTON AVENUE, S 27°38'31" E, WITH A DISTANCE OF 200' TO A POINT ON THE NORTHERLY LINE OF A 60' RIGHT-OF-WAY COMMONLY KNOWN AS 28TH STREET; THENCE LEAVING SAID WASHINGTON AVENUE 80' RIGHT-OF-WAY LINE, ALONG SAID NORTHERLY LINE OF THE 60' RIGHT-OF-WAY COMMONLY KNOWN AS 28TH STREET, S 62°21'29" W, WITH A DISTANCE OF 325' TO A POINT; THENCE LEAVING SAID 28TH STREET 60' RIGHT-OF-WAY LINE N 27°38'31" W, WITH A DISTANCE OF 200' TO A POINT ON THE SOUTHERLY LINE OF A 60' RIGHT-OF-WAY COMMONLY KNOWN AS 29TH STREET; THENCE ALONG SAID SOUTHERLY LINE OF THE 60' RIGHT-OF-WAY COMMONLY KNOWN AS 29TH STREET, N 62°21'29" E, WITH A DISTANCE OF 325' TO THE POINT OF BEGINNING HAVING AN AREA OF 65,000 SQUARE FEET OR 1.492 ACRES.

Proposed Improvements

- New Construction: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.



Current Zoning: _____ allowing a density of _____ units per acre, and the following other applicable conditions:

Other Descriptive Information

Local Certification

Check one of the following as appropriate:

- The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.
- The development described above is an approved non-conforming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.

Date _____

Signature Christopher Williams

Printed Name Christopher A. Williams, PE

Title of Local Official or Civil Engineer Civil Engineer

Phone 757-819-5350

Notes to Locality

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at 804-343-5518.

Tab H:

Attorney's Opinion (MANDATORY)

KAUFMAN & CANOLES
attorneys at law

Kaufman & Canoles, P.C.
One City Center
11815 Fountain Way, Suite 400
Newport News, VA 23606

Raymond H Suttle Jr.
(757) 873.8006
rhsuttle@kaufcan.com

T (757) 873.6300
F (888) 360.9092

kaufCAN.com

March 15, 2023

Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220-6500

RE: 2023 Tax Credit Reservation Request
Name of Development: Choice Neighborhood Downtown
Name of Owner: Choice Neighborhood V-Downtown LLC, a Virginia limited liability company

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 15, 2023 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Parts VIII and IX of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development in Part VIII of the Application form and (b) of the Estimated Qualified Basis of each building in the Development in Part IX of the Application form comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in Subpart I-D of the Application form.
4. The information set forth in Subpart VII-C of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

5. The site of the captioned Development is controlled by the Owner, as identified in Subpart II-A of the Application, for a period of not less than four (4) months beyond the application deadline.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

Very truly yours,

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned above the name of the signatory.

Kaufman & Canoles, P.C.

RHS:ral

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)

This Tab is not applicable to the
March 16th, 2023, Choice
Neighborhood V-Downtown
reservation application.

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

This Tab is not applicable to the
March 16th, 2023, Choice
Neighborhood V-Downtown
reservation application.

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

QCT Legend: 123 of 275

— Tract Outline

 LIHTC Project

 2023 Qualified Census Tracts

SADDA Legend:

— FMR Boundary

 2023 Small DDA

 Non Metro DDA

Hide the overview

The 2023 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2023. The 2023 designations use population and tract boundaries from the 2020 Decennial census. The designation methodology is explained in the [Federal Register notice](#) published October 24, 2022.

Map Options

18 Current Zoom Level

Show Difficult Development Areas (Zoom 7+)

Color QCT Qualified Tracts (Zoom 7+)

Show Tracts Outline (Zoom 11+)

Show FMR Outlines (Zoom 4+)

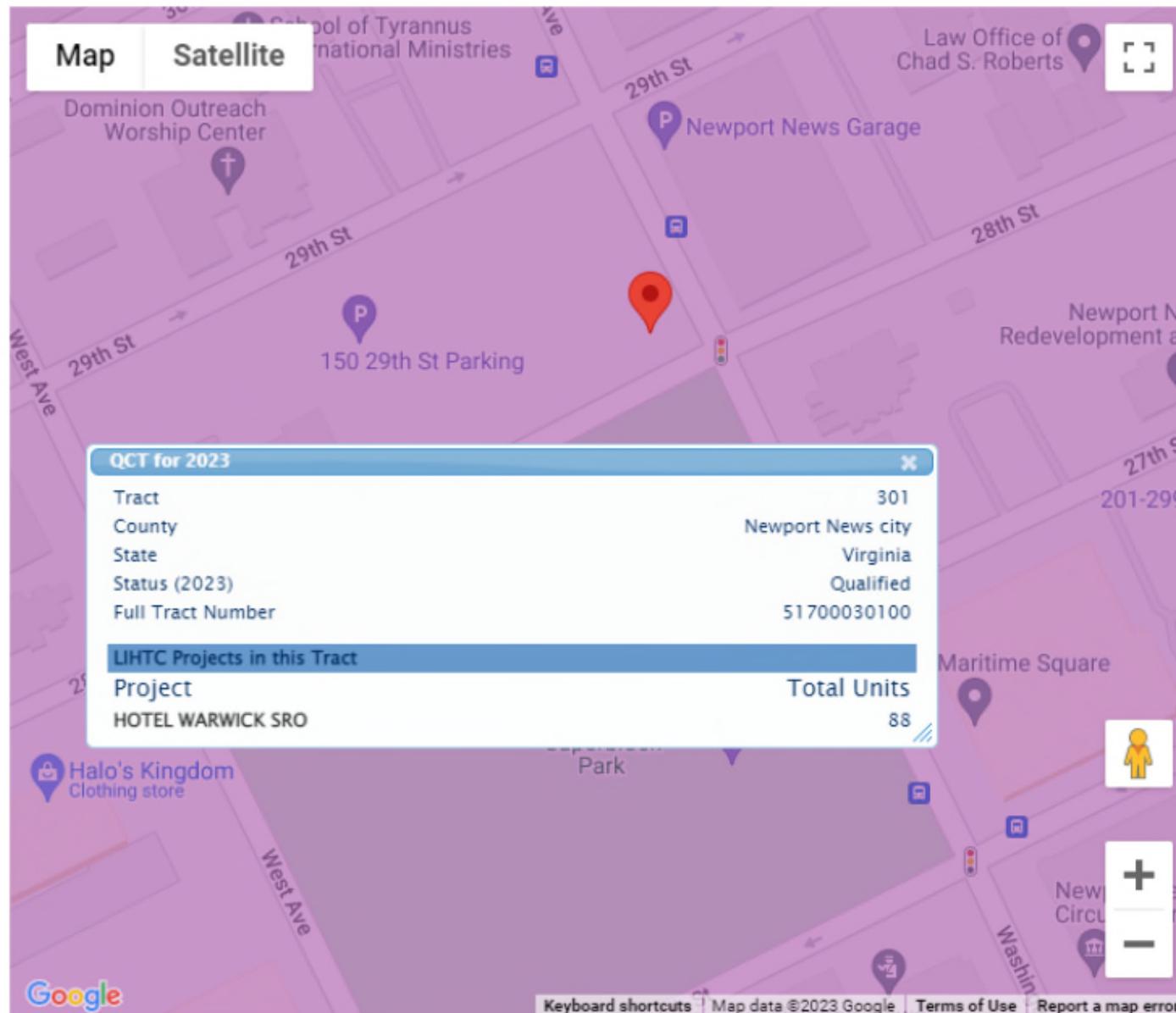
Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

Select Year

2023

2022



Map **Satellite**

QCT for 2023

Tract	301
County	Newport News city
State	Virginia
Status (2023)	Qualified
Full Tract Number	51700030100

LIHTC Projects in this Tract

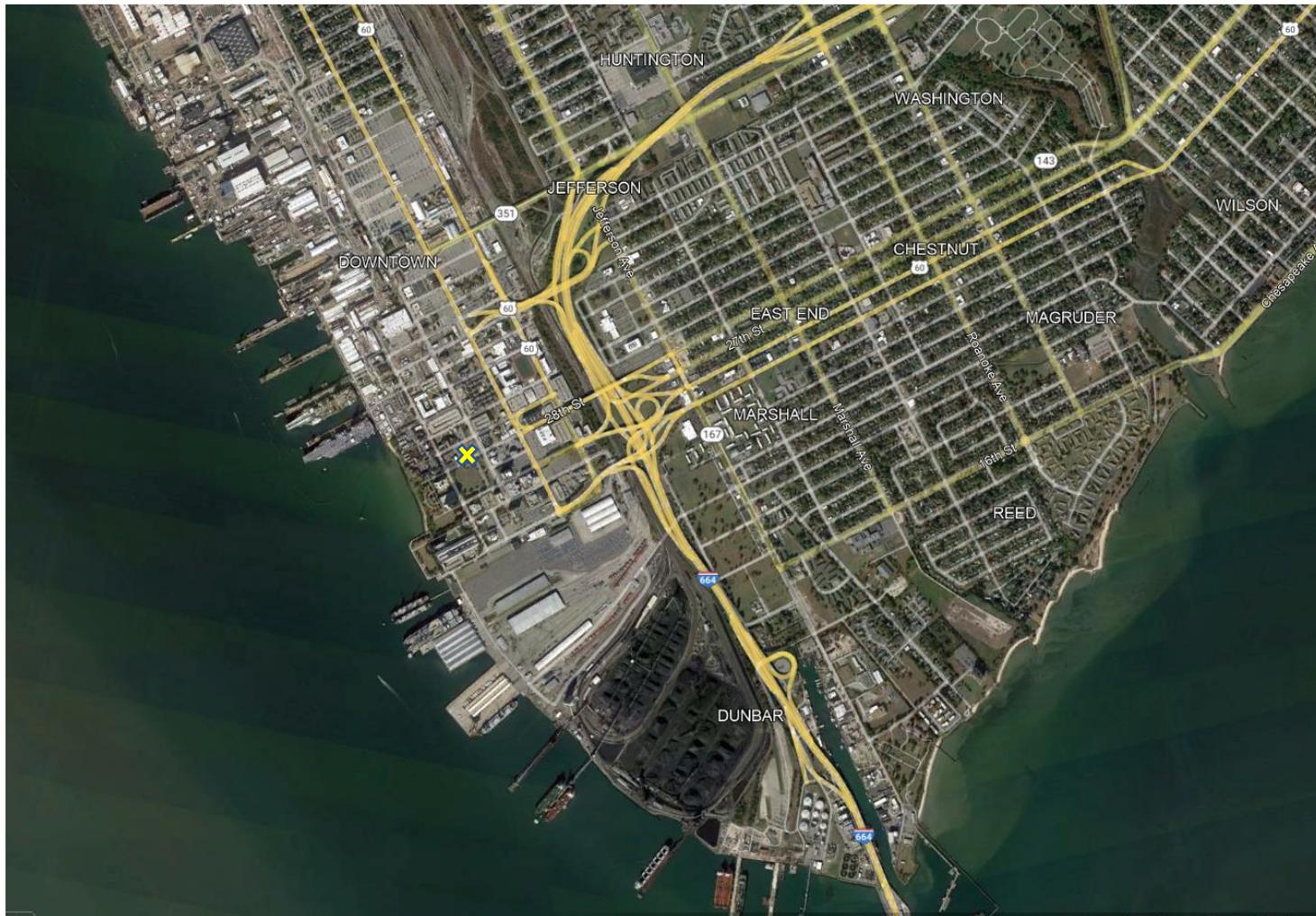
Project	Total Units
HOTEL WARWICK SRO	88

Map data ©2023 Google | [Keyboard shortcuts](#) | [Terms of Use](#) | [Report a map error](#)

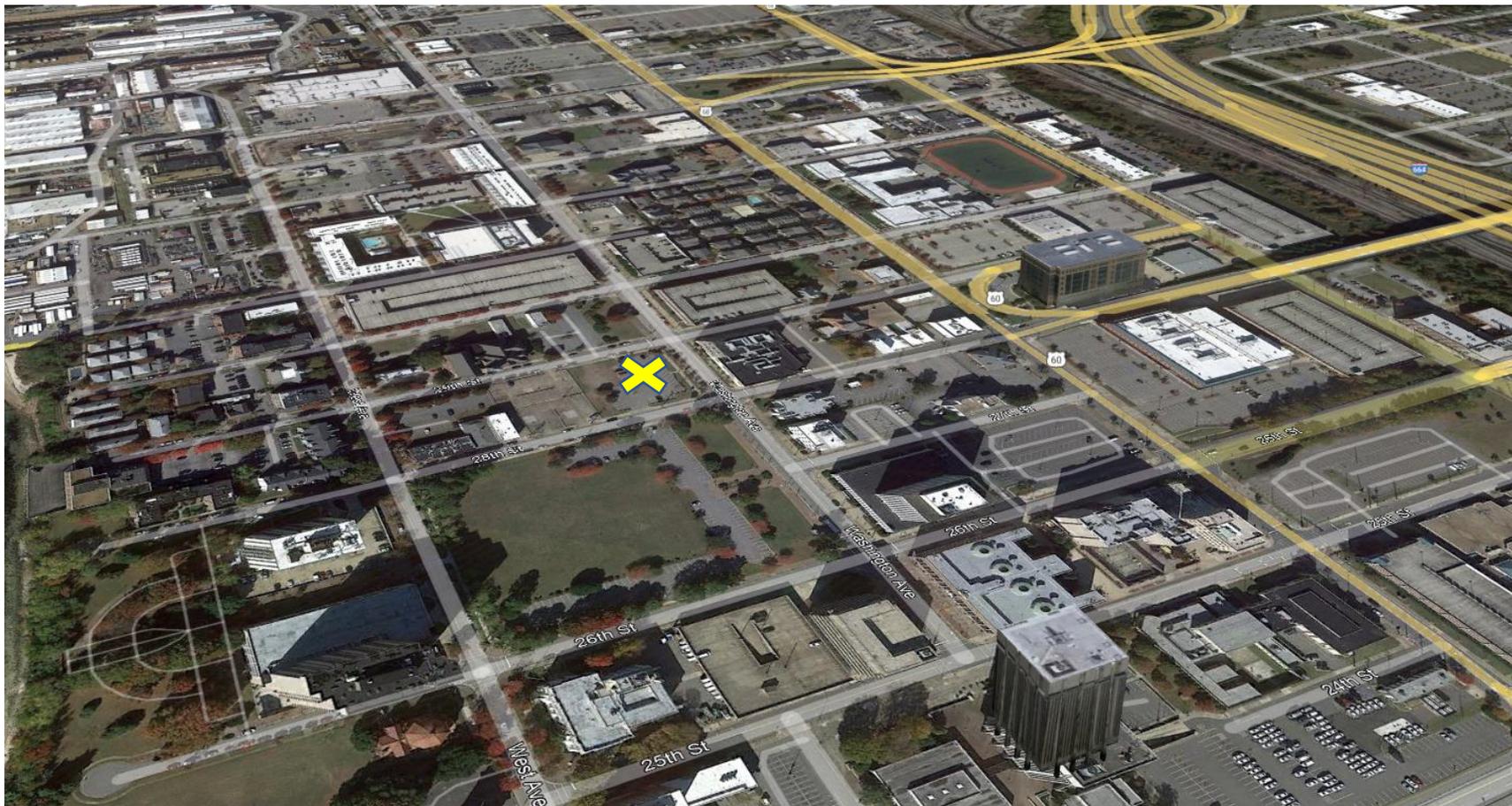
Tab K.2

Location Map

CHOICE NEIGHBORHOOD V- DOWNTOWN SITE LOCATION



Location of Choice Neighborhood V- Downtown Project Site, Newport News, Virginia



 Location of Choice Neighborhood V- Downtown Project Site

NOTE: Site is a parking lot being currently in operations.

Tab K.3

Surveyor's Certification of Proximity To Public
Transportation



Surveyor's Certification of Proximity to Transportation

General Instructions

1. This form must be included with the Application.
2. This Letter must be submitted under the Surveyor's or Engineer's Corporate Letterhead.
3. Any change in this form may result in a reduction of points under the scoring system.
4. If you have any questions, please call the Tax Credit Allocation Department 804-343-5518.

Date _____

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development _____

Name of Owner _____

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**

1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Firm Name _____

By _____

Its _____

Title

1317 Executive Blvd, Suite 300 \ Chesapeake, VA 23320
O (757) 548-2056 \ F (757) 548-2812 \ burnsmcd.com

Tab L:

PHA / Section 8 Notification Letter

Appendices continued

PHA or Section 8 Notification Letter

If you have any questions, please call the Tax Credit Department at 804-343-5518.

General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

Appendices continued

PHA or Section 8 Notification Letter

Date _____

To _____

RE: Proposed Affordable Housing Development

Name of Development _____

Name of Owner _____

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on _____ (date).

The following is a brief description of the proposed development:

Development Address _____

Proposed Improvements:

- New Construction: _____ #Units _____ #Buildings
 Adaptive Reuse: _____ #Units _____ #Buildings
 Rehabilitation: _____ #Units _____ #Buildings

Proposed Rents:

- Efficiencies: \$ _____ /month
 1 Bedroom Units: \$ _____ /month
 2 Bedroom Units: \$ _____ /month
 3 Bedroom Units: \$ _____ /month
 4 Bedroom Units: \$ _____ /month

Other Descriptive Information:

Appendices continued

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (757) 928 - 2662 .

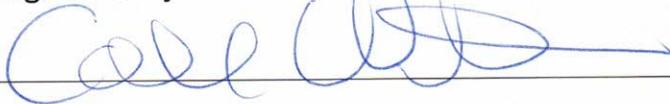
Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name Karen R. Wilds

Title President

To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and Acknowledged By 

Printed Name: Carl Williamson

Title Director of Housing

Phone 757-928-2658

Date 2/27/2023

Tab M:

Locality CEO Response Letter



Office of the
City Manager

March 14, 2023

JD Bondurant
Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220

Virginia Housing Tracking Number:	2023-C-53
Development Name:	Choice Neighborhood V-Downtown
Name of Owner/Applicant:	Choice Neighborhood V-Downtown LLC

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the City of Newport News. Accordingly, the City of Newport News supports the allocation of federal housing tax credits requested by Choice Neighborhood V-Downtown LLC for this development.

Sincerely

A handwritten signature in black ink that reads 'Cynthia D. Rohlf'.

Cynthia D. Rohlf
City Manager

Tab N:

Homeownership Plan

This Tab is not applicable to the
March 16th, 2023, Choice
Neighborhood V-Downtown
reservation application.

Tab O:

Plan of Development Certification Letter

This Tab is not applicable to the
March 16th, 2023, Choice
Neighborhood V-Downtown
reservation application.

Tab P:

Developer Experience documentation and
Partnership agreements Developer Fee Agreement
(Please submit this TAB as a separate stand alone
document)

**Tab P has been submitted as a
standalone PDF.**

Tab Q:

Documentation of Rental Assistance, Tax Abatement
and/or existing RD or HUD Property

NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY

POST OFFICE BOX 797
NEWPORT NEWS, VIRGINIA 23607-0797

February 22, 2023

Mr. Patrick Stewart
RVP
Pennrose, LLC
230 Wyoming Avenue
Kingston, PA 18704

Dear Mr. Stewart:

I am pleased to inform you that the Newport News Redevelopment and Housing Authority Board of Commissioners approved the award of 25 project based vouchers to be used at Choice Neighborhood V Apartments, located downtown at the corner of 28th Street and Washington Avenue, Newport News, VA 23607. The project based vouchers were awarded through a Request for Proposals issued by our agency. The commitment is for a 20 year period, subject to continued funding of NNRHA by HUD for housing choice voucher assistance.

Please contact Carl Williamson, Director of Housing at 757-928-2659 or cwilliamson@nnrha.org to discuss the next steps.

Sincerely,



Karen R. Wilds
Executive Director

cc: Sherif Ismail
Carl Williamson
Lysandra Shaw

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY APPROVING PROJECT BASED VOUCHERS FOR PENNROSE, LLC FOR CHOICE NEIGHBORHOOD V-DOWNTOWN

WHEREAS, Pennrose, LLC plans to develop up to 74 units at 28th Street and Washington Avenue, Newport News, VA; and

WHEREAS, Pennrose, LLC has responded to a Request for Proposals issued by the Newport News Redevelopment and Housing Authority (NNRHA) in a timely manner that meets the Authority's review criteria; and

WHEREAS, Choice Neighborhood V-Downtown will have an on-site manager who will schedule educational and counseling programs and establish partnerships with local service providers; and

WHEREAS, Pennrose, LLC will provide information for a subsidy layering analysis and environmental review which must be approved by the U. S. Department of Housing and Urban Development (HUD); and

WHEREAS, the project is applying for Low Income Housing Tax Credits from Virginia Housing in the 2023 application round.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Newport News Redevelopment and Housing Authority does hereby award 25 project-based vouchers to Pennrose, LLC to be used at Choice Neighborhood V-Downtown Apartments contingent upon their compliance with all requirements set forth in its application to the Authority for project-based vouchers. This commitment is for a 20 year period, subject to continued funding of NNRHA by HUD for housing choice voucher assistance. Such assistance may be extended for an additional period deemed mutually acceptable to NNRHA and Pennrose, LLC at any time deemed appropriate by both parties. This approval is subject to and contingent upon the successful review by HUD of the subsidy layering analysis and environmental review documents.



Office of the
City Manager

March 9, 2023

Karen R. Wilds, President
Choice Neighborhood V-Downtown LLC
227 27th Street
Newport News, Virginia 23607

RE: Choice Neighborhood V-Downtown – Tax Deferral

Dear Ms. Wilds:

In response to your request, I am confirming approval of a real estate tax deferral for the Low-Income Housing Tax Credit financing property, Choice Neighborhood V-Downtown. This action is consistent with a City Council approved ordinance authorized under state laws (Section 58.1-3219) allowing for real estate tax deferrals under certain circumstances.

This approval is conditioned upon the award of Low-Income Housing Tax Credits by the Virginia Housing Development Authority in 2023.

Sincerely,

A handwritten signature in black ink that reads 'Cynthia D. Rohlf'.

Cynthia D. Rohlf
City Manager



Locality CEO Letter

NOTE TO LOCALITY: Any change in this form letter may result in a reduction of points under the scoring system.

NOTE TO DEVELOPER: You are strongly encouraged to submit this form to the appropriate local official at least three weeks in advance of the application deadline to ensure adequate time for review and approval.

General Instructions:

1. This form may be included with application (at Tab I).

OR

2. This letter must be received by Virginia Housing within 45 days from the date of the Virginia Housing Locality Notification Letter.

3. This form must be submitted under the locality's letterhead.

If you have any questions, please call the Tax Credit Allocation Department (804) 343-5518.

The subject property site is a former public housing development which is being transformed as part of the Marshall Ridley Choice Neighborhood Housing Plan. The United States Department of Housing and Urban Development awarded the Newport News Redevelopment and Housing Authority \$30,000,000 of Choice Neighborhood Initiative (CNI) funds in May, 2019.

The Virginia Housing manual indicates under section 7.12.5 that "Any development participating in the Rental Assistance Demonstration (RAD) program, or other PHA conversion to project-based rental assistance, competing in the Local Housing Authority pool..." is eligible for 10 bonus points. We are hereby providing the CNI Implementation Agreement as proof of HUD commitment.

FY2018 Choice Neighborhoods IMPLEMENTATION GRANT AGREEMENT

This grant agreement (“Grant Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and the Lead and Co-Applicant(s) (“Grantee”). On May 13, 2019, HUD awarded the Grantee a Choice Neighborhoods Implementation Grant from fiscal year 2018 funds, for the implementation of a Transformation Plan (“Transformation Plan”) that is identified in this Grant Agreement below.

HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to the Grantee, in the total amount listed on the form HUD-1044, for the activities described in the Transformation Plan as defined in Article III. Either the Lead Applicant or the Co-Applicant Grantee may be the designated entity with access to LOCCS for drawing down grant funds.

The assistance that is the subject of this Grant Agreement is authorized by, and required to be used in accordance with, Section 24 of the U.S. Housing Act of 1937, the Consolidated and Further Continuing Appropriations Act, 2018 (Pub. L. 115-41, approved March 23, 2018) (“2018 HUD Appropriations Act”), (collectively the “Choice Neighborhoods Authorization”).

The form HUD-1044 and Exhibit A are incorporated into and subject to the terms of this Grant Agreement.

HUD and the Grantee hereby agree to be bound by the following terms and conditions of this Grant Agreement:

ARTICLE I. Choice Neighborhoods Requirements

The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant Agreement in accordance with the following requirements, as such requirements now exist or as they may hereafter be amended (hereafter collectively referred to as the “Choice Neighborhoods Requirements”):

- A. the U.S. Housing Act of 1937, as amended (the “1937 Act”), as applicable, and all implementing regulations;
- B. the 2018 HUD Appropriations Act (Public Law 115-41, approved March 23, 2018);
- C. the Fiscal Year (FY) 2018 Notice of Funding Availability for the Choice Neighborhoods Initiative Implementation Grants published via Grants.gov on May 18, 2018 (the “Choice Neighborhoods Implementation NOFA”).
- D. 31 U.S.C. § 1552. In accordance with this statute, all FY2018 funding must be expended by September 30, 2025. Any funds that are not expended by that date will be cancelled and recaptured by the Treasury, and thereafter will not be available for obligation or expenditure for any purpose. In order to ensure funds are drawn from LOCCS by that date, HUD may provide additional guidance as the deadline approaches for when grantees should submit the final draw request (e.g. usually approximately two weeks prior to the expenditure deadline).
- E. In accordance with section 24(e)(2)(D) of the 1937 Act, Grantees must involve affected residents of the targeted public and/or assisted housing during the implementation process. Grantees are required to involve the affected public and/or assisted housing residents in the implementation of the Transformation Plan. This involvement must be continuous from the beginning of the planning process through the implementation and management of the grant. In addition to the statutory requirement, unless HUD indicates otherwise in writing, Grantees will be expected to undertake resident and community involvement in a manner and method at least as comprehensive as that described in your grant application.
- F. all executive orders applicable to the activities being conducted with funds provided under this Grant Agreement;
- G. the terms and requirements of this Grant Agreement, and any amendments or addenda thereto;
- H. all other applicable Federal requirements, including, without limitation, those set forth the FY2018 Appropriations Act and those set forth in Appendix A; and
- I. all regulations, handbooks, notices, and policies applicable to the activities being conducted with funds provided under this Grant Agreement.

ARTICLE II. Program Overview

A. Goals of the Choice Neighborhoods Program. The Choice Neighborhoods Program employs a comprehensive approach to neighborhood transformation. The program transforms neighborhoods of concentrated poverty into mixed-income neighborhoods of long-term viability by revitalizing severely distressed public and/or assisted housing; improving access to economic opportunities; and investing and leveraging investments in well-functioning services, effective schools and education programs, public assets, public transportation, and improved access to jobs. Choice Neighborhoods ensures that current residents benefit from this transformation by preserving affordable housing in the neighborhood or providing the choice to move to affordable housing in another neighborhood of opportunity. The purpose of this grant is to implement a Transformation Plan that has been developed through a local planning process and furthers the goals of the Choice Neighborhoods Program. The core goals of Choice Neighborhoods are:

- 1. Housing:** Replace distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood;
- 2. People:** Improve outcomes of households living in the target housing related to employment and income, health, and children's education; and
- 3. Neighborhood:** Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community.

ARTICLE III. Choice Neighborhoods Transformation Plan

- A. General. The Grantee's Choice Neighborhoods Transformation Plan ("Transformation Plan") consists of a document or documents reviewed and approved by HUD to govern the transformation of the neighborhood. The Transformation Plan should integrate effective strategies to implement public and/or assisted housing revitalization, the coordination and design of supportive services, including educational opportunities for children, and neighborhood-level planning to improve a range of neighborhood assets. The Transformation Plan should be created as part of a collaborative planning process that involves neighborhood stakeholders and local governmental entities. The Transformation Plan should translate the three core goals of Choice Neighborhoods – Housing, People and Neighborhood – into a strategy that will direct investments, demonstrate the commitment among a range of public and private partners to address interdependent neighborhood challenges, utilize data to set and monitor progress toward implementation goals, and engage community stakeholders and residents in meaningful decision-making roles.
- B. Components of the Transformation Plan. The Grantee's Transformation Plan includes each of the following components, as needed for the Transformation Plan and as approved by HUD. Because some of these documents may be submitted to HUD for approval throughout the implementation of the Grant Agreement, an approved Transformation Plan shall be

deemed to mean the most recent set of documents that have been submitted to (as set forth in this Article) and approved by HUD:

1. The Grantee's Choice Neighborhoods application, submitted in response to the FY2018 Choice Neighborhoods Implementation NOFA (the "Choice Neighborhoods Application");
2. Post Application Submissions that HUD requires the Grantee to submit following HUD's review of the Choice Neighborhoods application and/or as a result of a site visit to the neighborhood which is the target of redevelopment under this grant ("Development"), including but not limited to:
 - a. any additional information required for HUD to approve demolition of the target public and/or assisted housing based on the Choice Neighborhoods application;
 - b. certifications and assurances;
 - c. a Program Schedule, in accordance with the timeframes established in this Article;
 - d. a Choice Neighborhoods Budget (all phases) as described in Article VI;
 - e. any other information or documentation that is not otherwise required under any other component of the Transformation Plan that is requested by HUD to supplement or refine information provided in the Choice Neighborhoods Application or to meet any terms or conditions of the Grant Agreement; and
 - f. any waiver requests;

(Subparagraphs (a) through (f) are hereafter collectively referred to as, "Post Application Submissions.")

3. a Supportive Services/People plan;
4. the Grantee's submissions to HUD in connection with an Endowment Trust, if applicable, in accordance with Article IV(J) (including but not limited to submission of a Choice Neighborhoods Endowment Trust Addendum);
5. for public housing only, a Demolition Application, if applicable, as described in Article IV;
6. for public housing only, a Disposition Application relating to the Development, as described in Article IV, to the extent applicable;
7. a development proposal(s), as described in Article IV;
8. a homeownership proposal, as applicable, as described in Article IV;

9. a plan for Critical Community Improvements projects, as applicable; and
 10. any amendment or modification of the foregoing, as approved in writing by HUD.
- C. Incorporation into Grant Agreement. As each component of the Transformation Plan is approved in writing by HUD, it will be deemed to be incorporated into this Grant Agreement.
- D. Time Periods for Implementation. The Grantee agrees to implement its Transformation Plan in accordance with the approved Program Schedule, including but not limited to the following time periods:
1. In accordance with the Choice Neighborhoods Implementation NOFA as incorporated by Article I(C) above.
 2. Items identified in paragraph (B) of this Article must be submitted to HUD in accordance with the HUD-approved Program Schedule. The Program Schedule is due to HUD within 120 calendar days (weekends and holidays are not excluded) from the Grant Award Date. HUD reserves the right to require Grantee to make edits to these items to put them in a form and substance acceptable to HUD.
 3. The Grantee must start service coordination and case management services as soon as possible, if they have not already. The Grantee must have started these services within 60 days of the Grant Award Date. It is imperative that case management services begin immediately so that residents who will be relocated have time to participate in and benefit from Supportive Services activities before leaving the site; and that residents who have already been relocated are able to participate in and benefit from Supportive Services activities.
 4. The Grantee must submit the People/Supportive Services plan within 9 months of the Grant Award Date for HUD's review and approval.
 5. The Grantee must submit the Critical Community Improvements plan within 12 months of the Grant Award Date for HUD's review and approval.
 6. The closing of the first housing phase of development must take place within 18 months of the Grant Award Date. For this purpose, "closing" means all financial and legal arrangements have been executed and actual activities (construction, etc.) are ready to commence. The construction Notice to Proceed or equivalent must be issued no later than 90 days after the closing date, unless otherwise approved by HUD.
 7. Grantees must start housing rehabilitation/construction within 21 months of the Grant Award Date.
 8. Grantees must complete replacement housing rehabilitation/construction by obtaining a certificate of occupancy or equivalent for units funded with Choice Neighborhoods funds

by September 30, 2025. In accordance with the statutory deadline for expenditure of funds, HUD cannot approve an extension to this milestone.

- E. Time Extensions. All requests for extensions of the time periods for implementation listed in paragraph (D)(1)-(7) of this Article must be requested by the Grantee in advance of the deadline date. All requests for extensions must be made in writing to the Office of Public Housing Investments and will be reviewed and approved or disapproved by the Assistant Secretary of Public and Indian Housing and/or the Deputy Assistant Secretary for the Office of Public Housing Investments.

ARTICLE IV. Transformation Activities and Requirements

- A. Program Activities. Grantees must include the activities listed in Section III.E.1 of the Choice Neighborhoods Implementation NOFA in their Transformation Plan.
- B. Program Requirements. Grantees must comply with the Program Requirements stated in Section III.E.2 of the Choice Neighborhoods Implementation NOFA, some of which are restated in this Article for emphasis and/or with additional detail.
- C. One-for-one Replacement of Public and/or Assisted Housing. Each Transformation Plan must comply with the applicable one-for-one replacement requirement as stated in Section III.E.2.b of the Choice Neighborhoods NOFA.
- D. Replacement Housing Development Activities.
1. Public Housing Development Activity. For any public housing development activity under the Transformation Plan (whether on-site reconstruction or off-site development), the Grantee must obtain HUD approval of a development proposal submitted under 24 CFR 905.606 (“Development Proposal”).
 2. Any RAD conversion must be done in accordance with the protocol for reviewing RAD/Choice Neighborhoods projects or subsequent guidance.
 3. For projects involving Section 8, both Project Based Rental Assistance (PBRA) and Project Based Vouchers (PBV), and Choice Neighborhoods funding, HUD will review the development proposal in accordance with the Cost Controls and Safe Harbor Standards for Rental Mixed-Finance Development, dated April 2003, or subsequent guidance.
 4. For Replacement Units to be provided as PBVs in projects developed by an entity other than the Housing Implementation Entity, the PHA that administers the vouchers must comply with 24 CFR part 983. In addition, the Choice Neighborhoods office must review project information in advance of the AHAP or HAP contract to confirm the project satisfies the CN program requirements (e.g. is in a mixed-income development

and, if located outside the target neighborhood, meets the location requirements set forth in the NOFA).

- E. **Rehabilitation Activities.** For rehabilitation and physical improvement of public housing and/or community facilities primarily intended to facilitate the delivery of community and supportive services for residents of the Development and residents of off-site replacement housing under the Transformation Plan, the Grantee will comply with 24 CFR § 905.
- F. **Affordable Housing Development Activities.** Affordable housing (non-replacement, rental or homeownership, as defined in the NOFA) units developed with Choice Neighborhoods funds must be done in accordance with a proposal approved by HUD. Such units must be available to families earning 81-120 percent of AMI and grantees shall commit to an affordability period of at least 20 years. Affordable housing units must be in the same building with replacement units, except for buildings with one to four units total. Further, affordable housing units cannot include other funding that restricts incomes below 120% AMI (e.g. Low-Income Housing Tax Credits). The affordability restrictions shall be contained in a legally enforceable document recorded in the appropriate recorder's office or registry of deeds and consistent with long-term viability of the project.
- G. **Demolition of Public Housing.** You cannot carry out nor permit others to carry out the demolition of the targeted public housing project or any portion of the project until HUD approves, in writing, one of the following ((1) - (3) of this section), and until HUD has also: (i) approved a Request for Release of Funds submitted in accordance with 24 CFR part 58, or (ii) if HUD performs an environmental review under 24 CFR part 50, has approved the property for demolition, in writing, following its environmental review.
1. Information regarding demolition in your Choice Neighborhoods Application, along with Post Application Submissions requested by HUD after the award of the grant. Section 24(g) of the 1937 Act provides that severely distressed public housing that is demolished pursuant to a revitalization plan is not required to be approved through a demolition application under section 18 of the 1937 Act or regulations at 24 CFR part 970.
 2. A demolition application under section 18 of the 1937 Act.
 3. A section 33 Required Conversion Plan, in compliance with regulations at 24 CFR part 972, subpart A and other applicable HUD requirements. A Required Conversion Plan concerns the removal of a public housing project from a PHA's inventory.
- H. **Demolition of Multifamily Housing.** For projects subject to a project-based section 8 Housing Assistance Payments ("HAP") contract, the Grantee will not engage in or permit the partial or total demolition of the project, or any activities related thereto, including any activities in preparation for such demolition, without the prior written consent of HUD. Such consent will not be provided until HUD has first approved (i) a proposal for preserving the project-based section 8 HAP contract consistent with applicable statutory authority (e.g., section 212(a) of the 2012 HUD Appropriations Act, or successor legislation; or section 8(bb)(1) of 1937 Act) and all related Departmental policies, procedures, and requirements;

(ii) a proposal for project rehabilitation; and (iii) a replacement housing plan that provides for the orderly, temporary relocation of relocated families (e.g., based on the requirements of Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (Multifamily Emergency/Disaster Guidance), section 38-32C (Section 8 Pass Through)) that ensures decent, safe, and sanitary housing, consistent with 24 CFR Part 5 Subpart G (Physical Condition Standards and Inspection Requirements) and 24 CFR Part 200 Subpart P (Physical Condition of Multifamily Properties), at the beginning of and throughout the relocation period.

I. Disposition of Public Housing. This section applies only to disposition of public housing.

1. Disposition of a severely distressed public housing site, by sale or lease, in whole or in part, must be done in accordance with section 18 of the 1937 Act and implementing regulations at 24 CFR part 970, as applicable.
2. The Grantee will also comply with the provisions of its approved disposition application (the approved “Disposition Application”), unless otherwise modified in writing by HUD, and with the procedures for processing dispositions associated with mixed-finance projects as set forth by HUD.
3. A ground lease of one year or more that is not incident to the normal operation of a development is considered to be a disposition that is subject to section 18 of the 1937 Act.

J. Relocation.

1. General. The Grantee will provide suitable, decent, safe, and sanitary housing for each family required to relocate because of transformation activities under the Transformation Plan.
2. Relocation Plan for Public Housing Units. The Grantee must carry out its relocation activities in compliance with a relocation plan that conforms with the following statutory and regulatory requirements, as applicable (the “Relocation Plan”) for displacement or temporary relocation carried out as a result of:
 - a. **Rehabilitation, acquisition, or demolition pursuant to section 24 of the 1937 Act** under an approved Plan is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*; 49 CFR part 24) (URA) and regulations at 24 CFR § 905.308 or successor part and meets the requirements of the Choice Neighborhoods Implementation NOFA.
 - b. **Disposition or demolition pursuant to section 18 of the 1937 Act** under an approved Transformation Plan is subject to section 18 of the 1937 Act as amended and 24 CFR 970.21.
 - i. Exception: displacement or temporary relocation carried out as a result of **disposition** pursuant to the mixed-finance development requirements at 24 CFR 905, subpart F is subject to section 18 of the 1937 Act but not 24 CFR 970.21.

- c. **Disposition pursuant to a Section 332 required conversion plan** is subject to Section 18 of the 1937 Act and 24 CFR Part 971.
- d. **Demolition pursuant to a Section 33 required conversion plan** is subject to the URA.

If the project also utilizes Community Development Block Grant (CDBG) or HOME funds, section 104(d) of the Housing and Community Development Act of 1974 may also apply. Please refer to the Tenant Assistance Relocation and Real Property Acquisition Handbook (HUD Handbook 1378) for detailed information.

3. Relocation Plan for Non-Public Housing Units. Except for displacement resulting from demolition or disposition activities subject to section 18 of the 1937 Act, projects involving real property acquisition, rehabilitation or demolition are subject to the URA and the requirements of the Choice Neighborhoods Implementation NOFA. For projects subject to a project-based section 8 HAP contract, the Grantee will (i) secure or cause to be secured temporary replacement housing for displaced families; will ensure that (ii) the temporary housing is available for the entire duration of the displacement period; and (iii) the housing meets the requirements of 24 CFR Part 5, Subpart G (“Physical Condition Standards and Inspection Requirements”) and 24 CFR Part 200 Subpart P (“Physical Condition of Multifamily Properties”) at the beginning of and throughout the displacement period. To satisfy this requirement, the Grantee is encouraged to adopt the model and the related procedures in Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”) for the temporary relocation of section 8-assisted families necessitated by a natural disaster or other emergency. Based on this model and the related procedures, the Grantee is authorized to enter into a temporary lease for a unit in the same locale that meets the foregoing regulatory requirements on behalf of a displaced section 8-assisted family. During this period, the Owner of a property subject to a project-based section 8 HAP contract (“Owner”), whether the Owner is the Grantee or one of the Grantee’s partners, may voucher for the contract rent for that unit on a temporary basis. The Owner pays no more than the contract rent on the temporary dwelling until the resident’s permanent rental unit has been restored to habitable condition and the Owner notifies the resident that they may resume occupancy of their former unit. The resident is still responsible for the resident’s share of the rent. Should the displaced resident fail to return, the Owner may rent the repaired unit to an eligible section 8 applicant. Before doing so, however, the Owner must inform the resident in writing that their assistance is terminated. In the event that the Owner rents the unit to an eligible section 8 applicant, the Owner must first terminate the “pass through” lease that the Owner executed on behalf of the displaced resident. In addition, should the temporarily relocated resident move from the temporarily leased unit before their permanent rental unit is repaired and made available for their return, the Owner can no longer voucher for the temporary unit and the resident is considered permanently housed. (See Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”).)

K. Acquisition.

1. **Acquisition Proposal.** A PHA must submit an acquisition proposal to HUD for review and approval prior to acquisition in accordance with 24 CFR 905.608 when a PHA determines that it is necessary to acquire vacant land for development of replacement housing through new construction, using public housing funds. This acquisition approval must be submission of a development proposal under 24 CFR 905.606.
2. **Land for Replacement Units outside the target neighborhood.** For acquisition of land for replacement housing outside the target neighborhood, you must comply with 24 CFR 905.602 (site and neighborhood standards).
3. **Land for Economic Development-Related Activities.** Acquisition of land for this purpose is eligible if the activities specifically promote the economic self-sufficiency of residents of the neighborhood, such as construction or rehabilitation of parks and community gardens, environmental improvements; or promoting economic development, such as development or improvement of transit, retail, community financial institutions, public services, facilities, assets or other community resources. Limited infrastructure and site improvements associated with development retail, commercial, or office facilities, such as rough grading and bringing utilities to (but not on) the site, are eligible activities with prior HUD approval. You may request an amount not to exceed 15 percent of the total Choice Neighborhoods grant to pay the costs of non-housing capital costs as described above for Critical Community Improvements.

- L. **Supportive Services.** The Grantee must plan for and provide current public and assisted housing residents, relocated public and assisted housing residents, and returning and new public and assisted housing residents with supportive services for the term of the Grant Agreement. Supportive Services programs and services must be carefully planned so that they will be sustainable after the Choice Neighborhoods grant period ends. The Grantee is responsible for tracking and providing Supportive Services programs and services to baseline and revitalization development residents. Baseline residents are those residents that lived in the targeted redevelopment site at the time of application for this Choice Neighborhoods grant. The grantee and HUD will also work together to track the experiences and changing characteristics of revitalization development residents who live at the revitalized site. Supportive Services activities must be well integrated with the physical development process, both in terms of timing and the provision of facilities to house on-site service and educational activities. The Grantee should provide final outcomes and metrics on Supportive Services as identified in the Transformation Plan. The Grantee will report to HUD on those outcomes and measure progress using those metrics as discussed in Article XII. HUD will use these reports to determine if the Grantee has met their supportive service requirements as listed in their Transformation Plan. To the extent that the Grantee proposed Supportive Services to the surrounding neighborhood residents as part of the application, public housing and HUD assisted housing resident Supportive Services should be tracked in the same way or as proposed in the application.

1. **Funding.** Consistent with sections 24(d)(1)(L) and 24(j)(3) of the 1937 Act and the Choice Neighborhoods Implementation NOFA, the Grantee may use an amount up to 15 percent of the total Choice Neighborhoods Grant to pay the costs of community and supportive service programs. The Grantee may spend additional sums on community and supportive services programs using donations, HUD funds made available for that purpose, or other Grantee funds.
 2. **Supportive Services Endowment Trust.** The Grantee may deposit up to 15 percent of the Choice Neighborhoods Grant amount (the maximum amount of the grant allowable for Supportive Services programs) into an endowment trust to provide Supportive Services activities (the “Endowment Trust”).
 - a. The Grantee may not draw down funds provided under this Grant Agreement for deposit into an Endowment Trust until it has a HUD-approved Endowment Trust plan and has executed with HUD an addendum to this Grant Agreement (the “Choice Neighborhoods Endowment Trust Addendum”), as directed by HUD. The Choice Neighborhoods Endowment Trust Addendum establishes the requirements governing the establishment, operation, and management of an Endowment Trust.
 - b. In reviewing the amount of the Grantee’s proposed allocation of Choice Neighborhoods Grant funds to an Endowment Trust, HUD will take into account the Grantee’s demonstrated ability to pay for current Supportive Services activities with Choice Neighborhoods or other funds, and the projected long-term sustainability of the Endowment Trust to carry out such activities.
 - c. Endowment Trust funds (including any non-Choice Neighborhoods funds donated or otherwise made available to the Endowment Trust, and any interest earned on Choice Neighborhoods and non-Choice Neighborhoods funds) may only be used for eligible and necessary Supportive Services activities.
 3. Although targeted housing residents must be the primary beneficiary of Supportive Services, Supportive Services provided to the surrounding neighborhood residents, beyond public and HUD assisted housing residents, are an eligible use of funds.
- M. Administration, Fees and Costs.** Reasonable costs for administration, planning, technical assistance, and fees and costs, as established by the Cost Control and Safe Harbor Standards guidance dated April 9, 2003, or successor document. These costs are limited to the costs of implementing the Transformation Plan, as specifically approved by HUD, such as fees for architectural and engineering work, program management (if any), and reasonable legal fees. You may not use Choice Neighborhoods Implementation Grant funds to pay for any implementation activities carried out on or before the date of the letter announcing the award of the Choice Neighborhoods Grant.
- N. Right of Return.** Each tenant who wishes to return to the on-site or off-site replacement housing may return if the tenant was lease-compliant at the time of departure from the housing prior to relocation and continued to remain lease-compliant during the relocation period. This is a Choice Neighborhoods program requirement and not related to benefits provided in accordance with the URA. A returning tenant shall be provided a preference for occupancy of on-site or off-site replacement units before such units are made available to any

other eligible households. Accordingly, the Housing plan must provide an adequate number of replacement units that can be occupied by households with incomes up to 80 percent AMI (e.g. units that are not limited by another funding source such as LIHTC equity that has a lower income limit). The tenant also has the option not to occupy a replacement unit and may retain tenant-based voucher assistance, subject to appropriations and availability, provided under section 8(o) of the United States Housing Act of 1937 for relocation from the properties revitalized under this Grant Agreement. These preferences are retained even if the resident has already received permanent relocation benefits. This preference applies to residents that were relocated due to the redevelopment activity and remains available until the initial lease-up of the new units. Residents that voluntarily move prior to relocation do not have this right to return preference. Prior written approval for any new tenant-based voucher assistance, including but not limited to Tenant Protection Vouchers, is required prior to Grantee obtaining voucher assistance. If a household is “rightsized” (e.g. splits into two separate households) through the relocation resulting from Choice Neighborhoods, the original head of household will have the right to return. Once all of the original heads of household have been housed, the Grantee is required to offer the second household any units that are available. If no units are available, then the second household will be moved to the top of the waiting list. Both the original household and the second household are required to be lease-compliant at the time of relocation and throughout relocation.

O. Site and Neighborhood Standards for Replacement Housing.

1. Grantee’s Election of Requirements. A Grantee, at its election, separately regarding each site it proposes, will comply with the development regulations regarding Site and Neighborhood Standards (24 CFR § 905.602), or with the Site and Neighborhood Standards contained in this Article.
2. On-Site Replacement Housing (i.e. on the target housing site and/or in the target neighborhood). Because the objective of the Choice Neighborhoods program is to alleviate distressed conditions at the targeted development and in the target neighborhood, replacement housing under Choice Neighborhoods that is located within the target neighborhood will not require approval by HUD under Site and Neighborhood Standards.
3. Off-site Replacement Housing (i.e., outside of the target neighborhood but within the metropolitan area up to 25 miles from the target housing site). Replacement housing outside the target neighborhood must:
 - a. offer access to economic opportunities and public transportation and be accessible to social, recreational, educational, commercial, health facilities and services, and other municipal services and facilities that are comparable to those that will be provided in the target neighborhood; and
 - b. be located neither in areas of minority concentration nor in areas with a poverty rate above 40 percent. A neighborhood of minority concentration is a Census tract or other defined geographic area in which the percentage of residents who are racial or ethnic minorities is at least 20 percentage points higher than the percentage of minority residents in the Metropolitan Statistical Area (MSA) (or jurisdiction not in a

MSA) as a whole. In MSAs (or jurisdictions not in MSAs) in which the majority of residents are racial or ethnic minorities, HUD will consider and rely on all relevant information to determine whether the neighborhood proposed for replacement housing will lead to the creation of more inclusive and integrated housing in opportunity-rich neighborhoods.

- P. **Research and Evaluation Cooperation.** HUD and its contractors shall perform research and evaluation activities on the Choice Neighborhoods program, including interviews with the Grantee and community, review of grantee documents and data, surveys of assisted households and neighborhood residents, and documentation of changing physical conditions in the buildings and neighborhood. The Grantee shall make all reasonable efforts to cooperate with HUD and its contractors in carrying out these activities, including but not limited to facilitating interviews of Grantee's staff and partners, providing HUD's contractor with access to observe community meetings; to data systems, documents, and assisted and public housing residents; and to buildings for conducting physical inspections.
- Q. **Operation and Management Principle and Policies, and Management Agreement for PHAs.** Grantee must develop a Management Agreement that describes their operation and management principles and policies for their public housing units. Grantees and their procured property manager, if applicable, must comply (to the extent required) with the provisions of 24 CFR part 966 in planning for the implementation of the operation and management principles and policies described below.
1. Rewarding work and promoting family stability by promoting positive incentives such as income disregards and ceiling rents;
 2. Instituting a system of local preferences adopted in response to local housing needs and priorities, e. g., preferences for victims of domestic violence, residency preferences, working families, and disaster victims. Note that local preferences for public housing must comply with Fair Housing requirements at 24 CFR 960.206. No preference should lead to disparate negative impact on any Fair Housing Act protected class;
 3. Lease requirements that encourage self-sufficiency by promoting involvement in the resident association, performance of community service, participation in self-sufficiency activities, and transitioning from public housing;
 4. Implementing site-based waiting lists that follow project-based management principles for the redeveloped public housing. Note that site-based waiting lists for public housing must comply with Fair Housing requirements at 24 CFR 903.7(b)(2);
 5. Strictly enforcing lease and eviction provisions;
 6. Implementation of defensible space principles and the installation of physical security systems such as surveillance equipment, control engineering systems, etc. to improve the safety and security of residents;

7. Enhancing ongoing efforts to eliminate drugs and crime from neighborhoods through collaborative efforts with federal, state, and local crime prevention programs and entities.

R. Lobbying. The Grantee hereby certifies that no funds provided under this Grant Agreement will be expended for lobbying activities, as prohibited by Section 319 of Public Law 101-121 (which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government), and implemented for HUD at 24 CFR part 87, as the same may be amended from time to time. The Grantee will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

ARTICLE V. Changes to the Transformation Plan

- A. Changes Requiring Prior HUD Approval. If the following activities in the application are to be modified or amended, the Grantee must request and obtain prior written HUD approval:
1. the Program Schedule. The Grantee must inform HUD immediately, in writing, of any problems, delays or adverse conditions that will impair materially the Grantee's ability to comply with the Program Schedule, and include a statement of action taken, or proposed to be taken, and any assistance needed to resolve the situation. HUD must approve any proposed changes to the Program Schedule that would modify any date or time period.
 2. the form of program oversight or governance;
 3. the overall strategy for community involvement;
 4. the approved disposition;
 5. the approved demolition;
 6. the Housing plan, including the total number of housing units to be developed or rehabilitated (whether or not there is an associated budgetary revision requiring prior approval), the unit mix, the location of housing, the design, or any other changes that materially affect the Transformation Plan;
 7. the plan for Critical Community Improvements projects;
 8. changes in any Choice Neighborhoods Budget or phase budget that propose an increase or decrease in any line item, except as permitted by Article VI;
 9. an extension of the period of availability of the Choice Neighborhoods Grant funds provided under this Grant Agreement, not to go beyond the statutory timeframes;

10. changes in the entities or individuals, including any key partners specified in the Transformation Plan as having key responsibilities for carrying out the Transformation Plan (or any component(s) of the Transformation Plan). Subgranting, subcontracting or otherwise obtaining the services of a third party to perform activities that are central to the purposes of the Transformation Plan will constitute such a change in entities or individuals; and
11. changes requested by a subgrantee that relate to any of the itemized categories listed in paragraph (A) of this Article.

B. **Changes Requiring Grant Agreement Amendment.** For the following types of revisions to the Transformation Plan, the Grantee must submit a written request to HUD and must receive HUD's written authorization prior to making any such changes:

1. change in the total dollar amount of the grant; and/or
2. change in the Development for which funds provided under this Grant Agreement are made available.

Upon HUD's written approval, the change will be implemented by the execution of an amendment to this Grant Agreement and shall consist of a revised Form HUD-1044 if there is a change in the dollar amount of the grant.

C. **Waiver Requests.**

1. **Standard for Approval.** The activities to be conducted under this Grant Agreement are subject to the terms of this Grant Agreement and the Choice Neighborhoods Requirements. Nevertheless, HUD seeks innovative solutions under the Choice Neighborhoods Program to the long-standing problems of severely distressed public and assisted housing developments located in neighborhoods of concentrated poverty, and will consider granting a waiver of specific regulatory requirements, provided that:
 - a. such a waiver would be consistent with applicable statutory requirements; and
 - b. the Grantee is able to demonstrate good cause to support HUD's granting of such a waiver.
2. **Waiver Request Procedure.** If the Grantee wants HUD to approve a waiver of a regulatory requirement, it must submit a request with sufficient information and justification to enable HUD to make a determination of good cause for granting any such request to deviate from existing regulations. Until such time as the Grantee requests and HUD, in its discretion, approves any such requests in writing, the Grantee does not have authority to implement the activities described in the Choice Neighborhoods Application to which the request for approval applies (or for which a request for approval is needed).

ARTICLE VI. Choice Neighborhoods Budget and Funding Requests

- A. **Budget.** The Grantee must ensure that funds provided under this Grant Agreement are expended in accordance with the Choice Neighborhoods Requirements and a Choice Neighborhoods Budget. Each Grantee must submit to HUD for approval a Choice Neighborhoods Budget as part of the Post Application Submissions. The Choice Neighborhoods Budget allocates ALL Choice Neighborhoods Grant funds into Budget Line Items. The Choice Neighborhoods Budget will serve as the primary budget and may be subject to revision.
- B. **Budget Form.** Each budget submitted in accordance with paragraph (A) of this Article must be submitted on the Choice Neighborhoods Implementation Grants Budget Form (form HUD-53236). Part I must be signed and dated by the Lead Grantee, and Part II must include a detailed description of the uses of the funds. Grantees should also track their leveraged fund expenditures and maintain this information on file should HUD request it.
- C. **Pre-Grant Agreement Execution Costs.** After the execution of this Grant Agreement, the Grantee may include in its Choice Neighborhoods Budget, and the Grantee may draw down funds for, costs that were incurred prior to execution of this Grant Agreement, provided that such costs were incurred after the Grant Award Date, are directly associated with the activities to be funded under this Choice Neighborhoods Grant, and are approved as reasonable and eligible by HUD.
- D. **Predevelopment Costs.**
1. **Funding Requests.** The Grantee may request a Choice Neighborhoods Grant funds for predevelopment costs by submitting the Choice Neighborhoods Budget to HUD. Funds may be drawn down for eligible Predevelopment Costs (as defined in subparagraph (2) below), subject to receiving HUD approval and the requirement for an environmental review in accordance with the provisions of this Grant Agreement.
 2. **Eligible Predevelopment Costs.** Eligible predevelopment costs (“Predevelopment Costs”) may include funds for:
 - a. administration costs related to having additional and/or existing staff work on the Choice Neighborhoods Grant;
 - b. fees and costs related to procuring goods and services from third parties in connection with eligible predevelopment activities such as architectural and engineering (A&E) fees;
 - c. resident relocation;
 - d. supportive services costs, including costs dedicated to case management and services;
 - e. costs associated with carrying out environmental reviews, in accordance with 24 CFR § 58.23; and
 - f. site remediation and demolition costs, provided that HUD has notified the Grantee in writing of the approval.
 3. **Predevelopment Funds.** Upon review and approval of the Choice Neighborhoods Budget as described in this Article, HUD will make the approved predevelopment funds

available to the Grantee for drawdown in LOCCS. The Grantee will ensure that the funds are expended in conformance with the HUD-approved Predevelopment Budget.

- E. Program Income. Program Income is defined in 2 CFR § 200.80, or successor regulation. If the Grantee receives program income:
1. prior to grant closeout program income from repayment of loans, sale of homeownership units, and/or other sources:
 - a. must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes, unless otherwise approved by HUD; and
 - b. must be used for eligible activities authorized under this Grant Agreement before the Grantee may draw down additional cash payments from the Choice Neighborhoods Grant.
 2. after grant closeout, program income from repayment of loans, sale of homeownership units, and/or other sources the program income must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes. Before the grant is closed out, Grantee will provide a plan to HUD for how program income will be reinvested, in a form and substance that is acceptable to HUD. HUD will determine with the Grantee what the sources of program income are.

The language of this provision, article VI (E)(2), shall survive grant close-out and termination of this Grant Agreement.

ARTICLE VII. Project Drawdowns

- A. LOCCS Payment System. Consistent with 2 CFR Part 200, the Grantee will request all drawdowns of Choice Neighborhoods Grant funds under the Line of Credit Control System (e-LOCCS), unless and until another payment system is designated by HUD. The Grantee will comply with all rules, guidelines, and notices established for Choice Neighborhoods under LOCCS, or any substitute system, in connection with any drawdown of Choice Neighborhoods Grant funds. If HUD designates a different payment system, it will be based upon the provisions of 2 CFR § 200.305.
- B. Drawdowns.
1. The Grantee may draw down Choice Neighborhoods Grant funds for a Budget Line Item (BLI) in an amount up to 100 percent of the amount of that BLI that HUD has approved and made available for drawdown.
 2. Any request for funds in excess of 10 percent of the entire grant amount in any month must be approved by HUD. The Grantee must submit copies of the invoices supporting the drawdown amount to the Team Coordinator for review.
- C. Drawdown Consequences of Default.

1. **Withholding of Payments.** HUD may withhold payments in accordance with 24 CFR § 200.338.
2. **Grantee Representations.** Each drawdown request by the Grantee will constitute, and be deemed to be, a representation that the Grantee is not in default under this Grant Agreement (except as the Grantee previously may have disclosed to HUD in writing).
3. **Overdue Reports.** HUD may elect to suspend draws under this Grant Agreement during any period in which the Grantee has failed to file with HUD any quarterly report.

ARTICLE VIII. Matching and Leveraged Funds

- A. **Match Requirements.** In accordance with section 24(c) of the 1937 Act (42 U.S.C. 1437v(c)),
 1. Grantee must have secured a match in the amount of 5 percent of the grant amount in cash or in-kind donations.
 2. **Additional Supportive Services Match.** The lesser of that provided for in your Transformation Plan or up to 15 percent of the Choice Neighborhoods grant may be used for supportive services activities. However, if the Grantee is using more than 5 percent of the grant funds for supportive services activities, funds (cash or in-kind donations) from sources other than Choice Neighborhoods must be secured for the amount between 5 and 15 percent of the grant that Grantee will use for supportive services activities. These resources must be NEW commitments in order to be counted for match.
- B. **Match Donations and Leverage Resources.** Grantee shall keep documentation on matching and leveraged funds during the term of this Grant Agreement and shall provide this documentation in a format acceptable to HUD upon request by HUD, until the closeout of this grant. The documentation should show that the funds are secured and the Grantee should keep records showing how those funds have been expended over time.

ARTICLE IX. Grantees, Subgrantees and Contractors

- A. **General Grantee Responsibilities.**
 1. **Implementation Team.** The Grantee agrees to promptly assemble a competent implementation team, if you have not already, to assist in working with the Grantee's partners and coordinating all phases of the implementation process.

2. Choice Neighborhoods Requirements. The Grantee shall ensure that any entity to which it makes grant funds available will comply with the Choice Neighborhoods Requirements.
 3. Required Certifications.
 - a. The Grantee must ensure that all subgrantees and contractors execute an original document in the form of Exhibit A to this Grant Agreement at the time the Grantee executes any contract with any subgrantee or contractor to provide goods or services under this Grant Agreement. The Grantee will retain the executed original certificate together with the executed contract documents.
 - b. Grantees that are public housing authorities (PHA Grantee) must ensure that the requirements contained in the General Conditions for Non-Construction Form (Form 5370-C) are included in any solicitation in connection with non-construction contracts that will be made by the PHA Grantee and paid for with assistance under this Grant Agreement. Such conditions must also be included in any non-construction contract entered into by the PHA Grantee.
 - c. Certifications required by 2 CFR 200.415.
- B. Administrative Requirements for Grantees. Public housing authority, local government, Indian tribe, and non-profit entity grantees are subject to 2 CFR Part 200.
- C. Administrative Requirements for Subgrantees and Related Agreements
1. Public housing authority, local government, Indian tribe, and non-profit subgrantees are subject to the requirements of 2 CFR Part 200.
 2. For-profit subgrantees are subject to the requirements of 2 CFR Part 200, Subparts A-E. The Grantee is responsible for establishing audit requirements consistent with 2 CFR 200.501(h).
 3. Suspension and Debarment. Grantees are subject to the requirements of 2 CFR 200.212.
 4. Grantee Responsibilities Regarding Subgrantees. Grantees will be responsible for:
 - a. ensuring that subgrantees are aware of the requirements imposed upon them by Federal statutes, regulations, and this Grant Agreement;
 - b. ensuring that all subgrant agreements include any clauses required by Federal statutes and their implementing regulations and executive orders; and;
 - c. monitoring subgrantees' performance to ensure compliance with this Grant Agreement.
- D. Administrative Requirements for Contractors and Subcontractors and Related Contracts.
1. Grantee Responsibilities Regarding Contractors and Subcontractors. Grantees that are subject to 2 CFR Part 200 as described in (B)(1) of this Article will be responsible for the following:

- a. Grantee shall obtain the services of a for-profit entity through a competitive procurement under 2 CFR Part 200. However, if the Grantee can demonstrate to HUD that the services to be provided by the for-profit entity can be obtained only from that one source, the Grantee may request HUD approval to select the entity under a sole-source procurement in accordance with 2 CFR 200.230(f).
 - b. Consultant Services. Grantees shall obtain consultant services provided under an independent contractor relationship pursuant to 2 CFR Part 200.
2. Trigger for the Submission of Contracts. Contract documents must be submitted to HUD for prior approval if required by 2 CFR Part 200, Subpart D, or if requested by HUD. Any modification of such contracts is also subject to HUD's written approval before execution.
 3. Debarred or Suspended Parties. Grantees must comply with 2 CFR 200.212.

ARTICLE X. No Third Party Rights

The Grantee and HUD are the sole parties to this Grant Agreement and do not intend to create any third party beneficiaries to this Grant Agreement. Nothing in this Grant Agreement may be construed as conferring the status of third party beneficiary upon the residents; and in no event shall any entity other than the Grantee have direct rights to the Choice Neighborhoods funds provided for under this Grant Agreement.

ARTICLE XI. Conflict of Interest

- A. Prohibition. The Grantee shall comply with the conflict of interest requirements in 2 CFR 200.318. No person who is an employee, agent, officer, or elected or appointed official of the Grantee or member of his immediate family and who exercises any functions or responsibilities with respect to activities assisted under this Choice Neighborhoods Grant may have a direct interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder.
- B. HUD-Approved Exception.
 1. Standard. HUD may grant an exception to the prohibition in paragraph (A) of this Article on a case-by-case basis when it determines that such an exception will serve to further the purposes of Choice Neighborhoods and its effective and efficient administration.
 2. Procedure. HUD will consider granting a regulatory waiver only after the Grantee has provided a written request which provides a disclosure of the nature of the conflict, accompanied by:
 - a. an assurance that there has been public disclosure of the conflict;
 - b. a description of how the public disclosure was made; and

- c. an opinion of the Grantee's attorney that the interest for which the exception is sought does not violate State or local laws.
3. Consideration of Relevant Factors. In determining whether to grant a requested exception under paragraph (B) of this Article, HUD will consider the cumulative effect of the following factors, where applicable:
- a. whether the exception would provide a significant cost benefit or an essential degree of expertise to the Transformation Plan that would otherwise not be available;
 - b. whether an opportunity was provided for open competitive bidding or negotiation;
 - c. whether the person affected is a member of a group or class intended to be the beneficiaries of the Transformation Plan and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - d. whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process, with respect to the specific activity in question;
 - e. whether the interest or benefit was present before the affected person was in a position as described in paragraph (A) of this Article;
 - f. whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - g. any other relevant considerations.

ARTICLE XII. Reporting Requirements

A. Quarterly Report.

1. The Grantee will submit to HUD a Quarterly Report as prescribed by HUD in accordance with the schedule established by HUD, presently 21 calendar days after the end of each quarter, with the first report due after the quarter ending September 30, 2019. In the Quarterly Report the Grantee will report at a minimum the progress of their grant, including but not limited to progress against their schedule and budget, expenditures to date, a narrative statement on their progress, progress on priority outcomes as described in the Choice Neighborhoods Implementation NOFA, progress against the priority metrics identified by HUD, and description of financing secured to date for implementation. The Grantee should also include, as appropriate, best practices and lessons learned from the date of the prior Quarterly Report. Upon expenditure of all Choice Neighborhoods grant funds, grantees must continue to report on all metrics in the Inform system, or its successor, quarterly and annually, through the first quarter of the next calendar year. After that first quarter, grantees must continue to report quarterly on certain Housing, Neighborhood, and People metrics until all housing units (replacement and non-replacement) included in the Housing Plan are complete. Upon completion of all housing units, Grantees will no longer be required to report in Inform.

2. Failure to submit to HUD a timely Quarterly Report will result in a suspension of Choice Neighborhoods Grant funds in LOCCS until such time as the report is received and approved by HUD, and/or any other default remedy authorized by Article XIV.
- B. Obligations and Expenditures. The Grantee must enter cumulative obligation and expenditure data into LOCCS by the due dates established by HUD, whether or not there has been any change in the cumulative amounts since the end of the last quarter.
- C. End of Grant Report. Grantees are required to submit an end of grant report which discusses their overall success in transforming the target neighborhood and supporting positive outcomes for residents and reproducible before and after photographs. The final report must be submitted to HUD by April 30 of the year following the September grant expenditure deadline.
- D. Program Income Reporting. Until all housing units in the Housing Plan are complete, grantees must submit an annual Program Income Report to HUD by September 30 of each year identifying all sources and uses of Program Income. Upon completion of all housing units, the Grantee will no longer be required to submit a Program Income Report; however, for the remainder of the 15-year program income period, HUD reserves the right to request an accounting of Program Income funds.
- E. Additional Information Requests. Subject to paragraph (D) of this Article, the Grantee will comply with all other reporting requirements from time to time established by HUD, in its sole discretion, in connection with the Choice Neighborhoods Program. The Grantee will:
1. fully cooperate with all reasonable information gathering requests made by HUD or contractors of HUD in the course of authorized evaluations of the Choice Neighborhoods Program; and
 2. submit a final Transformation Plan report when the Transformation Plan has been completed that details the number of units produced, the status of people outcomes, and any other metrics that HUD prescribes.
- F. Additional Requirements. The Grantee agrees to comply with all other terms and conditions HUD may establish to administer, monitor, or evaluate the Choice Neighborhoods Program in an effective and efficient manner. Notwithstanding the foregoing, however, except as provided in Article XIV, HUD hereafter will not establish any additional terms and conditions without:
1. consideration of the burden imposed on the Grantee by such conditions or requirements;
 2. consideration of the availability of less burdensome conditions or requirements; and
 3. in the case of a term or condition applicable solely to the Grantee, consulting in advance with the Grantee.

ARTICLE XIII. Technical Assistance

- A. **Site Visits.** The Grantee acknowledges and agrees that HUD, or its designees, may conduct site visits and inspections as deemed necessary by HUD based upon the Grantee's needs in implementing the Transformation Plan or the needs of the Choice Neighborhoods Program. Technical assistance site visits may be provided by HUD or its designees:
1. in response to requests from the Grantee; or
 2. based upon demonstrated needs of the Choice Neighborhoods Program; or
 3. as provided in paragraph (B) of this Article.
- B. **HUD Assessment.** HUD representatives will visit the site and make an assessment of any technical assistance and/or training that the Grantee may require for the implementation of the Transformation Plan. HUD will consult with the Grantee in determining the Grantee's specific technical assistance and training needs and will carry out subsequent on-site assessments as necessary.
- C. **Technical Assistance Provider.** If HUD determines, in its discretion, that technical assistance and/or training is necessary for the implementation of the Transformation Plan, it will assign a technical assistance provider to work with the Grantee for this purpose.
- D. **Grantee Training/Technical Assistance.** The Grantee agrees to use its best efforts to attend any training and to accept any technical assistance provided or sponsored by HUD.

ARTICLE XIV. Unsatisfactory Performance/Default

- A. In accordance with Section 24(i) of the 1937 Act, if the Grantee defaults under this grant agreement, HUD may withdraw any unobligated grant amounts and may pursue other actions as described in this Article. HUD shall redistribute any withdrawn amounts to one or more other applicants eligible for Choice Neighborhoods assistance or to one or more other entities capable of proceeding expeditiously in the same locality in carrying out the Transformation Plan of the original Grantee, subject to provisions of the appropriations law. This section applies to all Grantees regardless of their status as a government, PHA, for-profit, or other entity.
- B. **Default.** Each of the following events or occurrences, to the extent it constitutes a material breach or occurrence, may constitute a default by the Grantee under this Grant Agreement, as determined by HUD in its sole discretion:
1. use of funds provided under this Grant Agreement for any purpose, in any manner or at any time, other than as authorized by this Grant Agreement;

2. failure to comply with the Choice Neighborhoods Requirements or any other Federal, State, or local laws, regulations or requirements applicable in creating the Transformation Plan;
3. failure to make any submission under Article III, perform any obligation, or otherwise fail to proceed in a manner consistent with the Transformation Plan, (including, without limitation, failure to accomplish an activity by the date specified in the Program Schedule);
4. any material misrepresentation in any of the required submissions, including, without limit, any misrepresentations in any of the submissions required by Article III(B); or
5. failure to comply with, or any material breach of, any other requirements, conditions or terms of this Grant Agreement.

C. Notice of Default and Action(s) to Cure.

1. General. HUD will give the Grantee written notice of any default. The notice will give the Grantee the opportunity to cure such default within 30 days of the date of the notice, or to demonstrate within this time period, by submitting substantial evidence satisfactory to HUD, that it is not in default. If the default is not able to be cured within the 30-day period, the Grantee will demonstrate, to HUD's satisfaction, that the Grantee has taken actions necessary to cure the default and that the default is curable within 90 days from the date of the default notice. Additionally, the Grantee must agree to carry out such cure diligently and to complete the cure within the 90-day period.
2. Immediate Default. Notwithstanding the provisions of paragraph (C)(1) of this Article, HUD in its sole discretion may place the Grantee into immediate default for not being in compliance with its Program Schedule or for non-compliance with Choice Neighborhoods requirements once written notification of default has been provided to the Grantee. At that time, HUD may immediately begin imposing consequences of default, including specifically the suspension of draws of the Choice Neighborhoods grant.
3. Imminent Threat. Notwithstanding the provisions of subparagraph (C)(1) of this Article concerning the opportunity to cure defaults, if HUD reasonably determines that there is an imminent threat that the Grantee will expend additional Choice Neighborhoods Grant funds in violation of the provisions of this Grant Agreement, HUD may implement the remedial action provided for under subparagraph (C)(4)(i) of this Article to prevent any such unauthorized expenditure until such time as the Grantee has complied with the cure provisions set forth above. HUD will implement such remedial action by written notice set forth either in the notice of default given under paragraph (C)(1) of this Article or by subsequent written notice to the Grantee. An imminent threat is not an immediate default.
4. Consequences of Default. If the Grantee fails to cure all defaults specified in the notice of default within the time periods set forth in paragraph (C)(1) of this Article, or fails to

diligently pursue or complete any cure as provided in paragraph (C)(1), HUD may take any of the following remedial actions, upon written notice to the Grantee:

- a. requiring a Grantee in default to provide evidence to HUD of acceptable performance over such period of time as specified by HUD and to obtain written approval from HUD to proceed to the next phase of activities;
 - b. requiring additional, more detailed financial reports;
 - c. requiring additional project monitoring;
 - d. requiring the Grantee (or subgrantee) to obtain technical or management assistance;
 - e. establishing additional prior approvals;
 - f. require the Grantee, within a time period established by HUD, to prepare a revised Program Schedule, obtain HUD's approval thereto, and follow such revised Program Schedule to complete the activities under the Grant Agreement;
 - g. require the Grantee, within a time period established by HUD, to revise any activity under the Grant Agreement in order to successfully complete the activities under the Grant Agreement in a manner satisfactory to HUD, including, without limitation, exclusion or revision of affected activities, revision of the Choice Neighborhoods Budget as necessary, and substitution of other eligible activities;
 - h. require submission of additional documentation before any additional request for funds will be approved;
 - i. temporarily suspend the Grantee's authority to draw down Choice Neighborhoods Grant funds for affected activities, or at HUD's sole discretion for all activities, pending action to cure the defaults;
 - j. disallow use of Choice Neighborhoods Grant funds for all or part of the cost of the activity or action not in compliance;
 - k. recover amounts determined by HUD to have been improperly expended, including any property obtained by the Grantee with such grant funds;
 - l. require reimbursement by the Grantee for Choice Neighborhoods Grant funds determined by HUD to have been improperly expended;
 - m. make arrangements satisfactory to HUD, in its sole discretion, for use of an entity other than the Grantee to carry out activities assisted under the Grant Agreement, including requiring the Grantee to assign any outstanding contracts obligating grant funds to another entity.
5. Additional Enforcement Actions. If HUD determines that the remedial actions taken by HUD under paragraph (C)(4) of this Article have not been effective in curing the default, or if the Grantee has not complied with the requirements imposed by HUD under paragraph (C)(4) and has not otherwise cured the default, or if HUD exercises its discretion under subparagraph (C)(2) of this Article to institute any of the following actions, HUD may take any of the following remedial or enforcement actions (in addition to any of the remedies permitted under paragraph (C) of this Article upon written notice to the Grantee):
- a. reduce the Choice Neighborhoods Grant in the amount affected by the default;
 - b. terminate the Choice Neighborhoods Grant as to all further activities and initiate closeout procedures;
 - c. recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.

- i. If the basis for the Grantee's default is its failure to comply with the reasonable time periods established by HUD under Article III(D), HUD shall, in accordance with section 24(i) of the 1937 Act, and unless otherwise approved by HUD under paragraph (C)(3) of this Article, recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
 - ii. If the Grantee fails to comply with the reasonable time periods established in Article III(D), HUD may take into account whether factors beyond the Grantee's control are the cause of the delay.
 - d. take action against the Grantee under 24 CFR part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards; and
 - e. take any other available legal or equitable remedial action, including, but not limited to, any remedial actions available under a PHA's ACC and/or premised on HUD's interest in the housing development established in the relevant Declaration of Trust or Declaration of Restrictive Covenants or housing assistance contract, as applicable.
6. Delinquent Federal Debts. Consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a negotiated repayment schedule which is not delinquent or have made other arrangements satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90 days of notification of selection, HUD will not make an award of funds to the Grantee, but offer the award to the next eligible Grantee. Applicants selected for funding, or awarded funds, must report to HUD changes in status of current agreements covering federal debt. If a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed, the Grantee will be considered to be in default under this Agreement.

ARTICLE XV. Project Close-Out

- A. Termination of Disbursements Letter. Within 90 days after completion of all grant funded activities, the Grantee will initiate close-out, in accordance with procedures established by HUD, by submitting a Termination of Disbursements letter, which states that:
1. The Grantee has completed all activities to be performed using Choice Neighborhoods Implementation Grant funds.
 2. All requirements of the Grant Agreement have been met.
 3. All obligated Choice Neighborhoods grant funds have been disbursed; and
 4. The Grantee will abide by any continuing Federal requirements;

At HUD's option, the Grantee may delay initiation of close-out until the resolution of any HUD monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.

B. Preliminary Closeout Materials. The Grantee must submit the following Preliminary Close-Out Materials along with the Termination of Disbursements Letter:

1. Final Choice Neighborhoods Budget;
2. Actual Choice Neighborhoods Cost Certificate (Cost Certificate) (Form HUD-50163), which summarizes the information on the Financial Status Report and serves as the document that officially closes out the grant.
3. Program Income Plan. A Plan for the use of Program Income funds, which indicates the anticipated sources and uses of Program Income, must be submitted. Following close-out, Grantees must comply with the conditions of the Program Income Plan for a period of 15 years from the final approval date on the ACNCC. Funds from each source of Program Income must be tracked separately. Funds must be deposited in an interest-bearing account in an FDIC insured institution. During the 15-year period, no more than 10% of Program Income may be used for administrative purposes.
4. Supportive Services Sustainability Plan. Grantees must submit a Supportive Services Sustainability Plan, which discusses how supportive services for residents will be maintained after all Choice Neighborhoods funds have been expended. While HUD does not have a required format, see Attachment 2 for elements which should be addressed. Grantees who already have a HUD-approved Endowment Trust Plan do not need to submit a Supportive Services Sustainability Plan, unless additional information is requested by HUD.
5. Housing Plan and Schedule. Grantees must submit a brief narrative describing the status of their Housing Plan, including progress on the grantee's one-for-one unit or bedroom replacement requirement, as well as non-replacement units. The submission should include a chart which reflects the unit count and composition by phase.

C. HUD Review of Preliminary Close-Out Materials. HUD will review Preliminary Close-Out Materials to confirm that:

1. The amounts on the final Choice Neighborhoods Budget and Cost Certificate agree as to funds approved, obligated and expended.
2. The amount of funds approved and disbursed on the Cost Certificate agrees with HUD records in LOCCS.
3. If HUD disbursed more funds than the Grantee expended, the Grantee will immediately remit to HUD the excess funds, without waiting for completion of the final audit.
4. The Program Income Plan provides the requested information and complies with Program Income requirements of the Grant Agreement.

5. The Sustainability Plan provides the requested information and demonstrates a sound strategy for continuing to provide needed supportive services to residents.
 6. The Housing Plan and Schedule provides the requested information and demonstrates that the Grantee will be able to complete its housing obligations.
- D. Final Audit. Following HUD approval of the Preliminary Close-Out Materials, Grantees that are not for-profit entities must conduct a final audit of the Implementation Grant in accordance with the requirements of 2 CFR Part 200, Subpart F and forward the audit to HUD for approval. For-Profit Grantees must conduct a final audit of the Implementation Grant in accordance with 2 CFR 200.501(h) and forward the audit to HUD for approval.
- E. Cost Certificate. Upon receipt of the final audit, the designated HUD official will execute the Cost Certificate once HUD determines to its satisfaction that:
1. the expenditure of funds provided under this Grant Agreement was allowable and reasonable, as determined by the final audit;
 2. the activities to be completed using Choice Neighborhoods Grant funds were completed, as required by the Grant Agreement; and
 3. all Federal requirements were satisfied.
- F. Final Close-Out. Following execution of the Cost Certificate, any funds remaining in the Implementation Grant will be recaptured by HUD. A Post-Audit Date will be entered into LOCCS and the grant will be closed.
- G. Close-Out Procedures on the Choice Neighborhoods website. Grantees must follow the detailed Close-Out Procedures for the Choice Neighborhoods program, as posted to the Choice Neighborhoods website, including procedures for the Final Choice Neighborhoods Close-Out Approval.

ARTICLE XVI. Grant Award Date

The Grant Award Date is May 13, 2019. Except for Quarterly Reports, which are due according to the dates in Article XII, all deliverables in the Grant Agreement are based on the Grant Award Date.

ARTICLE XVII. Funding Obligation Date, Date of Funding Availability and Effective Date

The date of obligation of the funding to the Grantee under this Grant Agreement is the date HUD signed the form HUD-1044. The effective date of the Grant Agreement and date of fund

availability is the date that HUD signs the signature page of the Grant Agreement (See Article XIX).

ARTICLE XVIII. Points of Contact

Any correspondence related to this Grant Agreement should be directed to the following points of contact for HUD, the Lead Grantee, and any other Grantees:

For the U.S. Department of Housing and Urban Development:

Robert Mulderig
Acting Deputy Assistant Secretary, Office of Public Housing Investments
U.S. Department of Housing and Urban Development
451 7th Street, SW Room 4130
Washington, DC 20410

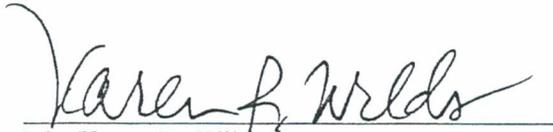
For the Lead Grantee:

Ms. Karen R. Wilds
Executive Director
Newport News Redevelopment and Housing Authority
P.O. Box 797
Newport News, VA 23607

For the Co- Grantee:

Ms. Cynthia D. Rohlf
City Manager
City of Newport News
2400 Washington Avenue
10th Floor, City Hall
Newport News, VA 23607

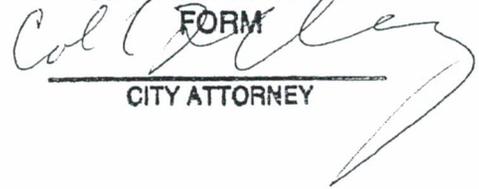
Article XIX. Signature Page



Ms. Karen R. Wilds
Executive Director
Newport News Redevelopment and Housing Authority



Ms. Cynthia D. Rohlf
City Manager
City of Newport News

APPROVED AS TO
FORM

CITY ATTORNEY



Dominique Blom
General Deputy Assistant Secretary
Office of Public and Indian Housing
U.S. Department of Housing and Urban Development

6/27/19
Date

Appendix A

Additional statutory, regulatory, and other requirements with which Grantee must comply as applicable include:

1. Fair Housing Certifications, as the same maybe amended from time to time, and any additional Fair Housing requirements that may become applicable:
 - A. the Fair Housing Act (42 U.S.C. §§ 3601-19) and regulations pursuant thereto 24 CFR part 100;
 - B. Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107);
 - C. the fair housing poster regulations (24 CFR part 110) and advertising guidelines (24 CFR part 108);
 - D. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and regulations pursuant thereto (24 CFR part 1) relating to nondiscrimination in housing;
 - E. the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 CFR part 146);
 - F. the prohibitions against discrimination on the basis of disability, including requirements that the Grantee make reasonable modifications and accommodations and make units accessible, under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 CFR part 8);
 - G. the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and its implementing regulation at 28 CFR part 36;
 - H. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 CFR part 40);
 - I. Accessible Technology. The Rehabilitation Act Amendments of 1998 apply to all electronic information technology (EIT) used by a Grantee for transmitting, receiving, using, or storing information to carry out the responsibilities of any Federal grant awarded. It includes, but is not limited to, computers (hardware, software, word processing, email and web pages) facsimile machines, copiers and telephones. When developing, procuring, maintaining or using EIT, grantees must ensure that the EIT allows:
 - (1) Employees with disabilities to have access to and use information and data that is comparable to the access and use of data by employees who do not have disabilities; and
 - (2) Members of the public with disabilities seeking information or service from a grantee must have access to and use of information and data and comparable to the access and use of data by members of the public who do not have disabilities. If these standards impose on a grantee, they may provide an alternative means to allow the individual to use the information and data. No grantee will be required to provide information services to a person with disabilities at any location other than the location at which the information services are generally provided.

2. Finance and Accounting

- A. **Commingling of Grant Funds.** The Grantee agrees that, in its recordkeeping, it will not commingle Choice Neighborhoods Grant funds with funds from any other sources including, but not limited to, other HUD program funds or funds from other Federal, State or local government agencies. (Such other funds may be used to carry out the Transformation Plan, so long as they are not commingled in the Grantee's recordkeeping.)
- B. **Duplication of Funding.** The Grantee will ensure that Choice Neighborhoods Grant funds are not used to duplicate work that is funded with any other HUD funds, funds from any other Federal program, or from any other funding source identified under the Transformation Plan, and will establish controls to assure non-duplication of funding.

3. Suspension and Debarment. Grantees must comply with 2 CFR 200.213.

4. Recordkeeping

- A. **Recordkeeping Authorities.** The Grantee will comply with and be subject to all Federal recordkeeping requirements, including, but not limited to 2 CFR 200.333.
- B. **Recordkeeping Requirements.** Grantees must retain records in accordance with the requirements of paragraph (A) above, including, but not limited to:
 - (1) the amount and disbursement of funds received under this Choice Neighborhoods Grant, including sufficient records that document the reasonableness and necessity of each expenditure;
 - (2) the amount and nature of any other assistance, including cash, services, or other items contributed to assist in the development of the Transformation Plan or contributed as a condition of receiving this Choice Neighborhoods Grant; and
 - (3) any other proceeds received for, or otherwise used in connection with, the Transformation Plan.
- C. **Access to Records.** For the purpose of audit, examination, monitoring, and evaluation, the Grantee will give HUD (including any duly authorized representatives and the Inspector General) access, and will ensure that any participating party will give HUD such access, to any books, documents, papers, and records of the Grantee, or such participating party, that are pertinent to assistance received under this Choice Neighborhoods Grant or under the Transformation Plan, including all records required to be kept by paragraph (B) above.

5. Reporting

- A. **Compliance with the Federal Funding Accountability and Transparency Act of 2006** (Pub. L. 109-282) (Transparency Act), as amended. Please refer to www.fsrcs.gov for complete information on requirements under the Transparency Act and OMB guidance.
- B. **Compliance with Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009** (Public Law 110-417), hereafter referred to as "Section 872." OMB is in the process of issuing regulations regarding federal agency implementation of section 872 requirements.

Tab R:

Documentation of Operating Budget and Utility Allowances



March 1, 2023

Sherif Ismail
Pennrose, LLC
575 S. Charles Street
Baltimore, MD 21201

VIA EMAIL

Re: Choice Neighborhoods V-Downtown
Estimated Utility Allowance Calculation

Mr. Ismail,

Innova Building Advisors, LLC ("Innova") is pleased to submit the attached estimated utility allowance calculation for each unit type for the above-referenced new construction project in Newport News, VA.

The following analysis was prepared in accordance with the Virginia Housing Development Authority (VHDA) Utility Allowance Options and Procedures using the U.S. Department of Housing and Urban Development Utility Schedule Model (HUSM).

The attached analysis is composed of four sections: (1) Executive Summary, including compliance statement regarding methodology and itemization of the documents used to construct the models; (2) HUD Utility Schedule Model Projected Family Allowances; (3) HUD Utility Schedule Model Inputs; and (4) Utility Rate Assumptions.

Please do not hesitate to contact the undersigned with any questions or concerns.

Thank you,

Adam Blackburn
Vice President and Principal
Innova Building Advisors, LLC

1. Executive Summary

Innova completed a HUD Utility Schedule Model (HUSM) based on our understanding that the building will be regulated by the Department of Housing and Urban Development (HUD) and receive project-based rental assistance. As such, the utility allowance projected by the model shall apply to all units.

The HUSM itemizes Projected Family Allowances for 0-5 Bedroom units. As the project consists of a mixture of one- to four-bedroom mid-rise, stacked-flat and townhouse units which will experience different utility rates and configurations, modeled results have been separated accordingly.

The modeled allowances are based on an all-electric building strategy where all units are provided with individual electric storage tank water heaters, individual ducted heat pumps for space conditioning and electric ranges. It is assumed that all utilities will be individually metered. It is further assumed that the building will contain one 3" central water meter and that dwelling units will be individually sub-metered. It is assumed that residents will not pay sewer fees. Common area energy consumption is not contemplated in the model. Residential rates are assumed.

The estimates are based on current utility rates obtained from Dominion Energy for electric service and Newport News Waterworks for domestic water and sewer. Such rates are described in Section 4, Utility Rate Assumptions.

Projected monthly utility costs are provided in the table on the following page for all units and are intended to serve as utility allowance estimates for use in establishing affordable housing development rents.

The utility costs summarized herein are based on the projected conditions and systems in the units following the proposed new construction project; accordingly, historical billing data is excluded from this report.

[this section intentionally left blank]

2. HUD Utility Schedule Model Projected Family Allowances

2.1. Consolidated Format Table

Utility	Type of Service (gas, elec., etc.)	To Be Paid by: Owner/Tenant		Monthly Allowance per Unit Size					
				0	1	2	3	4	5
Space Heating	Electric		x		\$ 18	\$ 20	\$ 21		
Cooking	Electric		x		\$ 5	\$ 7	\$ 9		
Other Electric (Plug loads/Lights)	Electric		x		\$ 19	\$ 26	\$ 33		
Air Conditioning	Electric		x		\$ 9	\$ 12	\$ 16		
Water Heating	Electric		x		\$ 12	\$ 15	\$ 18		
Domestic Water	Water		x		\$ 18	\$ 29	\$ 46		
Sewer	Sewer		x						
		Totals	0	0	\$ 80	\$ 110	\$ 144	0	0

2.2. HUSM Allowance Schedules



Office of Policy Development and Research (PD&R)
U.S. Department of Housing and Urban Development
Secretary Ben Carson



Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Locality		Green Discount	Unit Type					Date
ZIP23605 - Newport News, VA		LEED	Larger Apartment Building (5+ units)					03/02/2023
Utility/Service	Utility/Service	Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric Resistance	\$11	\$13	\$16	\$20	\$23	\$25	
	Electric Heat Pump	\$16	\$18	\$20	\$21	\$23	\$24	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	\$4	\$5	\$7	\$9	\$12	\$14	
	Other	n/a	n/a	n/a	n/a	n/a	n/a	
Other Electric		\$16	\$19	\$26	\$33	\$41	\$48	
Air Conditioning		\$8	\$9	\$12	\$16	\$19	\$23	
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	\$10	\$12	\$15	\$18	\$21	\$25	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Water		\$16	\$18	\$29	\$46	\$63	\$80	
Sewer		n/a	n/a	n/a	n/a	n/a	n/a	
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a	
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a	
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a	
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a	
Projected Family Allowances (To be used to compute specific family allowances)	Utility/Service			Cost/Month				
	Space Heating	Electric Heat Pump		\$18				
Family Name	Cooking	Electric		\$5				
	Other Electric	Electric		\$19				
	Air Conditioning	Electric		\$9				
Unit Address	Water Heating	Electric		\$12				
	Water	Tenant pays		\$18				
	Sewer	Not applicable		\$0				
	Trash Collection	Not applicable		\$0				
Number of Bedrooms	Range/Microwave	Tenant pays		\$0				
1	Refrigerator	Tenant pays		\$0				
	Other	Not applicable		\$0				
	Total			\$80				



Office of Policy Development and Research (PD&R)
U.S. Department of Housing and Urban Development
Secretary Ben Carson



Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Locality		Green Discount	Unit Type					Date
ZIP23605 - Newport News, VA		LEED	Larger Apartment Building (5+ units)					03/02/2023
Utility/Service	Utility/Service	Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric Resistance	\$11	\$13	\$16	\$20	\$23	\$25	
	Electric Heat Pump	\$16	\$18	\$20	\$21	\$23	\$24	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	\$4	\$5	\$7	\$9	\$12	\$14	
	Other	n/a	n/a	n/a	n/a	n/a	n/a	
Other Electric		\$16	\$19	\$26	\$33	\$41	\$48	
Air Conditioning		\$8	\$9	\$12	\$16	\$19	\$23	
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	\$10	\$12	\$15	\$18	\$21	\$25	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Water		\$16	\$18	\$29	\$46	\$63	\$80	
Sewer		n/a	n/a	n/a	n/a	n/a	n/a	
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a	
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a	
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a	
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a	
Projected Family Allowances (To be used to compute specific family allowances)	Utility/Service			Cost/Month				
	Space Heating	Electric Heat Pump		\$20				
Family Name	Cooking	Electric		\$7				
	Other Electric	Electric		\$26				
	Air Conditioning	Electric		\$12				
Unit Address	Water Heating	Electric		\$15				
	Water	Tenant pays		\$29				
	Sewer	Not applicable		\$0				
	Trash Collection	Not applicable		\$0				
Number of Bedrooms	Range/Microwave	Tenant pays		\$0				
2	Refrigerator	Tenant pays		\$0				
	Other	Not applicable		\$0				
	Total			\$110				



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U.S. Department of Housing and Urban Development
Secretary Ben Carson



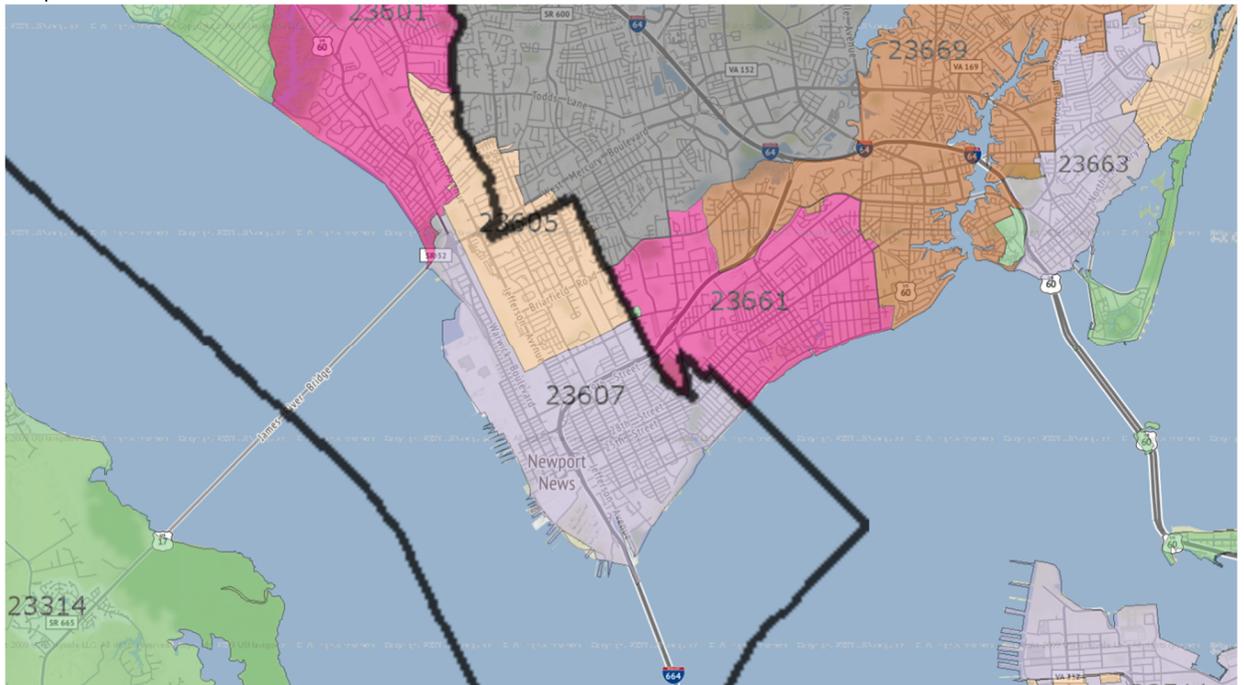
Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Locality		Green Discount	Unit Type					Date
ZIP23605 - Newport News, VA		LEED	Larger Apartment Building (5+ units)					03/02/2023
Utility/Service	Utility/Service	Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric Resistance	\$11	\$13	\$16	\$20	\$23	\$25	
	Electric Heat Pump	\$16	\$18	\$20	\$21	\$23	\$24	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	\$4	\$5	\$7	\$9	\$12	\$14	
	Other	n/a	n/a	n/a	n/a	n/a	n/a	
Other Electric		\$16	\$19	\$26	\$33	\$41	\$48	
Air Conditioning		\$8	\$9	\$12	\$16	\$19	\$23	
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	\$10	\$12	\$15	\$18	\$21	\$25	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Water		\$16	\$18	\$29	\$46	\$63	\$80	
Sewer		n/a	n/a	n/a	n/a	n/a	n/a	
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a	
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a	
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a	
Other – specify		n/a	n/a	n/a	n/a	n/a	n/a	
Projected Family Allowances (To be used to compute specific family allowances)	Utility/Service			Cost/Month				
	Space Heating	Electric Heat Pump		\$21				
Family Name	Cooking	Electric		\$9				
	Other Electric	Electric		\$33				
	Air Conditioning	Electric		\$16				
Unit Address	Water Heating	Electric		\$18				
	Water	Tenant pays		\$46				
	Sewer	Not applicable		\$0				
	Trash Collection	Not applicable		\$0				
Number of Bedrooms	Range/Microwave	Tenant pays		\$0				
3	Refrigerator	Tenant pays		\$0				
	Other	Not applicable		\$0				
	Total			\$144				

3. HUD Utility Schedule Model Inputs

3.1. The following pages are printouts from the HUSM online tool of the climate, building, unit, and utility data entered into the HUSM for each unit type. Note that zip code 23605 was input into the HUSM to provide the climate data set as it was the nearest available zip code to the site. See map below.



Climate Data (Degree Days) ✕

Newport News, VA

PHA Code: 23605

Typical Low Temp: 45

	HDD	CDD
Jan	710	0
Feb	574	0
Mar	423	4
Apr	171	46
May	39	147
Jun	2	363
Jul	0	491
Aug	0	443
Sep	6	272
Oct	112	58
Nov	314	11
Dec	608	1
Annual	2959	1836



This tool was last updated in 2016.

HUD Utility Schedule Model (HUSM)
U.S. Department of Housing and Urban Development
Allowances Model for Tenant-Furnished Utilities and Other Services
(Based on Form 52667)

Preview Allowance Schedule Projected Family Allowances

Location

Search for PHA or ZIP ?
Selected PHA or ZIP ZIP23605 - Newport News, VA
Form Date 03/02/2023
Climate Data (Degree Days) Show Details

Unit Information

Unit Type Larger Apartment Building (5+ Energy Savings Design
Bedrooms 1 Bedroom None
Electric Tariff Standard Energy Star Certification?
Include A/C Allowance Yes No LEED Certification ?
Significant Green Retrofit?

Search for a locality by entering part of the PHA name, city name or zip code * (e.g. "Atl" or "402"). Note that search results will be displayed after 3 or more characters have been entered.

* If a zip code is unavailable, choose the adjacent zip code.

Choose [Energy Star Certification](#), which represents 18% in energy savings, if the residence being estimated meets the Environmental Protection Agency (EPA) standard as an Energy Star property.

Choose [LEED Certification](#), a 25% energy reduction, if the property meets the LEED standards according to the [U.S. Green Building Council](#) (USGBC).

Choose [Significant Green Retrofit](#), signifying an 18% impact on energy efficiency, if the building has had an energy saving rehabilitation to any of the following systems in the last 5 years: 1.Heating 2. Cooling 3. Lighting 4. DHW systems 5. Appliances 6. Building envelope 7. Water measures 8. On-site generation.

Actual Allowance

Space Heating Electric Heat Pump Sewer Sewer Not applicable
Cooking Electric Trash Collection Not applicable
Other Electric Range/Microwave Range/Microwave Tenant pays
Air Conditioning Electric Refrigerator Refrigerator Tenant pays
Water Heating Electric Other Not applicable
Water Tenant pays

Standard Electric Utility Tariff

Utility Name Previous Current
Rate Name Rate Name
Effective Date Effective Date
First Month of Summer First Month of Summer January June Select January if rate is not seasonal
Last Month of Summer Last Month of Summer December September Select December if rate is not seasonal
Monthly Charge Monthly Charge 6.58 \$/month
Floor Floor Floor
Ceiling Ceiling Ceiling
Summer
Size of First Block Size of First Block remainder Size of First Block 800 kWh
Size of Second Block Size of Second Block remainder kWh
Size of Third Block Size of Third Block kWh
Size of Fourth Block Size of Fourth Block kWh
Cost of First Block Cost of First Block n/a Cost of First Block .137916 \$/kWh
Cost of Second Block Cost of Second Block .146977 \$/kWh
Cost of Third Block Cost of Third Block n/a \$/kWh
Cost of Fourth Block Cost of Fourth Block \$/kWh
Winter

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Size of First Block	Size of First Block remainder	Size of First Block 800	kWh
Size of Second Block	Size of Second Block	Size of Second Block remainder	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block .137916	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block .120782	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Second Block n/a	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Extra Charges	Extra Charges	Extra Charges	\$/kWh
Taxes	Extra Charges	Extra Charges	%

Special Electric Heating / All Electric Tariff

Use Electric Heat Tariff Yes No

Utility Name	Previous Utility Name	Current Utility Name	
Rate Name	Rate Name	Rate Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
First Month of Summer	First Month of Summer January	First Month of Summer January	Select January if rate is not seasonal
Last Month of Summer	Last Month of Summer December	Last Month of Summer December	Select December if rate is not seasonal
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/>	Floor	
Ceiling	Ceiling <input type="checkbox"/>	Ceiling	
Summer			
Size of First Block	Ceiling remainder	Ceiling remainder	kWh
Size of Second Block	Size of Second Block	Size of Second Block	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Winter			
Size of First Block	Size of First Block remainder	Size of First Block remainder	kWh
Size of Second Block	Size of Second Block	Size of Second Block	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Extra Charges	Extra Charges	Extra Charges	\$/kWh
Taxes	Taxes	Taxes	%

Standard Natural Gas Utility Tariff

Utility Name	Previous Utility Name	Current Utility Name	
Rate Name	Rate Name	Rate Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Measurement Units	Measurement Units Therms		
First Month of Summer	First Month of Summer January	First Month of Summer January	Select January if rate is not seasonal
Last Month of Summer	Last Month of Summer December	Last Month of Summer December	Select December if rate is not seasonal
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/>	Floor	
Ceiling	Ceiling <input type="checkbox"/>	Ceiling	
Summer			
Size of First Block	Size of First Block remainder	Size of First Block remainder	Therms
Size of Second Block	Size of Second Block	Size of Second Block	Therms
Size of Third Block	Size of Third Block	Size of Third Block	Therms
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Therms
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/Therm
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/Therm
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Therm
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Therm
Winter			
Size of First Block	Size of First Block remainder	Size of First Block remainder	Therms
Size of Second Block	Size of Second Block	Size of Second Block	Therms

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Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/>	Therms
Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/>	Therms
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a		\$/Therm
Cost of Second Block	<input type="text"/>	Cost of Second Block	<input type="text"/>	\$/Therm
Cost of Third Block	<input type="text"/>	Cost of Third Block	<input type="text"/>	\$/Therm
Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block	<input type="text"/>	\$/Therm
Extra Charges	Supplier Name	Supplier Name		\$/Therm
Taxes	Supplier Name	Supplier Name		%

Fuel Oil Delivery Contract

	Previous	Current	
Supplier Name	Supplier Name	Supplier Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/> Floor		
Ceiling	Ceiling <input type="checkbox"/> Ceiling		
Size of First Block	Size of First Block remainder	Size of First Block remainder	Gallons
Size of Second Block	Size of Third Block	Size of Third Block	Gallons
Size of Third Block	Size of Third Block	Size of Third Block	Gallons
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Gallons
Cost of First Block	Supplier Name n/a	Supplier Name n/a	\$/Gallon
Cost of Second Block	Supplier Name	Supplier Name	\$/Gallon
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Gallon
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Gallon
Extra Charges	Extra Charges	Extra Charges	\$/Gallon
Taxes	Taxes	Taxes	%

Liquified Petroleum Gas (Bottle Gas) Delivery Contract

	Previous	Current	
Supplier Name	Supplier Name	Supplier Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/> Floor		
Ceiling	Ceiling <input type="checkbox"/> Ceiling		
Size of First Block	Size of First Block remainder	Size of First Block remainder	lbs
Size of Second Block	Size of Second Block	Size of Second Block	lbs
Size of Third Block	Size of Third Block	Size of Third Block	lbs
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	lbs
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/lb
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/lb
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/lb
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/lb
Extra Charges	Extra Charges	Extra Charges	\$/lb
Taxes	Taxes	Taxes	%

Water Supply Tariff

	Previous	Current	
Supplier Name	Supplier Name	Supplier Name Newport News Water	
Effective Date	Effective Date MM/DD/YYYY	Effective Date 07/01/2022	
Measurement Units	Cubic Feet		
Monthly Charge	Monthly Charge	Monthly Charge 2.08	\$/month
Floor	Floor <input type="checkbox"/> Floor		
Ceiling	Ceiling <input type="checkbox"/> Ceiling		
Size of First Block	Size of First Block remainder	Size of First Block 200	Cubic Feet
Size of Second Block	Size of Second Block	Size of Second Block 2500	Cubic Feet
Size of Third Block	Size of Third Block	Size of Third Block remainder	Cubic Feet
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Cubic Feet
Cost of First Block	Cost of First Block n/a	Cost of First Block .03210	\$/Cubic Foot
Cost of Second Block	Cost of Second Block	Cost of Second Block .03690	\$/Cubic Foot
Cost of Third Block	Cost of Third Block	Cost of Third Block .07380	\$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block n/a	\$/Cubic Foot
Extra Charges	Extra Charges	Extra Charges	\$/Cubic Foot
Taxes	Taxes	Taxes	%

Sewer Tariff 191 of 275

	Previous	Current	
Sewer Service Name	Sewer Service Name	Sewer Service Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Measurement Units	Cubic Feet		
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/>		
Ceiling	Ceiling <input type="checkbox"/>		
Size of First Block	Size of First Block remainder	Size of First Block remainder	Cubic Feet
Size of Second Block	Size of Second Block	Size of Second Block	Cubic Feet
Size of Third Block	Size of Third Block	Size of Third Block	Cubic Feet
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Cubic Feet
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/Cubic Foot
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/Cubic Foot
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Cubic Foot
Extra Charges	Extra Charges	Extra Charges	\$/Cubic Foot
Taxes	Taxes	Taxes	%

Trash Collection Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	1 Bedroom	1 Bedroom
2 Bedroom	2 Bedroom	2 Bedroom
3 Bedroom	3 Bedroom	3 Bedroom
4 Bedroom	4 Bedroom	4 Bedroom
5 Bedroom	5 Bedroom	5 Bedroom

Range/Microwave Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	Studio	Studio
2 Bedroom	Studio	Studio
3 Bedroom	Studio	Studio
4 Bedroom	Studio	Studio
5 Bedroom	Studio	Studio

Refrigerator Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	1 Bedroom	1 Bedroom
2 Bedroom	2 Bedroom	2 Bedroom
3 Bedroom	3 Bedroom	3 Bedroom
4 Bedroom	4 Bedroom	4 Bedroom
5 Bedroom	5 Bedroom	5 Bedroom

Other Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	1 Bedroom	1 Bedroom
2 Bedroom	2 Bedroom	2 Bedroom
3 Bedroom	3 Bedroom	3 Bedroom
4 Bedroom	4 Bedroom	4 Bedroom
5 Bedroom	5 Bedroom	5 Bedroom

23605



This tool was last updated in 2016.

HUD Utility Schedule Model (HUSM)
U.S. Department of Housing and Urban Development
Allowances Model for Tenant-Furnished Utilities and Other Services
(Based on Form 52667)

Preview Allowance Schedule Projected Family Allowances

Location

Search for PHA or ZIP ?

Selected PHA or ZIP

Form Date

Climate Data (Degree Days)

Unit Information

Unit Type Energy Savings Design

Bedrooms None

Electric Tariff Energy Star Certification?

Include A/C Allowance Yes No LEED Certification ?

Significant Green Retrofit?

Search for a locality by entering part of the PHA name, city name or zip code* (e.g. "Atl" or "402"). Note that search results will be displayed after 3 or more characters have been entered.

* If a zip code is unavailable, choose the adjacent zip code.

Choose [Energy Star Certification](#), which represents 18% in energy savings, if the residence being estimated meets the Environmental Protection Agency (EPA) standard as an Energy Star property.

Choose [LEED Certification](#), a 25% energy reduction, if the property meets the LEED standards according to the [U.S. Green Building Council](#) (USGBC).

Choose Significant Green Retrofit, signifying an 18% impact on energy efficiency, if the building has had an energy saving rehabilitation to any of the following systems in the last 5 years: 1.Heating 2. Cooling 3. Lighting 4. DHW systems 5. Appliances 6. Building envelope 7. Water measures 8. On-site generation.

Actual Allowance

Space Heating	<input type="text" value="Electric Heat Pump"/>	<input type="text" value="Sewer"/>	<input type="text" value="Sewer Not applicable"/>
Cooking	<input type="text" value="Electric"/>	<input type="text" value="Trash Collection"/>	<input type="text" value="Not applicable"/>
Other Electric	<input type="text" value="Electric"/>	<input type="text" value="Range/Microwave"/>	<input type="text" value="Range/Microwave Tenant pays"/>
Air Conditioning	<input type="text" value="Electric"/>	<input type="text" value="Refrigerator"/>	<input type="text" value="Refrigerator Tenant pays"/>
Water Heating	<input type="text" value="Electric"/>	<input type="text" value="Other"/>	<input type="text" value="Not applicable"/>
Water	<input type="text" value="Tenant pays"/>		

Standard Electric Utility Tariff

Utility Name	Previous <input type="text"/>	Current <input type="text" value="Utility Name Dominion Energy"/>
Rate Name	Rate Name <input type="text"/>	Rate Name <input type="text" value="Schedule 1 Residential"/>
Effective Date	Effective Date <input type="text"/>	Effective Date <input type="text" value="03/01/2023"/>
First Month of Summer	First Month of Summer <input type="text" value="January"/>	First Month of Summer <input type="text" value="June"/> <small>Select January if rate is not seasonal</small>
Last Month of Summer	Last Month of Summer <input type="text" value="December"/>	Last Month of Summer <input type="text" value="September"/> <small>Select December if rate is not seasonal</small>
Monthly Charge	Monthly Charge <input type="text"/>	Monthly Charge <input type="text" value="6.58"/> \$/month
Floor	Floor <input type="checkbox"/> Floor <input type="text"/>	
Ceiling	Ceiling <input type="checkbox"/> Ceiling <input type="text"/>	
Summer		
Size of First Block	Size of First Block remainder <input type="text"/>	Size of First Block <input type="text" value="800"/> kWh
Size of Second Block	Size of Second Block <input type="text"/>	Size of Second Block remainder <input type="text"/> kWh
Size of Third Block	Size of Third Block <input type="text"/>	Size of Third Block <input type="text"/> kWh
Size of Fourth Block	Size of Fourth Block <input type="text"/>	Size of Fourth Block <input type="text"/> kWh
Cost of First Block	Cost of First Block <input type="text" value="n/a"/>	Cost of First Block <input type="text" value=".137916"/> \$/kWh
Cost of Second Block	Cost of Second Block <input type="text"/>	Cost of Second Block <input type="text" value=".146977"/> \$/kWh
Cost of Third Block	Cost of Third Block <input type="text"/>	Cost of Third Block <input type="text" value="n/a"/> \$/kWh
Cost of Fourth Block	Cost of Fourth Block <input type="text"/>	Cost of Fourth Block <input type="text"/> \$/kWh
Winter		

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Size of First Block	Size of First Block remainder	Size of First Block 800	kWh
Size of Second Block	Size of Second Block	Size of Second Block remainder	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block .137916	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block .120782	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Second Block n/a	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Extra Charges	Extra Charges	Extra Charges	\$/kWh
Taxes	Extra Charges	Extra Charges	%

Special Electric Heating / All Electric Tariff

Use Electric Heat Tariff Yes No

Utility Name	Previous Utility Name	Current Utility Name	
Rate Name	Rate Name	Rate Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
First Month of Summer	First Month of Summer January	First Month of Summer January	Select January if rate is not seasonal
Last Month of Summer	Last Month of Summer December	Last Month of Summer December	Select December if rate is not seasonal
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/>	Floor	
Ceiling	Ceiling <input type="checkbox"/>	Ceiling	
Summer			
Size of First Block	Ceiling remainder	Ceiling remainder	kWh
Size of Second Block	Size of Second Block	Size of Second Block	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Winter			
Size of First Block	Size of First Block remainder	Size of First Block remainder	kWh
Size of Second Block	Size of Second Block	Size of Second Block	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Extra Charges	Extra Charges	Extra Charges	\$/kWh
Taxes	Taxes	Taxes	%

Standard Natural Gas Utility Tariff

Utility Name	Previous Utility Name	Current Utility Name	
Rate Name	Rate Name	Rate Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Measurement Units	Measurement Units Therms		
First Month of Summer	First Month of Summer January	First Month of Summer January	Select January if rate is not seasonal
Last Month of Summer	Last Month of Summer December	Last Month of Summer December	Select December if rate is not seasonal
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/>	Floor	
Ceiling	Ceiling <input type="checkbox"/>	Ceiling	
Summer			
Size of First Block	Size of First Block remainder	Size of First Block remainder	Therms
Size of Second Block	Size of Second Block	Size of Second Block	Therms
Size of Third Block	Size of Third Block	Size of Third Block	Therms
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Therms
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/Therm
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/Therm
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Therm
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Therm
Winter			
Size of First Block	Size of First Block remainder	Size of First Block remainder	Therms
Size of Second Block	Size of Second Block	Size of Second Block	Therms

Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/>	Therms
Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/>	Therms
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a		\$/Therm
Cost of Second Block	<input type="text"/>	Cost of Second Block	<input type="text"/>	\$/Therm
Cost of Third Block	<input type="text"/>	Cost of Third Block	<input type="text"/>	\$/Therm
Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block	<input type="text"/>	\$/Therm
Extra Charges	Supplier Name	Supplier Name		\$/Therm
Taxes	Supplier Name	Supplier Name		%

Fuel Oil Delivery Contract

	Previous		Current	
Supplier Name	Supplier Name	<input type="text"/>	Supplier Name	<input type="text"/>
Effective Date	Effective Date MM/DD/YYYY	<input type="text"/>	Effective Date MM/DD/YYYY	<input type="text"/>
Monthly Charge	Monthly Charge	<input type="text"/>	Monthly Charge	<input type="text"/> \$/month
Floor	Floor <input type="checkbox"/>	Floor <input type="text"/>		
Ceiling	Ceiling <input type="checkbox"/>	Ceiling <input type="text"/>		
Size of First Block	Size of First Block remainder	<input type="text"/>	Size of First Block remainder	<input type="text"/> Gallons
Size of Second Block	Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/> Gallons
Size of Third Block	Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/> Gallons
Size of Fourth Block	Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/> Gallons
Cost of First Block	Supplier Name n/a	<input type="text"/>	Supplier Name n/a	<input type="text"/> \$/Gallon
Cost of Second Block	Supplier Name	<input type="text"/>	Supplier Name	<input type="text"/> \$/Gallon
Cost of Third Block	Cost of Third Block	<input type="text"/>	Cost of Third Block	<input type="text"/> \$/Gallon
Cost of Fourth Block	Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block	<input type="text"/> \$/Gallon
Extra Charges	Extra Charges	<input type="text"/>	Extra Charges	<input type="text"/> \$/Gallon
Taxes	Taxes	<input type="text"/>	Taxes	<input type="text"/> %

Liquified Petroleum Gas (Bottle Gas) Delivery Contract

	Previous		Current	
Supplier Name	Supplier Name	<input type="text"/>	Supplier Name	<input type="text"/>
Effective Date	Effective Date MM/DD/YYYY	<input type="text"/>	Effective Date MM/DD/YYYY	<input type="text"/>
Monthly Charge	Monthly Charge	<input type="text"/>	Monthly Charge	<input type="text"/> \$/month
Floor	Floor <input type="checkbox"/>	Floor <input type="text"/>		
Ceiling	Ceiling <input type="checkbox"/>	Ceiling <input type="text"/>		
Size of First Block	Size of First Block remainder	<input type="text"/>	Size of First Block remainder	<input type="text"/> lbs
Size of Second Block	Size of Second Block	<input type="text"/>	Size of Second Block	<input type="text"/> lbs
Size of Third Block	Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/> lbs
Size of Fourth Block	Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/> lbs
Cost of First Block	Cost of First Block n/a	<input type="text"/>	Cost of First Block n/a	<input type="text"/> \$/lb
Cost of Second Block	Cost of Second Block	<input type="text"/>	Cost of Second Block	<input type="text"/> \$/lb
Cost of Third Block	Cost of Third Block	<input type="text"/>	Cost of Third Block	<input type="text"/> \$/lb
Cost of Fourth Block	Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block	<input type="text"/> \$/lb
Extra Charges	Extra Charges	<input type="text"/>	Extra Charges	<input type="text"/> \$/lb
Taxes	Taxes	<input type="text"/>	Taxes	<input type="text"/> %

Water Supply Tariff

	Previous		Current	
Supplier Name	Supplier Name	<input type="text"/>	Supplier Name	Newport News Water
Effective Date	Effective Date MM/DD/YYYY	<input type="text"/>	Effective Date	07/01/2022
Measurement Units	Cubic Feet	▼		
Monthly Charge	Monthly Charge	<input type="text"/>	Monthly Charge	2.08 \$/month
Floor	Floor <input type="checkbox"/>	Floor <input type="text"/>		
Ceiling	Ceiling <input type="checkbox"/>	Ceiling <input type="text"/>		
Size of First Block	Size of First Block remainder	<input type="text"/>	Size of First Block	200 Cubic Feet
Size of Second Block	Size of Second Block	<input type="text"/>	Size of Second Block	2500 Cubic Feet
Size of Third Block	Size of Third Block	<input type="text"/>	Size of Third Block remainder	Cubic Feet
Size of Fourth Block	Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/> Cubic Feet
Cost of First Block	Cost of First Block n/a	<input type="text"/>	Cost of First Block	.03210 \$/Cubic Foot
Cost of Second Block	Cost of Second Block	<input type="text"/>	Cost of Second Block	.03690 \$/Cubic Foot
Cost of Third Block	Cost of Third Block	<input type="text"/>	Cost of Third Block	.07380 \$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block n/a	\$/Cubic Foot
Extra Charges	Extra Charges	<input type="text"/>	Extra Charges	\$/Cubic Foot
Taxes	Taxes	<input type="text"/>	Taxes	%

Sewer Tariff 195 of 275

	Previous	Current	
Sewer Service Name	Sewer Service Name	Sewer Service Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Measurement Units	Cubic Feet		
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/>		
Ceiling	Ceiling <input type="checkbox"/>		
Size of First Block	Size of First Block remainder	Size of First Block remainder	Cubic Feet
Size of Second Block	Size of Second Block	Size of Second Block	Cubic Feet
Size of Third Block	Size of Third Block	Size of Third Block	Cubic Feet
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Cubic Feet
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/Cubic Foot
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/Cubic Foot
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Cubic Foot
Extra Charges	Extra Charges	Extra Charges	\$/Cubic Foot
Taxes	Taxes	Taxes	%

Trash Collection Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	1 Bedroom	1 Bedroom
2 Bedroom	2 Bedroom	2 Bedroom
3 Bedroom	3 Bedroom	3 Bedroom
4 Bedroom	4 Bedroom	4 Bedroom
5 Bedroom	5 Bedroom	5 Bedroom

Range/Microwave Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	Studio	Studio
2 Bedroom	Studio	Studio
3 Bedroom	Studio	Studio
4 Bedroom	Studio	Studio
5 Bedroom	Studio	Studio

Refrigerator Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	1 Bedroom	1 Bedroom
2 Bedroom	2 Bedroom	2 Bedroom
3 Bedroom	3 Bedroom	3 Bedroom
4 Bedroom	4 Bedroom	4 Bedroom
5 Bedroom	5 Bedroom	5 Bedroom

Other Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	1 Bedroom	1 Bedroom
2 Bedroom	2 Bedroom	2 Bedroom
3 Bedroom	3 Bedroom	3 Bedroom
4 Bedroom	4 Bedroom	4 Bedroom
5 Bedroom	5 Bedroom	5 Bedroom

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Size of First Block 197 of 275

Size of First Block	Size of First Block remainder	Size of First Block 800	kWh
Size of Second Block	Size of Second Block	Size of Second Block remainder	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block .137916	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block .120782	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Second Block n/a	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Extra Charges	Extra Charges	Extra Charges	\$/kWh
Taxes	Extra Charges	Extra Charges	%

Special Electric Heating / All Electric Tariff

Use Electric Heat Tariff

Yes No

Utility Name	Previous Utility Name	Current Utility Name	
Rate Name	Rate Name	Rate Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
First Month of Summer	First Month of Summer January	First Month of Summer January	Select January if rate is not seasonal
Last Month of Summer	Last Month of Summer December	Last Month of Summer December	Select December if rate is not seasonal
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/>	Floor	
Ceiling	Ceiling <input type="checkbox"/>	Ceiling	
Summer			
Size of First Block	Ceiling remainder	Ceiling remainder	kWh
Size of Second Block	Size of Second Block	Size of Second Block	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Winter			
Size of First Block	Size of First Block remainder	Size of First Block remainder	kWh
Size of Second Block	Size of Second Block	Size of Second Block	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Extra Charges	Extra Charges	Extra Charges	\$/kWh
Taxes	Taxes	Taxes	%

Standard Natural Gas Utility Tariff

Utility Name	Previous Utility Name	Current Utility Name	
Rate Name	Rate Name	Rate Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Measurement Units	Measurement Units Therms		
First Month of Summer	First Month of Summer January	First Month of Summer January	Select January if rate is not seasonal
Last Month of Summer	Last Month of Summer December	Last Month of Summer December	Select December if rate is not seasonal
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/>	Floor	
Ceiling	Ceiling <input type="checkbox"/>	Ceiling	
Summer			
Size of First Block	Size of First Block remainder	Size of First Block remainder	Therms
Size of Second Block	Size of Second Block	Size of Second Block	Therms
Size of Third Block	Size of Third Block	Size of Third Block	Therms
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Therms
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/Therm
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/Therm
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Therm
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Therm
Winter			
Size of First Block	Size of First Block remainder	Size of First Block remainder	Therms
Size of Second Block	Size of Second Block	Size of Second Block	Therms

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Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/>	Therms
Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/>	Therms
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a		\$/Therm
Cost of Second Block	<input type="text"/>	Cost of Second Block	<input type="text"/>	\$/Therm
Cost of Third Block	<input type="text"/>	Cost of Third Block	<input type="text"/>	\$/Therm
Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block	<input type="text"/>	\$/Therm
Extra Charges	Supplier Name	Supplier Name		\$/Therm
Taxes	Supplier Name	Supplier Name		%

Fuel Oil Delivery Contract

	Previous		Current	
Supplier Name	Supplier Name	<input type="text"/>	Supplier Name	<input type="text"/>
Effective Date	Effective Date MM/DD/YYYY	<input type="text"/>	Effective Date MM/DD/YYYY	<input type="text"/>
Monthly Charge	Monthly Charge	<input type="text"/>	Monthly Charge	<input type="text"/> \$/month
Floor	Floor <input type="checkbox"/>	Floor <input type="text"/>		
Ceiling	Ceiling <input type="checkbox"/>	Ceiling <input type="text"/>		
Size of First Block	Size of First Block remainder	<input type="text"/>	Size of First Block remainder	<input type="text"/> Gallons
Size of Second Block	Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/> Gallons
Size of Third Block	Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/> Gallons
Size of Fourth Block	Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/> Gallons
Cost of First Block	Supplier Name n/a	<input type="text"/>	Supplier Name n/a	<input type="text"/> \$/Gallon
Cost of Second Block	Supplier Name	<input type="text"/>	Supplier Name	<input type="text"/> \$/Gallon
Cost of Third Block	Cost of Third Block	<input type="text"/>	Cost of Third Block	<input type="text"/> \$/Gallon
Cost of Fourth Block	Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block	<input type="text"/> \$/Gallon
Extra Charges	Extra Charges	<input type="text"/>	Extra Charges	<input type="text"/> \$/Gallon
Taxes	Taxes	<input type="text"/>	Taxes	<input type="text"/> %

Liquified Petroleum Gas (Bottle Gas) Delivery Contract

	Previous		Current	
Supplier Name	Supplier Name	<input type="text"/>	Supplier Name	<input type="text"/>
Effective Date	Effective Date MM/DD/YYYY	<input type="text"/>	Effective Date MM/DD/YYYY	<input type="text"/>
Monthly Charge	Monthly Charge	<input type="text"/>	Monthly Charge	<input type="text"/> \$/month
Floor	Floor <input type="checkbox"/>	Floor <input type="text"/>		
Ceiling	Ceiling <input type="checkbox"/>	Ceiling <input type="text"/>		
Size of First Block	Size of First Block remainder	<input type="text"/>	Size of First Block remainder	<input type="text"/> lbs
Size of Second Block	Size of Second Block	<input type="text"/>	Size of Second Block	<input type="text"/> lbs
Size of Third Block	Size of Third Block	<input type="text"/>	Size of Third Block	<input type="text"/> lbs
Size of Fourth Block	Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/> lbs
Cost of First Block	Cost of First Block n/a	<input type="text"/>	Cost of First Block n/a	<input type="text"/> \$/lb
Cost of Second Block	Cost of Second Block	<input type="text"/>	Cost of Second Block	<input type="text"/> \$/lb
Cost of Third Block	Cost of Third Block	<input type="text"/>	Cost of Third Block	<input type="text"/> \$/lb
Cost of Fourth Block	Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block	<input type="text"/> \$/lb
Extra Charges	Extra Charges	<input type="text"/>	Extra Charges	<input type="text"/> \$/lb
Taxes	Taxes	<input type="text"/>	Taxes	<input type="text"/> %

Water Supply Tariff

	Previous		Current	
Supplier Name	Supplier Name	<input type="text"/>	Supplier Name	Newport News Water
Effective Date	Effective Date MM/DD/YYYY	<input type="text"/>	Effective Date	07/01/2022
Measurement Units	Cubic Feet	<input type="text"/>		
Monthly Charge	Monthly Charge	<input type="text"/>	Monthly Charge	2.08 \$/month
Floor	Floor <input type="checkbox"/>	Floor <input type="text"/>		
Ceiling	Ceiling <input type="checkbox"/>	Ceiling <input type="text"/>		
Size of First Block	Size of First Block remainder	<input type="text"/>	Size of First Block	200 Cubic Feet
Size of Second Block	Size of Second Block	<input type="text"/>	Size of Second Block	2500 Cubic Feet
Size of Third Block	Size of Third Block	<input type="text"/>	Size of Third Block remainder	Cubic Feet
Size of Fourth Block	Size of Fourth Block	<input type="text"/>	Size of Fourth Block	<input type="text"/> Cubic Feet
Cost of First Block	Cost of First Block n/a	<input type="text"/>	Cost of First Block	.03210 \$/Cubic Foot
Cost of Second Block	Cost of Second Block	<input type="text"/>	Cost of Second Block	.03690 \$/Cubic Foot
Cost of Third Block	Cost of Third Block	<input type="text"/>	Cost of Third Block	.07380 \$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block	<input type="text"/>	Cost of Fourth Block n/a	\$/Cubic Foot
Extra Charges	Extra Charges	<input type="text"/>	Extra Charges	\$/Cubic Foot
Taxes	Taxes	<input type="text"/>	Taxes	%

Sewer Tariff 199 of 275

	Previous	Current	
Sewer Service Name	Sewer Service Name	Sewer Service Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Measurement Units	Cubic Feet		
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/>		
Ceiling	Ceiling <input type="checkbox"/>		
Size of First Block	Size of First Block remainder	Size of First Block remainder	Cubic Feet
Size of Second Block	Size of Second Block	Size of Second Block	Cubic Feet
Size of Third Block	Size of Third Block	Size of Third Block	Cubic Feet
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Cubic Feet
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/Cubic Foot
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/Cubic Foot
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Cubic Foot
Extra Charges	Extra Charges	Extra Charges	\$/Cubic Foot
Taxes	Taxes	Taxes	%

Trash Collection Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	1 Bedroom	1 Bedroom
2 Bedroom	2 Bedroom	2 Bedroom
3 Bedroom	3 Bedroom	3 Bedroom
4 Bedroom	4 Bedroom	4 Bedroom
5 Bedroom	5 Bedroom	5 Bedroom

Range/Microwave Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	Studio	Studio
2 Bedroom	Studio	Studio
3 Bedroom	Studio	Studio
4 Bedroom	Studio	Studio
5 Bedroom	Studio	Studio

Refrigerator Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	1 Bedroom	1 Bedroom
2 Bedroom	2 Bedroom	2 Bedroom
3 Bedroom	3 Bedroom	3 Bedroom
4 Bedroom	4 Bedroom	4 Bedroom
5 Bedroom	5 Bedroom	5 Bedroom

Other Fees

	Previous	Current
Studio	Studio	Studio
1 Bedroom	1 Bedroom	1 Bedroom
2 Bedroom	2 Bedroom	2 Bedroom
3 Bedroom	3 Bedroom	3 Bedroom
4 Bedroom	4 Bedroom	4 Bedroom
5 Bedroom	5 Bedroom	5 Bedroom

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4. Utility Rate Assumptions

4.1. Rate Determination Matrix:

Electric Tariff - All Unit Types							
Company	Rate	Type	Cost First 800	Cost First 800	Cost Over 800	Cost Over 800	Unit
			kWh	kWh	kWh	kWh	
			June-Sept	Oct-May	June-Sept	Oct-May	
Dominion	Distribution kWh Charge	Schedule 1 Residential	\$ 0.021086	\$ 0.021086	\$ 0.011943	\$ 0.011943	per kWh
	Generation kWh Charge	Schedule 1 Residential	\$ 0.034933	\$ 0.034933	\$ 0.053137	\$ 0.026942	per kWh
	Transmission kWh Charge	Schedule 1 Residential	\$ 0.009700	\$ 0.009700	\$ 0.009700	\$ 0.009700	per kWh
	Rider A	Schedule 1 Residential	\$ 0.035379	\$ 0.035379	\$ 0.035379	\$ 0.035379	per kWh
	Rider B	Schedule 1 Residential	\$ 0.000297	\$ 0.000297	\$ 0.000297	\$ 0.000297	per kWh
	Rider BW	Schedule 1 Residential	\$ 0.002798	\$ 0.002798	\$ 0.002798	\$ 0.002798	per kWh
	Rider C1A	Schedule 1 Residential	\$ 0.000041	\$ 0.000041	\$ 0.000041	\$ 0.000041	per kWh
	Rider C2A	Schedule 1 Residential	\$ (0.000062)	\$ (0.000062)	\$ (0.000062)	\$ (0.000062)	per kWh
	Rider C3A	Schedule 1 Residential	\$ (0.000404)	\$ (0.000404)	\$ (0.000404)	\$ (0.000404)	per kWh
	Rider C4A	Schedule 1 Residential	\$ 0.002024	\$ 0.002024	\$ 0.002024	\$ 0.002024	per kWh
	Rider CCR	Schedule 1 Residential	\$ 0.002955	\$ 0.002955	\$ 0.002955	\$ 0.002955	per kWh
	Rider CE	Schedule 1 Residential	\$ 0.001316	\$ 0.001316	\$ 0.001316	\$ 0.001316	per kWh
	Rider E	Schedule 1 Residential	\$ 0.001953	\$ 0.001953	\$ 0.001953	\$ 0.001953	per kWh
	Rider GT	Schedule 1 Residential	\$ 0.001160	\$ 0.001160	\$ 0.001160	\$ 0.001160	per kWh
	Rider GV	Schedule 1 Residential	\$ 0.002749	\$ 0.002749	\$ 0.002749	\$ 0.002749	per kWh
	Rider OSW	Schedule 1 Residential	\$ 0.001448	\$ 0.001448	\$ 0.001448	\$ 0.001448	per kWh
	Rider PIPP	Schedule 1 Residential	\$ 0.000027	\$ 0.000027	\$ 0.000027	\$ 0.000027	per kWh
	Rider PPA	Schedule 1 Residential	\$ (0.000072)	\$ (0.000072)	\$ (0.000072)	\$ (0.000072)	per kWh
	Rider R	Schedule 1 Residential	\$ 0.001142	\$ 0.001142	\$ 0.001142	\$ 0.001142	per kWh
	Rider RBB	Schedule 1 Residential	\$ 0.000167	\$ 0.000167	\$ 0.000167	\$ 0.000167	per kWh
	Rider RGGI	Schedule 1 Residential	\$ -	\$ -	\$ -	\$ -	per kWh
	Rider RPS	Schedule 1 Residential	\$ 0.001810	\$ 0.001810	\$ 0.001810	\$ 0.001810	per kWh
	Rider S	Schedule 1 Residential	\$ 0.003702	\$ 0.003702	\$ 0.003702	\$ 0.003702	per kWh
	Rider SNA	Schedule 1 Residential	\$ 0.002067	\$ 0.002067	\$ 0.002067	\$ 0.002067	per kWh
	Rider T1	Schedule 1 Residential	\$ 0.003208	\$ 0.003208	\$ 0.003208	\$ 0.003208	per kWh
	Rider U	Schedule 1 Residential	\$ 0.002502	\$ 0.002502	\$ 0.002502	\$ 0.002502	per kWh
	Rider US-2	Schedule 1 Residential	\$ 0.000219	\$ 0.000219	\$ 0.000219	\$ 0.000219	per kWh
	Rider US-3	Schedule 1 Residential	\$ 0.000959	\$ 0.000959	\$ 0.000959	\$ 0.000959	per kWh
	Rider US-4	Schedule 1 Residential	\$ 0.000299	\$ 0.000299	\$ 0.000299	\$ 0.000299	per kWh
	Rider W	Schedule 1 Residential	\$ 0.002338	\$ 0.002338	\$ 0.002338	\$ 0.002338	per kWh
	Sales & Use Surcharge	Schedule 1 Residential	\$ 0.000610	\$ 0.000610	\$ 0.000610	\$ 0.000610	per kWh
	Consumption Tax (Total Ra	Schedule 1 Residential	\$ 0.001565	\$ 0.001565	\$ 0.001565	\$ 0.001565	per kWh
		Total	\$ 0.137916	\$ 0.137916	\$ 0.146977	\$ 0.120782	per kWh
	Fixed Customer Charge	Schedule 1 Residential	\$ 6.58	\$ 6.58	\$ 6.58	\$ 6.58	Monthly
	Effective Date	3/1/2023					

4.2. The rates above were obtained from the most recently published tariffs of the respective utility companies, available for download here:

- Dominion Energy:
<https://www.dominionenergy.com/home-and-small-business/rates-and-regulation/residential-rates>
- Newport News Water Works:
<https://www.nngov.com/325/Rates-Fees>

[end of document]



March 16, 2023

Sherif Ismail
Pennrose, LLC
575 S. Charles Street
Baltimore, MD 21201

VIA EMAIL

Re: *Design Stage HERS Rating Report*
CN V-Downtown
Newport News, VA

Mr. Ismail:

This report is provided to document the design assumptions required to achieve EPA Zero Energy Ready Home (ZERH) certification for the dwelling units contained in the above-referenced project. Certification under EPA ENERGY STAR for Multifamily New Construction, v. 1.1 ("MFNC") and EPA Indoor airPLUS ("IAP") is a prerequisite for certification under ZERH; accordingly, this letter also documents the assumptions required to achieve MFNC and IAP. Projected ratings were generated using REM-RATE v. 16.3.4 energy modeling software.

The following assumptions and ratings are based on a progress set of drawings, prepared by Wallace, Roberts & Todd, LLC (the "Architect"), dated March 14, 2023.

1. General

- 1.1. The project consists of a 4-story mid-rise apartment building containing (72) units. The Project must be certified under the DOE Zero Energy Ready Homes program ("ZERH"), under which EPA ENERGY STAR for Multifamily New Construction, v. 1.1. ("MFNC") and EPA Indoor AirPLUS ("IAP") certifications are prerequisites.
 - 1.1.1. Each individual unit must receive an ENERGY STAR label. In addition, MFNC imposes certain prescriptive requirements for common area systems, including HVAC efficiency, insulation and windows. Please note that the project will follow RESNET Sampling Protocols for energy modeling (HERS Ratings) as well as inspections and testing. Under the RESNET Sampling Protocol, not every unit is modeled or tested for compliance, but provision is made to ensure compliance of all units.
- 1.2. The Project will be certified under MFNC following the ERI Path. This will require that RESNET-approved energy modeling methods be completed for all (72) units, subject to the RESNET Sampling Protocols noted above. The modeling software used for the HERS ratings referenced herein is REM-RATE v. 16.3.4.
- 1.3. The General Contractor or Developer will be required to sign an ENERGY STAR Partnership Agreement AND complete the online Builder Orientation. To complete this process, please visit this [link: https://www.energystar.gov/partner_resources/join_energy_star/new_home_construction.](https://www.energystar.gov/partner_resources/join_energy_star/new_home_construction)
Pennrose, LLC is listed a current ENERGY STAR Partner.
 - 1.3.1. The HVAC contractor must hold valid credentialing from an H-QUITO.

-
- 2. Design Assumptions:** the following design assumptions were made in performing the ZERH compliance review. Recommendations for construction details and specification are also provided below. All units modeled for this report were determined to be the “worst-case” of each type, according to location within the building and orientation.
- 2.1. Weather: climate normalized for Norfolk, VA (IECC Climate Zone 4).
 - 2.2. Enclosure:
 - 2.2.1. Slab insulation: R-10 rigid insulation for full height of slab edge; R-10 rigid insulation extending horizontally 24” from inside face of foundation wall or extending 24” vertically (downward) at inside face of foundation wall; installed per RESNET Grade I guidelines;
 - 2.2.2. Above-grade wall insulation: ZIP standard sheathing, R-21 high density fiberglass batt insulation in wall cavities; installed per RESNET Grade I guidelines;
 - 2.2.3. Rim joists and roof cavity walls: ZIP standard sheathing, R-21 closed cell spray foam at truss pockets and between framing; installed per RESNET Grade I guidelines;
 - 2.2.4. Attic/Roof insulation:
 - 2.2.4.1. Midrise: 6” open cell foam, applied to underside of roof deck (R-20); min. 5” polyisocyanurate rigid insulation installed above the roof deck (R-30); installed per RESNET Grade I guidelines (at the roof deck, this means all seams overlapped horizontally and vertically);
 - 2.2.5. Windows: double-glazed vinyl, low-e, argon-filled, U-0.28, SHGC-0.22.
 - 2.3. Mechanical Systems:
 - 2.3.1. Heating and cooling: individual air source heat pumps, specified as follows:
 - 2.3.1.1. All one-bedroom units: ductless, 7,000 BTUh, 20.0 SEER, 10.3 HSPF (BOD Fujitsu ARU7RLF); 2 air handlers and one outside unit.
 - 2.3.1.2. Two- and three-bedroom units: 18,000 BTUh, 16 SEER, 9.0 HSPF (BOD: Goodman).
 - 2.4. Domestic hot water heating:
 - 2.4.1. Individual 40-gallon electric hot water tank heaters, 0.95 EF, for one, two and three/four bedroom units, respectively;
 - 2.4.2. Distribution: PEX manifold with home runs to each fixture.
 - 2.4.3. Under ZERH requirements, hot water delivery systems in single family homes and distributed (individual water heater) systems in multifamily buildings shall meet efficiency requirements found in Section 3.3 of the EPA WaterSense Single-Family New Home Specification along with the following added provisions and allowances:
 - 2.4.3.1. To minimize water wasted while waiting for hot water, the hot water distribution system shall store no more than 0.5 gallons (1.9 liters) of water in any piping/manifold between the hot water source and any hot water fixture. In the case of on-demand recirculation systems, the 0.5 gallon (1.9 liter) storage limit shall be measured from the point where the branch feeding the fixture branches off the recirculation loop, to the fixture itself.
 - 2.4.3.2. No more than 0.6 gallons (2.3 liters) of water shall be collected from the hot water fixture before hot water is delivered.
 - 2.4.3.3. Hot water piping insulated to R-3 between water heater and manifold.
 - 2.4.4. Prohibit plumbing in exterior walls.
 - 2.4.5. WaterSense labeled fixtures at all faucets and showerheads (\leq 2.0 GPM) and toilets (\leq 1.28 GPF).
 - 2.5. Duct leakage:
 - 2.5.1. Total leakage: 8.0 CFM25 per 100 sf of conditioned area.
-

- 2.5.2. All ductwork must be sealed at vertical and horizontal seams with mastic. Special attention must be paid to sealing locations at the flex connection at the supply plenum, penetrations in the air handling cabinet, and where supply and return duct boots meet drywall (these seams must be sealed with caulk). All returns must be ducted (exception: ductless systems in efficiencies); stacked units have (2) returns.
- 2.6. Infiltration (blower door test): 0.30 CFM50 per square foot of enclosure area.
- 2.6.1. See item 2.1. below regarding ZIP system sheathing. Rigorous air sealing of structural elements must be observed, including sill and top plates **at both exterior and demising walls**, rough openings for doors and windows; mechanical, plumbing and electrical penetrations; and at the top and bottom of shaftwalls.
- 2.7. Ventilation: ENERGY STAR-qualified bathroom exhaust fans, in operation 24/7 at ASHRAE 62.2 minimum rate; ducted outside air to return side of air handler at 2- and 3-bedroom units;
- 2.8. Appliances:
- 2.8.1. Refrigerator: ENERGY STAR-certified, 19 cu ft, 605 kWh/yr;
- 2.8.2. Range/oven: electric (conventional);
- 2.8.3. Range hood: recirculating
- 2.8.4. Dishwasher: ENERGY STAR-certified, 270 kWh/yr
- 2.8.5. Clothes dryer: electric
- 2.8.6. Clothes washer: ENERGY STAR-certified, 123 kWh/yr
- 2.9. Lighting: 100% LED; must meet ENERGY STAR Advanced Lighting Package requirements, including Dark Sky requirements for exterior lighting.
- 2.10. ZERH Design Requirements: per the Consolidated Renewable Energy-Ready Home checklist (RERH), the project design must include these elements:
- 2.10.1. Designate a proposed array location and square footage on architectural diagram;
- 2.10.2. Identify orientation (Azimuth) of proposed array location;
- 2.10.3. Provide code-compliant documentation of the maximum allowable dead load and live load ratings of the existing roof; recommended allowable dead load rating can support an additional 6 lbs/sq. ft. for future solar system;
- 2.10.4. Provide architectural drawing and riser diagram of RERH solar PV system components;
- 2.10.5. ZERH Construction Requirements: per the RERH checklist, the PV portions of the checklist are not required as a solar PV system is included. Additional prerequisites that must be satisfied are:
- 2.10.5.1. ENERGY STAR certification
- 2.10.5.2. EPA Indoor AirPLUS certification
- 2.11. All ENERGY STAR checklists enforced and collected by the Rater, including:
- 2.11.1. HVAC Design Report (must be submitted prior to design review);
- 2.11.2. Rater Design Review and Field Checklists;
- 2.11.3. HVAC Functional Testing Checklist;
- 2.11.4. Builder Water Management System Requirements.
- 2.11.4.1. ENERGY STAR requirements include the installation of pan flashing in window rough openings.

Please do not hesitate to contact the undersigned with any questions or concerns.

Sincerely,

Adam Blackburn
Vice President and Principal
Innova Building Advisors, LLC

Att.:

- Table 1, Design Stage HERS Ratings (worst-case units)
- ZERH and MFNC Verification Summaries, various units
- HERS Rater Certificate, A. Blackburn

Table 1: Design Stage HERS Ratings

Unit	Target HERS Index	Projected HERS Index
Midrise, Type 2B, Unit 103	66	59
Midrise, Type 1B, Unit 217	62	52
Midrise, Type 2B, Unit 203	64	57
Midrise, Type 3B, Unit 206	66	56

DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Energy Performance	
House Type	DOE Zero Energy Ready Home Builder Partner ID#
Apartment, inside unit	903
Year built	Square footage of Conditioned Space including Basement
2024	992.0
Number of Bedrooms	Square footage of Conditioned Space without Basement
2	992.0
Site address (if not available, list the site Lot #)	Registered Builder
2815 Washington Ave. 203	
Newport News	Certified Rater
VA, 23607	Adam Blackburn
HERS Index without On-site Generation	Date of Rating
57	2023-03-16
HERS Index with On-site Generation	Rating Software
57	REM/Rate - v16.3.4
HERS Index of the Target Home using size adjustment factor	Estimated annual energy costs(\$)
60	563
Estimated annual energy use	Estimated annual energy savings
Electric: 6290 kWh	Electric: 3335 kWh
Energy cost rates	Estimated annual emissions reductions
Electric: 0.08 \$/kWh	CO2: 1.7 tons / SO2: 9.3 lbs / NOx: 3.1 lbs

DOE Zero Energy Ready Home Certification

As the certified Rater for this house, I certify this house meets/complies with all mandatory requirements of the DOE Zero Energy Ready home guidelines, including the following:

X	Compliance with all ENERGY STAR Qualified Homes Version 1.1 Multifamily requirements and checklists
X	Compliance with Mandatory Fenestration Requirements
X	Compliance with Mandatory Insulation Requirements
X	Compliance with Mandatory Duct Location Requirements
X	Compliance with Mandatory Appliance Requirements
X	Compliance with Mandatory Lighting Requirements
X	Compliance with Mandatory Fan Efficiency Requirements
X	Compliance with Mandatory EPA Indoor airPLUS
X	Compliance with Mandatory Water Efficiency Requirements
X	Compliance with Mandatory Renewable Energy Ready Solar Electric Requirements
	This home was qualified via sampling in lieu of testing, in accordance with allowable sampling provisions as stated in the DOE Zero Energy Ready Home National Program Requirements

*Certification under the DOE Zero Energy Ready Home permits limited exceptions to full compliance with Indoor airPLUS. Builders seeking the Indoor airPLUS label must achieve full compliance with the Indoor airPLUS Verification Checklist.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Optional Compliance for Builder Recognition

I further certify that the following also apply to this house:

YES	NO	DONT KNOW	Optional Home Builder Commitments for Recognition
	X		Certified under the EPA WaterSense for New Homes Program
	X		Certified under the IBHS Fortified for Safer Living Program
	X		Followed the DOE Zero Energy Ready Home Quality Management Guidelines
	X		The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year

ENERGY STAR v1.1 MF Home Verification Summary

Property Pennrose, LLC 2815 Washington Ave. 203 Newport News, VA 23607	Organization Innova Building Advisors, LLC (215) 446-9945 Adam Blackburn	HERS Projected Rating 2023-03-16 Rating No:CNVD203 Rater ID:9608274
Weather:Norfolk, VA Choice Neighborhoods V-Downtown CN V-Downtown_203_2B.blg	Builder	

Projected Rating: Based on Plans - Field Confirmation Required.

Building Information

Conditioned Area (sq ft)	992	ENERGY STAR HERS Index Target	64
Conditioned Volume (cubic ft)	10118	HERS Index w/o PV	57
Insulated Shell Area (sq ft)	3429	HERS Index	57
Number of Bedrooms	2		
Housing Type	Apartment, inside unit		
Foundation Type	Apt above enclosed space		

HERS Index w/o PV <= ES HERS Index Target to comply.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Building Shell

Ceiling w/Attic	None	Window Type	VPI Endurance U28S22
Sealed Attic	None	Window	U-Value: 0.280, SHGC: 0.220
Vaulted Ceiling	None	Window/Wall Ratio	0.19
Above Grade Walls	R-21 U=0.058	Infiltration Type	Blower door
Found. Walls(Cond)	None	Infiltration	0.29 CFM50/sf sh
Found. Walls(Uncond)	None	Duct Leakage to Outside	79.00 CFM @ 25 Pascals
Floors	None	Total Duct Leakage	79.00 CFM @ 25 Pascals
Slab Floors	None		

Mechanical Systems

ASHP	Htg: 35.1 kBtuh, 9.0 HSPF. Clg: 18.0 kBtuh, 16.0 SEER.
Water Heating	Conventional, Elec, 0.95 EF.
Programmable Thermostat	Heat=Yes; Cool=Yes
Ventilation System	Exhaust Only: 50 cfm, 6.5 watts.

Lights and Appliances

Refrigerator (kWh/yr)	605.00	Clothes Dryer Fuel	Electric	Interior LED Lighting (%)	100.00
Dishwasher Energy Factor	0.46	Clothes Dryer CEF	3.73	Ceiling Fan (cfm/Watt)	0.00
Range/Oven Fuel	Electric	Clothes Washer LER	400.00		
		Clothes Washer Capacity	3.00		

Note: Where feature level varies in home, the dominant value is shown.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Energy Performance	
House Type	DOE Zero Energy Ready Home Builder Partner ID#
Apartment, end unit	903
Year built	Square footage of Conditioned Space including Basement
2024	1390.0
Number of Bedrooms	Square footage of Conditioned Space without Basement
3	1390.0
Site address (if not available, list the site Lot #)	Registered Builder
2815 Washington Ave. 206	
Newport News	Certified Rater
VA, 23607	Adam Blackburn
HERS Index without On-site Generation	Date of Rating
56	2023-03-16
HERS Index with On-site Generation	Rating Software
56	REM/Rate - v16.3.4
HERS Index of the Target Home using size adjustment factor	Estimated annual energy costs(\$)
59	691
Estimated annual energy use	Estimated annual energy savings
Electric: 7891 kWh	Electric: 4587 kWh
Energy cost rates	Estimated annual emissions reductions
Electric: 0.08 \$/kWh	CO2: 2.3 tons / SO2: 12.9 lbs / NOx: 4.2 lbs

DOE Zero Energy Ready Home Certification

As the certified Rater for this house, I certify this house meets/complies with all mandatory requirements of the DOE Zero Energy Ready home guidelines, including the following:

X	Compliance with all ENERGY STAR Qualified Homes Version 1.1 Multifamily requirements and checklists
X	Compliance with Mandatory Fenestration Requirements
X	Compliance with Mandatory Insulation Requirements
X	Compliance with Mandatory Duct Location Requirements
X	Compliance with Mandatory Appliance Requirements
X	Compliance with Mandatory Lighting Requirements
X	Compliance with Mandatory Fan Efficiency Requirements
X	Compliance with Mandatory EPA Indoor airPLUS
X	Compliance with Mandatory Water Efficiency Requirements
X	Compliance with Mandatory Renewable Energy Ready Solar Electric Requirements
	This home was qualified via sampling in lieu of testing, in accordance with allowable sampling provisions as stated in the DOE Zero Energy Ready Home National Program Requirements

*Certification under the DOE Zero Energy Ready Home permits limited exceptions to full compliance with Indoor airPLUS. Builders seeking the Indoor airPLUS label must achieve full compliance with the Indoor airPLUS Verification Checklist.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Optional Compliance for Builder Recognition

I further certify that the following also apply to this house:

YES	NO	DONT KNOW	Optional Home Builder Commitments for Recognition
	X		Certified under the EPA WaterSense for New Homes Program
	X		Certified under the IBHS Fortified for Safer Living Program
	X		Followed the DOE Zero Energy Ready Home Quality Management Guidelines
	X		The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year

ENERGY STAR v1.1 MF Home Verification Summary

Property Pennrose, LLC 2815 Washington Ave. 206 Newport News, VA 23607	Organization Innova Building Advisors, LLC (215) 446-9945 Adam Blackburn	HERS Projected Rating 2023-03-16 Rating No:CNVD206 Rater ID:9608274
Weather:Norfolk, VA Choice Neighborhoods V-Downtown CN V-Downtown_206_3B.blg	Builder	

Projected Rating: Based on Plans - Field Confirmation Required.

Building Information		Rating	
Conditioned Area (sq ft)	1390	ENERGY STAR HERS Index Target	66
Conditioned Volume (cubic ft)	14178	HERS Index w/o PV	56
Insulated Shell Area (sq ft)	4451	HERS Index	56
Number of Bedrooms	3		
Housing Type	Apartment, end unit		
Foundation Type	Apt above enclosed space		
HERS Index w/o PV <= ES HERS Index Target to comply.			



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Building Shell

Ceiling w/Attic	None	Window Type	VPI Endurance U28S22
Sealed Attic	None	Window	U-Value: 0.280, SHGC: 0.220
Vaulted Ceiling	None	Window/Wall Ratio	0.18
Above Grade Walls	R-21 U=0.058	Infiltration Type	Blower door
Found. Walls(Cond)	None	Infiltration	0.29 CFM50/sf sh
Found. Walls(Uncond)	None	Duct Leakage to Outside	111.00 CFM @ 25 Pascals
Floors	None	Total Duct Leakage	111.00 CFM @ 25 Pascals
Slab Floors	None		

Mechanical Systems

ASHP	Htg: 35.1 kBtuh, 9.0 HSPF. Clg: 18.0 kBtuh, 16.0 SEER.
Water Heating	Conventional, Elec, 0.95 EF.
Programmable Thermostat	Heat=Yes; Cool=Yes
Ventilation System	Exhaust Only: 60 cfm, 7.8 watts.

Lights and Appliances

Refrigerator (kWh/yr)	605.00	Clothes Dryer Fuel	Electric	Interior LED Lighting (%)	100.00
Dishwasher Energy Factor	0.46	Clothes Dryer CEF	3.73	Ceiling Fan (cfm/Watt)	0.00
Range/Oven Fuel	Electric	Clothes Washer LER	400.00		
		Clothes Washer Capacity	3.00		

Note: Where feature level varies in home, the dominant value is shown.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Energy Performance	
House Type	DOE Zero Energy Ready Home Builder Partner ID#
Apartment, inside unit	903
Year built	Square footage of Conditioned Space including Basement
2024	687.0
Number of Bedrooms	Square footage of Conditioned Space without Basement
1	687.0
Site address (if not available, list the site Lot #)	Registered Builder
2815 Washington Ave. 217	
Newport News	Certified Rater
VA, 23607	Adam Blackburn
HERS Index without On-site Generation	Date of Rating
52	2023-03-16
HERS Index with On-site Generation	Rating Software
52	REM/Rate - v16.3.4
HERS Index of the Target Home using size adjustment factor	Estimated annual energy costs(\$)
55	431
Estimated annual energy use	Estimated annual energy savings
Electric: 4642 kWh	Electric: 2922 kWh
Energy cost rates	Estimated annual emissions reductions
Electric: 0.08 \$/kWh	CO2: 1.5 tons / SO2: 8.2 lbs / NOx: 2.7 lbs

DOE Zero Energy Ready Home Certification

As the certified Rater for this house, I certify this house meets/complies with all mandatory requirements of the DOE Zero Energy Ready home guidelines, including the following:

X	Compliance with all ENERGY STAR Qualified Homes Version 1.1 Multifamily requirements and checklists
X	Compliance with Mandatory Fenestration Requirements
X	Compliance with Mandatory Insulation Requirements
X	Compliance with Mandatory Duct Location Requirements
X	Compliance with Mandatory Appliance Requirements
X	Compliance with Mandatory Lighting Requirements
X	Compliance with Mandatory Fan Efficiency Requirements
X	Compliance with Mandatory EPA Indoor airPLUS
X	Compliance with Mandatory Water Efficiency Requirements
X	Compliance with Mandatory Renewable Energy Ready Solar Electric Requirements
	This home was qualified via sampling in lieu of testing, in accordance with allowable sampling provisions as stated in the DOE Zero Energy Ready Home National Program Requirements

*Certification under the DOE Zero Energy Ready Home permits limited exceptions to full compliance with Indoor airPLUS. Builders seeking the Indoor airPLUS label must achieve full compliance with the Indoor airPLUS Verification Checklist.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Optional Compliance for Builder Recognition

I further certify that the following also apply to this house:

YES	NO	DONT KNOW	Optional Home Builder Commitments for Recognition
	X		Certified under the EPA WaterSense for New Homes Program
	X		Certified under the IBHS Fortified for Safer Living Program
	X		Followed the DOE Zero Energy Ready Home Quality Management Guidelines
	X		The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year

ENERGY STAR v1.1 MF Home Verification Summary

Property Pennrose, LLC 2815 Washington Ave. 217 Newport News, VA 23607	Organization Innova Building Advisors, LLC (215) 446-9945 Adam Blackburn	HERS Projected Rating 2023-03-16 Rating No:CNVD217 Rater ID:9608274
Weather:Norfolk, VA Choice Neighborhoods V-Downtown CN V-Downtown_217_1B.blg	Builder	

Projected Rating: Based on Plans - Field Confirmation Required.

Building Information

Conditioned Area (sq ft)	687	ENERGY STAR HERS Index Target	62
Conditioned Volume (cubic ft)	7007	HERS Index w/o PV	52
Insulated Shell Area (sq ft)	2511	HERS Index	52
Number of Bedrooms	1		
Housing Type	Apartment, inside unit		
Foundation Type	Apt above enclosed space		

HERS Index w/o PV <= ES HERS Index Target to comply.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Building Shell

Ceiling w/Attic	None	Window Type	VPI Endurance U28S22
Sealed Attic	None	Window	U-Value: 0.280, SHGC: 0.220
Vaulted Ceiling	None	Window/Wall Ratio	0.19
Above Grade Walls	R-21 U=0.058	Infiltration Type	Blower door
Found. Walls(Cond)	None	Infiltration	0.29 CFM50/sf sh
Found. Walls(Uncond)	None	Duct Leakage to Outside	NA
Floors	None	Total Duct Leakage	NA
Slab Floors	None		

Mechanical Systems

ASHP	Htg: 16.3 kBtuh, 10.3 HSPF. Clg: 17.6 kBtuh, 20.0 SEER.
Water Heating	Conventional, Elec, 0.95 EF.
Programmable Thermostat	Heat=Yes; Cool=Yes
Ventilation System	Exhaust Only: 30 cfm, 3.8 watts.

Lights and Appliances

Refrigerator (kWh/yr)	605.00	Clothes Dryer Fuel	Electric	Interior LED Lighting (%)	100.00
Dishwasher Energy Factor	0.46	Clothes Dryer CEF	3.73	Ceiling Fan (cfm/Watt)	0.00
Range/Oven Fuel	Electric	Clothes Washer LER	400.00		
		Clothes Washer Capacity	3.00		

Note: Where feature level varies in home, the dominant value is shown.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Energy Performance	
House Type	DOE Zero Energy Ready Home Builder Partner ID#
Apartment, inside unit	903
Year built	Square footage of Conditioned Space including Basement
2024	992.0
Number of Bedrooms	Square footage of Conditioned Space without Basement
2	992.0
Site address (if not available, list the site Lot #)	Registered Builder
2815 Washington Ave. 103	
Newport News	Certified Rater
VA, 23607	Adam Blackburn
HERS Index without On-site Generation	Date of Rating
59	2023-03-16
HERS Index with On-site Generation	Rating Software
59	REM/Rate - v16.3.4
HERS Index of the Target Home using size adjustment factor	Estimated annual energy costs(\$)
61	558
Estimated annual energy use	Estimated annual energy savings
Electric: 6224 kWh	Electric: 3050 kWh
Energy cost rates	Estimated annual emissions reductions
Electric: 0.08 \$/kWh	CO2: 1.5 tons / SO2: 8.5 lbs / NOx: 2.8 lbs

DOE Zero Energy Ready Home Certification

As the certified Rater for this house, I certify this house meets/complies with all mandatory requirements of the DOE Zero Energy Ready home guidelines, including the following:

X	Compliance with all ENERGY STAR Qualified Homes Version 1.1 Multifamily requirements and checklists
X	Compliance with Mandatory Fenestration Requirements
X	Compliance with Mandatory Insulation Requirements
X	Compliance with Mandatory Duct Location Requirements
X	Compliance with Mandatory Appliance Requirements
X	Compliance with Mandatory Lighting Requirements
X	Compliance with Mandatory Fan Efficiency Requirements
X	Compliance with Mandatory EPA Indoor airPLUS
X	Compliance with Mandatory Water Efficiency Requirements
X	Compliance with Mandatory Renewable Energy Ready Solar Electric Requirements
	This home was qualified via sampling in lieu of testing, in accordance with allowable sampling provisions as stated in the DOE Zero Energy Ready Home National Program Requirements

*Certification under the DOE Zero Energy Ready Home permits limited exceptions to full compliance with Indoor airPLUS. Builders seeking the Indoor airPLUS label must achieve full compliance with the Indoor airPLUS Verification Checklist.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Optional Compliance for Builder Recognition

I further certify that the following also apply to this house:

YES	NO	DONT KNOW	Optional Home Builder Commitments for Recognition
	X		Certified under the EPA WaterSense for New Homes Program
	X		Certified under the IBHS Fortified for Safer Living Program
	X		Followed the DOE Zero Energy Ready Home Quality Management Guidelines
	X		The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year

ENERGY STAR v1.1 MF Home Verification Summary

Property Pennrose, LLC 2815 Washington Ave. 103 Newport News, VA 23607	Organization Innova Building Advisors, LLC (215) 446-9945 Adam Blackburn	HERS Projected Rating 2023-03-16 Rating No:XXX0000 Rater ID:9608274
Weather:Norfolk, VA Choice Neighborhoods V-Downtown CN V-Downtown_103_2B.blg	Builder	

Projected Rating: Based on Plans - Field Confirmation Required.

Building Information

Conditioned Area (sq ft)	992	ENERGY STAR HERS Index Target	66
Conditioned Volume (cubic ft)	10118	HERS Index w/o PV	59
Insulated Shell Area (sq ft)	3429	HERS Index	59
Number of Bedrooms	2		
Housing Type	Apartment, inside unit		
Foundation Type	Slab		

HERS Index w/o PV <= ES HERS Index Target to comply.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Building Shell

Ceiling w/Attic	None	Window Type	VPI Endurance U28S22
Sealed Attic	None	Window	U-Value: 0.280, SHGC: 0.220
Vaulted Ceiling	None	Window/Wall Ratio	0.19
Above Grade Walls	R-21 U=0.058	Infiltration Type	Blower door
Found. Walls(Cond)	None	Infiltration	0.29 CFM50/sf sh
Found. Walls(Uncond)	None	Duct Leakage to Outside	79.00 CFM @ 25 Pascals
Floors	None	Total Duct Leakage	79.00 CFM @ 25 Pascals
Slab Floors	R-10 peri R-10 under U=0.046		

Mechanical Systems

ASHP	Htg: 35.1 kBtuh, 9.0 HSPF. Clg: 18.0 kBtuh, 16.0 SEER.
Water Heating	Conventional, Elec, 0.95 EF.
Programmable Thermostat	Heat=Yes; Cool=Yes
Ventilation System	Exhaust Only: 50 cfm, 6.5 watts.

Lights and Appliances

Refrigerator (kWh/yr)	605.00	Clothes Dryer Fuel	Electric	Interior LED Lighting (%)	100.00
Dishwasher Energy Factor	0.46	Clothes Dryer CEF	3.73	Ceiling Fan (cfm/Watt)	0.00
Range/Oven Fuel	Electric	Clothes Washer LER	400.00		
		Clothes Washer Capacity	3.00		

Note: Where feature level varies in home, the dominant value is shown.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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Performance Systems Development

Awards this Certificate to

Adam Blackburn

As a HERS rater, certified to perform Home Energy Ratings in accordance with the national standards administered through Residential Energy Services Network

Rater Number: **9608274**

Certification Expires: **04/03/2025**

May 13, 2022

Cindy Zeis, Manager, Provider Services

Date



**PERFORMANCE
SYSTEMS
DEVELOPMENT**



RESNET Accredited Providers



DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Energy Performance	
House Type	DOE Zero Energy Ready Home Builder Partner ID#
Apartment, inside unit	903
Year built	Square footage of Conditioned Space including Basement
2024	992.0
Number of Bedrooms	Square footage of Conditioned Space without Basement
2	992.0
Site address (if not available, list the site Lot #)	Registered Builder
2815 Washington Ave. 203	
Newport News	Certified Rater
VA, 23607	Adam Blackburn
HERS Index without On-site Generation	Date of Rating
57	2023-03-16
HERS Index with On-site Generation	Rating Software
57	REM/Rate - v16.3.4
HERS Index of the Target Home using size adjustment factor	Estimated annual energy costs(\$)
60	563
Estimated annual energy use	Estimated annual energy savings
Electric: 6290 kWh	Electric: 3335 kWh
Energy cost rates	Estimated annual emissions reductions
Electric: 0.08 \$/kWh	CO2: 1.7 tons / SO2: 9.3 lbs / NOx: 3.1 lbs

DOE Zero Energy Ready Home Certification

As the certified Rater for this house, I certify this house meets/complies with all mandatory requirements of the DOE Zero Energy Ready home guidelines, including the following:

X	Compliance with all ENERGY STAR Qualified Homes Version 1.1 Multifamily requirements and checklists
X	Compliance with Mandatory Fenestration Requirements
X	Compliance with Mandatory Insulation Requirements
X	Compliance with Mandatory Duct Location Requirements
X	Compliance with Mandatory Appliance Requirements
X	Compliance with Mandatory Lighting Requirements
X	Compliance with Mandatory Fan Efficiency Requirements
X	Compliance with Mandatory EPA Indoor airPLUS
X	Compliance with Mandatory Water Efficiency Requirements
X	Compliance with Mandatory Renewable Energy Ready Solar Electric Requirements
	This home was qualified via sampling in lieu of testing, in accordance with allowable sampling provisions as stated in the DOE Zero Energy Ready Home National Program Requirements

*Certification under the DOE Zero Energy Ready Home permits limited exceptions to full compliance with Indoor airPLUS. Builders seeking the Indoor airPLUS label must achieve full compliance with the Indoor airPLUS Verification Checklist.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Optional Compliance for Builder Recognition

I further certify that the following also apply to this house:

YES	NO	DONT KNOW	Optional Home Builder Commitments for Recognition
	X		Certified under the EPA WaterSense for New Homes Program
	X		Certified under the IBHS Fortified for Safer Living Program
	X		Followed the DOE Zero Energy Ready Home Quality Management Guidelines
	X		The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year

ENERGY STAR v1.1 MF Home Verification Summary

Property Pennrose, LLC 2815 Washington Ave. 203 Newport News, VA 23607	Organization Innova Building Advisors, LLC (215) 446-9945 Adam Blackburn	HERS Projected Rating 2023-03-16 Rating No:CNVD203 Rater ID:9608274
Weather:Norfolk, VA Choice Neighborhoods V-Downtown CN V-Downtown_203_2B.blg	Builder	

Projected Rating: Based on Plans - Field Confirmation Required.

Building Information

Conditioned Area (sq ft)	992	ENERGY STAR HERS Index Target	64
Conditioned Volume (cubic ft)	10118	HERS Index w/o PV	57
Insulated Shell Area (sq ft)	3429	HERS Index	57
Number of Bedrooms	2		
Housing Type	Apartment, inside unit		
Foundation Type	Apt above enclosed space		
	HERS Index w/o PV <= ES HERS Index Target to comply.		



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Building Shell

Ceiling w/Attic	None	Window Type	VPI Endurance U28S22
Sealed Attic	None	Window	U-Value: 0.280, SHGC: 0.220
Vaulted Ceiling	None	Window/Wall Ratio	0.19
Above Grade Walls	R-21 U=0.058	Infiltration Type	Blower door
Found. Walls(Cond)	None	Infiltration	0.29 CFM50/sf sh
Found. Walls(Uncond)	None	Duct Leakage to Outside	79.00 CFM @ 25 Pascals
Floors	None	Total Duct Leakage	79.00 CFM @ 25 Pascals
Slab Floors	None		

Mechanical Systems

ASHP	Htg: 35.1 kBtuh, 9.0 HSPF. Clg: 18.0 kBtuh, 16.0 SEER.
Water Heating	Conventional, Elec, 0.95 EF.
Programmable Thermostat	Heat=Yes; Cool=Yes
Ventilation System	Exhaust Only: 50 cfm, 6.5 watts.

Lights and Appliances

Refrigerator (kWh/yr)	605.00	Clothes Dryer Fuel	Electric	Interior LED Lighting (%)	100.00
Dishwasher Energy Factor	0.46	Clothes Dryer CEF	3.73	Ceiling Fan (cfm/Watt)	0.00
Range/Oven Fuel	Electric	Clothes Washer LER	400.00		
		Clothes Washer Capacity	3.00		

Note: Where feature level varies in home, the dominant value is shown.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Energy Performance	
House Type	DOE Zero Energy Ready Home Builder Partner ID#
Apartment, end unit	903
Year built	Square footage of Conditioned Space including Basement
2024	1390.0
Number of Bedrooms	Square footage of Conditioned Space without Basement
3	1390.0
Site address (if not available, list the site Lot #)	Registered Builder
2815 Washington Ave. 206	
Newport News	Certified Rater
VA, 23607	Adam Blackburn
HERS Index without On-site Generation	Date of Rating
56	2023-03-16
HERS Index with On-site Generation	Rating Software
56	REM/Rate - v16.3.4
HERS Index of the Target Home using size adjustment factor	Estimated annual energy costs(\$)
59	691
Estimated annual energy use	Estimated annual energy savings
Electric: 7891 kWh	Electric: 4587 kWh
Energy cost rates	Estimated annual emissions reductions
Electric: 0.08 \$/kWh	CO2: 2.3 tons / SO2: 12.9 lbs / NOx: 4.2 lbs

DOE Zero Energy Ready Home Certification

As the certified Rater for this house, I certify this house meets/complies with all mandatory requirements of the DOE Zero Energy Ready home guidelines, including the following:

X	Compliance with all ENERGY STAR Qualified Homes Version 1.1 Multifamily requirements and checklists
X	Compliance with Mandatory Fenestration Requirements
X	Compliance with Mandatory Insulation Requirements
X	Compliance with Mandatory Duct Location Requirements
X	Compliance with Mandatory Appliance Requirements
X	Compliance with Mandatory Lighting Requirements
X	Compliance with Mandatory Fan Efficiency Requirements
X	Compliance with Mandatory EPA Indoor airPLUS
X	Compliance with Mandatory Water Efficiency Requirements
X	Compliance with Mandatory Renewable Energy Ready Solar Electric Requirements
	This home was qualified via sampling in lieu of testing, in accordance with allowable sampling provisions as stated in the DOE Zero Energy Ready Home National Program Requirements

*Certification under the DOE Zero Energy Ready Home permits limited exceptions to full compliance with Indoor airPLUS. Builders seeking the Indoor airPLUS label must achieve full compliance with the Indoor airPLUS Verification Checklist.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Optional Compliance for Builder Recognition

I further certify that the following also apply to this house:

YES	NO	DONT KNOW	Optional Home Builder Commitments for Recognition
	X		Certified under the EPA WaterSense for New Homes Program
	X		Certified under the IBHS Fortified for Safer Living Program
	X		Followed the DOE Zero Energy Ready Home Quality Management Guidelines
	X		The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year

ENERGY STAR v1.1 MF Home Verification Summary

Property Pennrose, LLC 2815 Washington Ave. 206 Newport News, VA 23607	Organization Innova Building Advisors, LLC (215) 446-9945 Adam Blackburn	HERS Projected Rating 2023-03-16 Rating No:CNVD206 Rater ID:9608274
Weather:Norfolk, VA Choice Neighborhoods V-Downtown CN V-Downtown_206_3B.blg	Builder	

Projected Rating: Based on Plans - Field Confirmation Required.

Building Information

Conditioned Area (sq ft)	1390
Conditioned Volume (cubic ft)	14178
Insulated Shell Area (sq ft)	4451
Number of Bedrooms	3
Housing Type	Apartment, end unit
Foundation Type	Apt above enclosed space

Rating

ENERGY STAR HERS Index Target	66
HERS Index w/o PV	56
HERS Index	56

HERS Index w/o PV <= ES HERS Index Target to comply.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Building Shell

Ceiling w/Attic	None	Window Type	VPI Endurance U28S22
Sealed Attic	None	Window	U-Value: 0.280, SHGC: 0.220
Vaulted Ceiling	None	Window/Wall Ratio	0.18
Above Grade Walls	R-21 U=0.058	Infiltration Type	Blower door
Found. Walls(Cond)	None	Infiltration	0.29 CFM50/sf sh
Found. Walls(Uncond)	None	Duct Leakage to Outside	111.00 CFM @ 25 Pascals
Floors	None	Total Duct Leakage	111.00 CFM @ 25 Pascals
Slab Floors	None		

Mechanical Systems

ASHP	Htg: 35.1 kBtuh, 9.0 HSPF. Clg: 18.0 kBtuh, 16.0 SEER.
Water Heating	Conventional, Elec, 0.95 EF.
Programmable Thermostat	Heat=Yes; Cool=Yes
Ventilation System	Exhaust Only: 60 cfm, 7.8 watts.

Lights and Appliances

Refrigerator (kWh/yr)	605.00	Clothes Dryer Fuel	Electric	Interior LED Lighting (%)	100.00
Dishwasher Energy Factor	0.46	Clothes Dryer CEF	3.73	Ceiling Fan (cfm/Watt)	0.00
Range/Oven Fuel	Electric	Clothes Washer LER	400.00		
		Clothes Washer Capacity	3.00		

Note: Where feature level varies in home, the dominant value is shown.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Energy Performance	
House Type	DOE Zero Energy Ready Home Builder Partner ID#
Apartment, inside unit	903
Year built	Square footage of Conditioned Space including Basement
2024	687.0
Number of Bedrooms	Square footage of Conditioned Space without Basement
1	687.0
Site address (if not available, list the site Lot #)	Registered Builder
2815 Washington Ave. 217	
Newport News	Certified Rater
VA, 23607	Adam Blackburn
HERS Index without On-site Generation	Date of Rating
52	2023-03-16
HERS Index with On-site Generation	Rating Software
52	REM/Rate - v16.3.4
HERS Index of the Target Home using size adjustment factor	Estimated annual energy costs(\$)
55	431
Estimated annual energy use	Estimated annual energy savings
Electric: 4642 kWh	Electric: 2922 kWh
Energy cost rates	Estimated annual emissions reductions
Electric: 0.08 \$/kWh	CO2: 1.5 tons / SO2: 8.2 lbs / NOx: 2.7 lbs

DOE Zero Energy Ready Home Certification

As the certified Rater for this house, I certify this house meets/complies with all mandatory requirements of the DOE Zero Energy Ready home guidelines, including the following:

X	Compliance with all ENERGY STAR Qualified Homes Version 1.1 Multifamily requirements and checklists
X	Compliance with Mandatory Fenestration Requirements
X	Compliance with Mandatory Insulation Requirements
X	Compliance with Mandatory Duct Location Requirements
X	Compliance with Mandatory Appliance Requirements
X	Compliance with Mandatory Lighting Requirements
X	Compliance with Mandatory Fan Efficiency Requirements
X	Compliance with Mandatory EPA Indoor airPLUS
X	Compliance with Mandatory Water Efficiency Requirements
X	Compliance with Mandatory Renewable Energy Ready Solar Electric Requirements
	This home was qualified via sampling in lieu of testing, in accordance with allowable sampling provisions as stated in the DOE Zero Energy Ready Home National Program Requirements

*Certification under the DOE Zero Energy Ready Home permits limited exceptions to full compliance with Indoor airPLUS. Builders seeking the Indoor airPLUS label must achieve full compliance with the Indoor airPLUS Verification Checklist.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Optional Compliance for Builder Recognition

I further certify that the following also apply to this house:

YES	NO	DONT KNOW	Optional Home Builder Commitments for Recognition
	X		Certified under the EPA WaterSense for New Homes Program
	X		Certified under the IBHS Fortified for Safer Living Program
	X		Followed the DOE Zero Energy Ready Home Quality Management Guidelines
	X		The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year

ENERGY STAR v1.1 MF Home Verification Summary

Property Pennrose, LLC 2815 Washington Ave. 217 Newport News, VA 23607	Organization Innova Building Advisors, LLC (215) 446-9945 Adam Blackburn	HERS Projected Rating 2023-03-16 Rating No:CNVD217 Rater ID:9608274
Weather:Norfolk, VA Choice Neighborhoods V-Downtown CN V-Downtown_217_1B.blg	Builder	

Projected Rating: Based on Plans - Field Confirmation Required.

Building Information

Conditioned Area (sq ft)	687	ENERGY STAR HERS Index Target	62
Conditioned Volume (cubic ft)	7007	HERS Index w/o PV	52
Insulated Shell Area (sq ft)	2511	HERS Index	52
Number of Bedrooms	1		
Housing Type	Apartment, inside unit		
Foundation Type	Apt above enclosed space		
	HERS Index w/o PV <= ES HERS Index Target to comply.		



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Building Shell

Ceiling w/Attic	None	Window Type	VPI Endurance U28S22
Sealed Attic	None	Window	U-Value: 0.280, SHGC: 0.220
Vaulted Ceiling	None	Window/Wall Ratio	0.19
Above Grade Walls	R-21 U=0.058	Infiltration Type	Blower door
Found. Walls(Cond)	None	Infiltration	0.29 CFM50/sf sh
Found. Walls(Uncond)	None	Duct Leakage to Outside	NA
Floors	None	Total Duct Leakage	NA
Slab Floors	None		

Mechanical Systems

ASHP	Htg: 16.3 kBtuh, 10.3 HSPF. Clg: 17.6 kBtuh, 20.0 SEER.
Water Heating	Conventional, Elec, 0.95 EF.
Programmable Thermostat	Heat=Yes; Cool=Yes
Ventilation System	Exhaust Only: 30 cfm, 3.8 watts.

Lights and Appliances

Refrigerator (kWh/yr)	605.00	Clothes Dryer Fuel	Electric	Interior LED Lighting (%)	100.00
Dishwasher Energy Factor	0.46	Clothes Dryer CEF	3.73	Ceiling Fan (cfm/Watt)	0.00
Range/Oven Fuel	Electric	Clothes Washer LER	400.00		
		Clothes Washer Capacity	3.00		

Note: Where feature level varies in home, the dominant value is shown.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Energy Performance	
House Type	DOE Zero Energy Ready Home Builder Partner ID#
Apartment, inside unit	903
Year built	Square footage of Conditioned Space including Basement
2024	992.0
Number of Bedrooms	Square footage of Conditioned Space without Basement
2	992.0
Site address (if not available, list the site Lot #)	Registered Builder
2815 Washington Ave. 103	
Newport News	Certified Rater
VA, 23607	Adam Blackburn
HERS Index without On-site Generation	Date of Rating
59	2023-03-16
HERS Index with On-site Generation	Rating Software
59	REM/Rate - v16.3.4
HERS Index of the Target Home using size adjustment factor	Estimated annual energy costs(\$)
61	558
Estimated annual energy use	Estimated annual energy savings
Electric: 6224 kWh	Electric: 3050 kWh
Energy cost rates	Estimated annual emissions reductions
Electric: 0.08 \$/kWh	CO2: 1.5 tons / SO2: 8.5 lbs / NOx: 2.8 lbs

DOE Zero Energy Ready Home Certification

As the certified Rater for this house, I certify this house meets/complies with all mandatory requirements of the DOE Zero Energy Ready home guidelines, including the following:

X	Compliance with all ENERGY STAR Qualified Homes Version 1.1 Multifamily requirements and checklists
X	Compliance with Mandatory Fenestration Requirements
X	Compliance with Mandatory Insulation Requirements
X	Compliance with Mandatory Duct Location Requirements
X	Compliance with Mandatory Appliance Requirements
X	Compliance with Mandatory Lighting Requirements
X	Compliance with Mandatory Fan Efficiency Requirements
X	Compliance with Mandatory EPA Indoor airPLUS
X	Compliance with Mandatory Water Efficiency Requirements
X	Compliance with Mandatory Renewable Energy Ready Solar Electric Requirements
	This home was qualified via sampling in lieu of testing, in accordance with allowable sampling provisions as stated in the DOE Zero Energy Ready Home National Program Requirements

*Certification under the DOE Zero Energy Ready Home permits limited exceptions to full compliance with Indoor airPLUS. Builders seeking the Indoor airPLUS label must achieve full compliance with the Indoor airPLUS Verification Checklist.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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DOE Zero Energy Ready Home

Projected Rating: Based on Plans - Field Confirmation Required.

Optional Compliance for Builder Recognition

I further certify that the following also apply to this house:

YES	NO	DONT KNOW	Optional Home Builder Commitments for Recognition
	X		Certified under the EPA WaterSense for New Homes Program
	X		Certified under the IBHS Fortified for Safer Living Program
	X		Followed the DOE Zero Energy Ready Home Quality Management Guidelines
	X		The buyer of this home signed a waiver giving DOE Zero Energy Ready Home access to utility bill data for one year

ENERGY STAR v1.1 MF Home Verification Summary

Property Pennrose, LLC 2815 Washington Ave. 103 Newport News, VA 23607	Organization Innova Building Advisors, LLC (215) 446-9945 Adam Blackburn	HERS Projected Rating 2023-03-16 Rating No:XXX0000 Rater ID:9608274
Weather:Norfolk, VA Choice Neighborhoods V-Downtown CN V-Downtown_103_2B.blg	Builder	

Projected Rating: Based on Plans - Field Confirmation Required.

Building Information

Conditioned Area (sq ft)	992	ENERGY STAR HERS Index Target	66
Conditioned Volume (cubic ft)	10118	HERS Index w/o PV	59
Insulated Shell Area (sq ft)	3429	HERS Index	59
Number of Bedrooms	2		
Housing Type	Apartment, inside unit		
Foundation Type	Slab		

HERS Index w/o PV <= ES HERS Index Target to comply.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Building Shell

Ceiling w/Attic	None	Window Type	VPI Endurance U28S22
Sealed Attic	None	Window	U-Value: 0.280, SHGC: 0.220
Vaulted Ceiling	None	Window/Wall Ratio	0.19
Above Grade Walls	R-21 U=0.058	Infiltration Type	Blower door
Found. Walls(Cond)	None	Infiltration	0.29 CFM50/sf sh
Found. Walls(Uncond)	None	Duct Leakage to Outside	79.00 CFM @ 25 Pascals
Floors	None	Total Duct Leakage	79.00 CFM @ 25 Pascals
Slab Floors	R-10 peri R-10 under U=0.046		

Mechanical Systems

ASHP	Htg: 35.1 kBtuh, 9.0 HSPF. Clg: 18.0 kBtuh, 16.0 SEER.
Water Heating	Conventional, Elec, 0.95 EF.
Programmable Thermostat	Heat=Yes; Cool=Yes
Ventilation System	Exhaust Only: 50 cfm, 6.5 watts.

Lights and Appliances

Refrigerator (kWh/yr)	605.00	Clothes Dryer Fuel	Electric	Interior LED Lighting (%)	100.00
Dishwasher Energy Factor	0.46	Clothes Dryer CEF	3.73	Ceiling Fan (cfm/Watt)	0.00
Range/Oven Fuel	Electric	Clothes Washer LER	400.00		
		Clothes Washer Capacity	3.00		

Note: Where feature level varies in home, the dominant value is shown.

REM/Rate - Residential Energy Analysis and Rating Software v16.3.4

This information does not constitute any warranty of energy costs or savings.

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Tab S:

Supportive Housing Certification

This Tab is not applicable to the
March 16th, 2023, Choice
Neighborhood V-Downtown
reservation application.

Tab T:

Funding Documentation



Karen R. Wilds
Executive Director

**BOARD OF
COMMISSIONERS**

Kenneth D. Penrose, Jr.
Chairman
Lisa Wallace-Davis
Vice Chairman

William C. Black
George B. Knight
Lou Call
Barbara Holley
Thaddeus Holloman

March 14, 2023

JD Bondurant
Tax Credit Program
Virginia Housing Development Authority
601 S Belvidere St
Richmond, VA 23220

Re: Choice Neighborhood V-Downtown Tax Credit Application

Dear Mr. Bondurant:

The United States Department of Housing and Urban Development (HUD) awarded the Newport News Redevelopment and Housing Authority (NRRHA) \$30,000,000 of Choice Neighborhood Initiative (CNI) funds in May, 2019.

This letter is written to confirm the allocation of \$2,282,915 of Choice Neighborhood Initiative funds and \$2,000,000 in NRRHA funds to the Choice Neighborhood V-Downtown Project.

NRRHA is also committed to providing an additional \$3,529,000, if HUD approves CNI development supplemental funding that NRRHA applied for on February 11, 2023 with anticipated award in June 2023.

Sincerely,

Karen Wilds
Executive Director





Office of the
City Manager

March 14, 2023

Karen R. Wilds, President
Choice Neighborhood V-Downtown LLC
227 27th Street
Newport News, Virginia 23607

RE: Commitment of City Funding for Choice Neighborhood V-Downtown Project

Dear Ms. Wilds:

This letter serves to document the City of Newport News' commitment of funding support to assist Choice Neighborhood V-Downtown LLC in the development of the proposed Choice Neighborhood V-Downtown Project. It is understood that these funds will be combined with other resources, including HUD Choice Neighborhood Initiative funding and federal low-income housing tax credits, to undertake this venture.

Please be advised that such funding from the City of Newport News will be made available to the development in the amount of \$5,304,365. The City is also committed to providing up to an additional \$3,529,000, if HUD does not approve CNI development supplemental funding that NNRHA and the City applied for on February 11, 2023 with anticipated award in June 2023. In total, the City commitment is for \$8,833,365 for the Choice Neighborhood V-Downtown Project.

City funding would occur after all other funding is secured and a development agreement has been prepared between the City and the Choice Neighborhood V-Downtown LLC to meet all program requirements and after the necessary review of the City Attorney.

We look forward to working with you as you continue towards full development of your project.

Sincerely,

A handwritten signature in black ink that reads 'Cynthia D. Rohlf'.

Cynthia D. Rohlf
City Manager

Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing

TENANT DISCLOSURE FORM - AVAILABILITY OF VIRGINIA HOUSING RENTER EDUCATION

NOTICE TO RENTER:

VIRGINIA HOUSING RENTER EDUCATION

Virginia Housing is the not-for-profit state organization that was created in 1972 to help Virginians attain quality affordable housing. Virginia Housing administers the Low-Income-Housing Tax Credit program, which is sponsored by the U.S. Treasury Department and that made this development possible.

As part of their commitment to affordable housing, Virginia Housing provides many resources to renters to help them manage their money, educate them on the application process, and inform them of their rights and responsibilities.

These resources can be found at <https://www.virginiahousing.com/renters/education>. You are encouraged to visit the site and take advantage of the education material provided.

By signing this disclosure, you are acknowledging that you have been made aware of the education material made available by Virginia Housing.

TENANT NAME & UNIT #

TENANT SIGNATURE

DATE

Tab V:

Nonprofit or LHA Purchase Option or Right of First Refusal

PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT

THIS PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT (“Purchase Agreement”) is made as of the 14 day of March, 2023, by and between **CHOICE NEIGHBORHOOD V-DOWNTOWN LLC**, a Virginia limited liability company (the “Company”), **NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“Grantee”), and **CHOICE NEIGHBORHOOD V-DOWNTOWN DEVELOPMENT CORPORATION**, a Virginia corporation (the “Manager”).

WHEREAS, the Company was formed to construct, develop, maintain, own, operate, lease, dispose of and otherwise deal with an apartment project to be known as Choice Neighborhood V-Downtown located in Newport News, Virginia (the “Project”); and

WHEREAS, the Manager is wholly owned and controlled by Grantee; and

WHEREAS, Grantee has been and will be instrumental in the development of the Project; and

WHEREAS, the Project is or will be subject to one or more governmental agency regulatory agreements (collectively, the “Regulatory Agreement”) restricting its use to low-income housing and may become subject to a low-income use restriction (the “Special Covenant”) pursuant to the terms and conditions of this Purchase Agreement (such use restrictions under the Regulatory Agreement and any Special Covenant being referred to collectively herein as the “Use Restrictions”); and

WHEREAS, Grantee and the Manager desire to provide for the continuation of the Project as low-income housing upon termination of the Company by Grantee purchasing the Project at the applicable price determined under this Purchase Agreement and operating the Project in accordance with the Use Restrictions; and

WHEREAS, Grantee and the Manager have negotiated and required that the Company shall execute and deliver this Purchase Agreement in order to provide for such low-income housing.

NOW, THEREFORE, in consideration of the premises herein and the payment by the Grantee to the Company of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Option.** The Company hereby grants to Grantee an option (the “Option”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof, owned by the Company at the time of purchase (the “Property”), after the close of the fifteen (15) year compliance period for the low-income housing tax credits for the Project (the “Compliance Period”), as determined under section 42(i)(1) of the Internal Revenue code of 1986, as amended (the “Code”), on the terms and conditions set forth in

this Purchase Agreement and subject to the conditions precedent to exercise of the Option specified herein. The Project real estate is legally described in Exhibit A attached hereto and made a part hereof.

2. **Grant of Refusal Right.** In the event that the Company receives an offer to purchase the Project, Grantee shall have a right of first refusal to purchase the Property (the “Refusal Right”) after the close of the Compliance Period on the terms and conditions set forth in this Purchase Agreement and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Purchase Agreement, (a) the foregoing grant of the Refusal Right shall be effective only if Grantee is currently and remains at all times hereafter until (i) the Refusal Right has been exercised and the resulting purchase and sale has been closed, or (ii) the Refusal Right has been assigned to a Permitted Assignee described in Section 10 hereof, whichever first occurs, a governmental entity or qualified nonprofit organization, as defined in section 42(i)(7) and Section 42(h)(5)(C) of the Code, respectively, and (b) any assignment of the Refusal Right permitted under this Purchase Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Section 10 hereof meeting the requirements of Section 42(i)(7)(A) of the Code. Prior to accepting any such bona fide offer to purchase the Property, the Company shall notify Grantee and the Manager of such offer and deliver to each of them a copy thereof. The Company shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Section 6 hereof.

3. **Purchase Price Under Option.** The purchase price for the Property pursuant to the Option shall be the greater of the following amounts, subject to the proviso set forth hereinbelow:

a. **Debt and Taxes.** An amount sufficient to (i) pay all debts (including Member loans) and liabilities of the Company upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Option, and (ii) distribute to the Members cash proceeds equal to the taxes projected to be imposed on the Members of the Company as a result of the sale pursuant to the Option; or

b. **Fair Market Value.** The fair market value of the Property, appraised as low-income housing to the extent continuation of such use is required under the Use Restrictions, any such appraisal to be made by a licensed appraiser, selected by the Company’s regular certified public accountants, who is a member of the Master Appraiser Institute and who has experience in the geographic area in which the Project is located, provided, however, that if prior to exercise of the Option, the Internal Revenue Service (the “Service”) has issued a revenue ruling or provided a private letter ruling to the Company, or tax counsel to the Company has issued an opinion letter concluding that property of the nature and use of the Property may be sold under circumstances described in this Purchase Agreement at the greater of the price determined under Section 42(i)(7) of the Code or the price determined under subsection 3.a. hereinabove without limiting tax credits or deductions that would otherwise be available to members of the Company, then the Option price shall be such price.

4. **Purchase Price Under Refusal Right.** The purchase price for the Property pursuant to the Refusal Right shall be equal to the sum of (a) an amount sufficient to pay all debts (including member loans) and liabilities of the Company upon its termination and liquidation as project to occur immediately following the sale pursuant to the Refusal Right (but excluding indebtedness incurred within the five year period ending on the date of sale, as specified in Code §41(i)(7)(B)(i)), and (b) an amount sufficient to distribute to the Members cash proceeds equal to the taxes projected to be imposed on the Members of the Company as a result of the sale pursuant to the Refusal Right.

5. **Conditions Precedent.** Notwithstanding anything in this Purchase Agreement to the contrary, the Option and the Refusal Right granted hereunder shall be contingent on either (i) the Regulatory Agreement shall have been entered into and remained in full force and effect, and those Use Restrictions to be contained therein shall have remained unmodified without its prior written consent, or (ii) if the Regulatory Agreement is no longer in effect due to reasons other than a default thereunder by the Company, such Use Restrictions, as so approved and unmodified, shall have remained in effect by other means and shall continue in effect by inclusion in the deed as required under paragraph 10 hereof.

If any or all of such conditions precedent have not been met, the Option and the Refusal Right shall not be exercisable. Upon any of the events terminating the Manager as Manager of the Company or affecting the Regulatory Agreement as described in this Section 5, the Option and the Refusal Right shall be void and of no further force and effect.

6. **Exercise of Option or Refusal Right.** The Option and the Refusal Right may each be exercised by Grantee by (a) giving prior written notice of its intent to exercise the Option or the Refusal Right to the Company and each of its Members in compliance with the requirements of this Section 6 and (b) complying with the contract and closing requirements of Section 8 hereof. Any such notice of intent to exercise the Option shall be given during the last twelve (12) months of the Compliance Period. Any such notice of intent to exercise the Refusal Right shall be given within one hundred eighty (180) days after Grantee has received the Company's notice of a bona fide offer pursuant to Section 2 hereof. In any case, the notice of intent shall specify a closing date within one year following the date of such notice, but in no event earlier than the termination of the Compliance Period and provided further, in the case of the Option, that the closing date shall be no later than twelve (12) months following the end of the Compliance Period and in the case of the Refusal Right not to exceed six (6) months from the date of the notice of intent. If the foregoing requirements (including those of Section 9 hereof) are not met as and when provided herein, the Option or the Refusal Right, or both, as applicable, shall expire and be of no further force or effect. Upon notice by Grantee of its intent to exercise the Option or the Refusal Right, all rights under the other shall be subordinate to the rights then being so exercised unless and until such exercise is withdrawn or discontinued, and upon the closing of any sale of the Property pursuant to such notice, all rights shall expire and be of no further force or effect, provided that in the event that the Option and the Refusal Right are hereafter held by different parties by reason of any permitted assignment or otherwise, Grantee in its assignment(s) or such parties by written agreement may specify any other order of priority consistent with the other terms and conditions of this Purchase Agreement.

7. **Determination of Price.** Upon notice by Grantee of its intent to exercise the Option or the Refusal Right, the Company and Grantee shall exercise best efforts in good faith to agree on the purchase price for the Property.

8. **Contract and Closing.** Upon determination of the purchase price, the Company and Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with this Purchase Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Project is located, providing for a closing not later than the date specified in Grantee's notice of intent to exercise of the Option or the Refusal Right, as applicable, or thirty (30) days after the purchase price has been determined, whichever is later. In the absence of any such contract, this Purchase Agreement shall be specifically enforceable upon the exercise of the Option or the Refusal Right, as applicable. The purchase and sale hereunder shall be closed through a deed-and-money escrow with the title insurer for the Project or another mutually acceptable title company.

9. **Use Restrictions.** In consideration of the Option and the Refusal Right granted hereunder at the price specified herein, Grantee hereby agrees that the deed of the Project to Grantee shall contain a covenant running with the land, restricting use of the Project to low-income housing to the extent required by those Use Restrictions contained in the Regulatory agreement.

If prior to exercise of the Option or the Refusal Right, as applicable, the Service has issued a revenue ruling or provided a private letter ruling to the Company holding that a covenant of the nature described hereinbelow may be utilized without limiting tax credits or deductions that would otherwise be available to the Members of the Company, then as a condition of the Option and the Refusal Right, the deed to Grantee shall include a Special Covenant specifically restricting continued use of the Project to low-income housing as determined in accordance with the same low-income and maximum rent requirements (excluding any right under the Code to raise rents after notice to the applicable state or local housing credit agency if it is unable to find a buyer at the statutory price) as are currently specified in the Regulatory Agreement with reference to the low-income housing tax credits (notwithstanding any future discontinuation of such credits or modification of federal requirements therefor). The Special Covenant shall constitute part of the Use Restrictions. The Special Covenant shall state that it is applicable and enforceable only to the extent such housing produces income sufficient to pay all operating expenses and debt service and fund customary reserves and there is a need for low-income housing in the geographic area in which the Project is located. The Special Covenant shall run with the land for a period of fifteen (15) years after closing of the purchase under the Option or the Refusal Right, as applicable, or, if longer, for the period measured by the then remaining period of Use Restrictions under the Regulatory Agreement, provided that the Special Covenant shall terminate at the option of any holder of the reverter rights described hereinabove, upon enforcement thereof.

In the event that neither the Option nor the Refusal Right is exercised, or the sale pursuant thereto is not consummated, then upon conveyance of the Project to anyone other than Grantee or its permitted assignee hereunder, the foregoing provisions shall terminate and have no further force and effect.

10. **Assignment.** Grantee may assign all or any of its rights under this Purchase Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project (each a “Permitted Assignee”) that demonstrates its ability and willingness to maintain the Project as low-income housing in accordance with the Use Restrictions, subject in any event to the conditions precedent to the Refusal Right grant and the Option price set forth in Sections 2 and 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Company and each of its Members. Upon any permitted assignment hereunder, references in this Purchase Agreement to Grantee shall mean the permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Purchase Agreement and so assigned. No assignment of Grantee’s rights hereunder shall be effective unless and until the permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee’s obligations under this Purchase Agreement and copies of such written agreement are delivered to the Company and each of its Members. Except as specifically permitted herein, Grantee’s rights hereunder shall not be assignable.

11. **Miscellaneous.** This Purchase Agreement shall be governed by the laws of the Commonwealth of Virginia. This Purchase Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this document as of the date first set forth hereinabove.

COMPANY:

CHOICE NEIGHBORHOOD V-DOWNTOWN LLC
BY: CHOICE NEIGHBORHOOD V-DOWNTOWN
DEVELOPMENT CORPORATION, its Manager

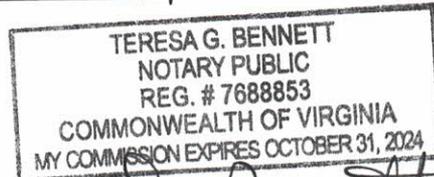
By *Karen R Wilds*
Karen R. Wilds, President

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to-wit:

I, *TERESA G. Bennett* a Notary Public in and for the City and State aforesaid, do certify that Karen R. Wilds, President of Choice Neighborhood V-Downtown Development Corporation, Manager of Choice Neighborhood V-Downtown LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Company known as Choice Neighborhood V-Downtown LLC, on behalf of which said company she has executed the foregoing instrument, all for the uses and purposes set forth therein.

Given under my hand and seal this *16* day of *MARCH*, 2023.

My commission expires: *10/31/2024*
Registration Number: *7688853*



Teresa G. Bennett
Notary Public

GRANTEE:

NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY

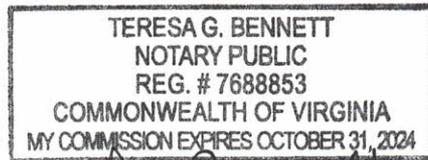
By Karen R Wilds
Karen R. Wilds, Executive Director

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to-wit:

I, TERESA G. BENNETT, a Notary Public in and for the City and State aforesaid, do certify that Karen R. Wilds, Executive Director of Newport News Redevelopment and Housing Authority, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Grantee, on behalf of which said Grantee she has executed the foregoing instrument, all for the uses and purposes set forth therein.

Given under my hand and seal this 16 day of March, 2023.

My commission expires: 10/31/2024
Registration Number: 7688853



Teresa G. Bennett
Notary Public

MANAGER:

CHOICE NEIGHBORHOOD V-DOWNTOWN
DEVELOPMENT CORPORATION

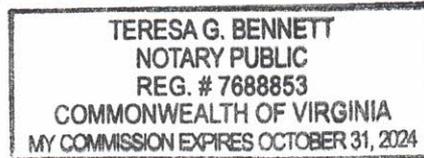
By Karen R Wilds
Karen R. Wilds, President

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS, to-wit:

I, TERESA G. BENNETT, a Notary Public in and for the City and State aforesaid, do certify that Karen R. Wilds, President of Choice Neighborhood V-Downtown Development Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Manager known as Choice Neighborhood V-Downtown Development Corporation, on behalf of which said company she has executed the foregoing instrument, all for the uses and purposes set forth therein.

Given under my hand and seal this 16 day of March, 2023.

My commission expires: 10/31/2024
Registration Number: 7688853



Teresa G. Bennett
Notary Public

Tab W:

Internet Safety Plan and Resident Information Form (if internet amenities selected)

Internet Security Plan

Choice Neighborhood V-Downton LLC (OWNER) is proud to provide free community room wifi service to residents of Choice Neighborhood IV-R.

In order to maintain the safety of our residents, the OWNER will utilize internet security software and services to monitor and secure the wifi Service. Various restrictions and conditions will be enforced to ensure residents are adhering to the Terms of Service each resident will be required to sign upon move-in. In order to fulfill the aforementioned, the OWNER will incorporate the following:

1. Password Managers: Rotating passwords will be used when accessing the Service
2. Security Suite Software: Anti-virus, firewalls, and anti-spyware, and spam filtering
3. Each resident will be given Internet Education Tips and an Internet TOS Acknowledgment form informing them of pitfalls that need to be avoided and the requirements for each resident using this free Service

Protect your privacy on the internet

Information is the currency of the internet. Your privacy on the internet depends on your ability to control both the amount of personal information that you provide and who has access to that information.

Is your information at risk on the internet?

When performing everyday online activities, you might reveal personal information that can be used by others to invade your privacy. This can include sensitive information such as your IP address, your email address, your current physical location, or your home or work address. For example, online shopping transactions often require credit card information and your home address.

How your information gets on the internet

Businesses, governments, and other organizations gather data when you:

- Set up an online account
- Make a purchase in an online store
- Register for a contest
- Take part in a survey
- Download free software
- Surf the web
- Use apps on your computer or your mobile device
- Post photos or your status on social media

What happens to your information

Microsoft and other responsible businesses use your personal information to help improve your experience with their products and services—such as by helping you complete a transaction, remembering your preferences, or delivering personalized content and special offers.

Online transactions—such as signing up for a service or buying something—are linked to you by information such as a shipping address or credit card number. But in most cases, businesses generally

collect data that does not identify you by name. Websites track which webpages you visit and the clicks of your mouse, but not you personally.

Personal details about you could be also online because you may have added your own information in resumes, chats, pages on social networking sites like Facebook, or comments in discussion groups or on Twitter.

Others may have published information about you. Friends may write about you or post photos of you and your family. Records of government agencies are searchable—for example, photos of your house and its value, your birth certificate, and copies of your signature. Church groups, clubs, and professional associations may reveal your full name, workplace, and donation history.

Why it matters if your information is online

The information that is available about you online is important for two reasons:

- Companies and recruiters may use this information, which constitutes your online reputation, to gauge your suitability for a job.
- Criminals may use data about you online to target you for phishing scams, steal your identity, and to commit other crimes. You can reduce your risk by following the advice in this article to protect your privacy online.

Online information is searchable and often permanent. Unlike data stored on paper, however, powerful internet search engines and data aggregation tools can make it easy to pull data together to build a full profile of you.

Once data is published online, it is effectively there forever and, depending on the privacy policy of the company holding the data, may ultimately be seen by anyone on the internet. Sites may archive anything you have posted in addition to data they have collected from you. Friends (or ex-friends) may give your information out, or hackers and security lapses may expose it.

Tips for sharing information online

First, read the website's privacy policy

Privacy policies—which are commonly outlined in a website's privacy statement—should clearly explain what data the website gathers about you, how it is used, shared, and secured, and how you can edit or delete it. The website's privacy statement should be readily available for you to review. For example, a link to the Microsoft Privacy Statement appears at the bottom of this and every page on support.microsoft.com. No privacy statement? Take your business elsewhere.

Don't share more than you need to

Don't post anything online that you would not want made public.

- Minimize details that identify you or your whereabouts. Sharing details about an event you're attending might seem harmless, but you're actually letting people know where you are and that you're not at home.

Protect your privacy on the internet. (2023, March 1). Retrieved from <https://support.microsoft.com/en-us/windows/protect-your-privacy-on-the-internet-ffe36513-e208-7532-6f95-a3b1c8760dfa>

- Keep your account numbers, user names, and passwords secret.
- Only share your primary email address or Instant Message (IM) name with people you know or with reputable organizations. Avoid listing your address or name on internet directories and job-posting sites.
- Enter only required information—often marked with an asterisk (*)—on registration and other forms.
- Check app settings, especially on your phone. Be careful about allowing apps to access your **location information, your photos, the camera, or the microphone.**

Choose your friends wisely

Be mindful when adding contacts or friends on social networks. If possible, verify with the person directly if the account is authentic. If you are unsure you are adding the right person, try to limit the information that person can view on your profile.

Choose how private you want your profile or blog to be

Review your website settings and preferences to manage who can see your online profile or photos, how people can search for you, who can view your posts and make comments, and how to block unwanted access by others. Be sure to review the privacy settings for your favorite social networks to ensure you're not sharing more than you intend to.

Monitor what others post

- Search for your name on the internet using popular search engines. Search for text and images. If you find sensitive information about yourself on a website, look for contact information on the website and send a request to have your information removed.
-
- Regularly review what others write about you on blogs and social networking websites. Ask friends not to post photos of you or your family without your permission. If you feel uncomfortable with material such as information or photos that are posted on others' websites, ask for it to be removed.
- On Facebook and other social media, turn on the tag review option to prevent people from tagging photos that you appear in without your permission.

Guard your information

Protect your computer

Keeping your computer secure helps you avoid malware and direct hacking attempts designed to steal your personal information. For info about how to reduce your online risk, see [Keep your computer secure at home](#) and [Keep your computer secure at work](#).

Save sensitive business for your home computer

Avoid paying bills, banking, and shopping on a public computer, or on any device (such as a laptop or mobile phone) over a public wireless network.

If you're not using your own device to browse the internet, use Microsoft Edge and open only InPrivate tabs or windows. When you use InPrivate tabs or windows, your browsing data (like your history, temporary internet files, and cookies) isn't saved on the PC once you're done. However, you should still be careful not to type critical passwords on a shared computer.

Protect your data when using a shared computer

- If you're browsing the internet using a shared device (like an airport kiosk or a friend's laptop), here are two important things you can do to protect your data:
 -
 - If you're using Microsoft Edge, turn on InPrivate Browsing (or use similar functionality in whichever browser you're using, such as Incognito mode in Google Chrome or Private Browsing in Mozilla Firefox).
 -
 - When you're finished browsing on the shared computer, be sure to close all browser windows before stepping away from the device.

INTERNET ACKNOWLEDGEMENT FORM

TENANT NAME & UNIT #

TENANT SIGNATURE

DATE**By Signing above, you acknowledge the following:****Access to Wi-Fi**

This Service is provided free-of-charge to residents of Choice Neighborhood V-Downtown and brought to you by Choice Neighborhood V-Downtown LLC (OWNER). Access to this free Service is available in the community room to residents ONLY. Your access to the Service is completely at the discretion of OWNER, and your access to the service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for OWNER, disruption of access to other users or networks, or violation of applicable state and federal laws or regulations. OWNER may revise the Terms Of Service (TOS) at any time. You must accept this agreement each time you use the Service and it is your responsibility to review it for any changes each time. While OWNER utilizes internet security tools for this Service, no network communication is 100% secure.

Please remember: Communication on this network should not be considered private or protected. All communication over the OWNER network is subject to monitoring. OWNER reserves the right to reduce capacity or access as need be.

You hereby agree that OWNER is not liable for any interception or transmissions, viruses, loss of data, damage to your computer, loss/corruption of files, hacking, or any other detrimental effects that come with using this Service in the transmission and downloading of material.

OWNER does not guarantee availability of this service, that it will be uninterrupted, or error free.

Acceptable Use of the Service

Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of OWNER, or any third

INTERNET ACKNOWLEDGEMENT FORM

party. OWNER cannot accept any responsibility for any injury or loss that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

Disclaimer

Illegal/Unacceptable Uses

To use this free Service, you acknowledge to not engage in the following list of activities. This list is solely meant to be provided as an example and is in no way comprehensive:

- Spamming and invasion of privacy - Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.
- Intellectual property right violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.
- Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.
- The transfer of technology, software, or other materials in violation of applicable export laws and regulations.
- Export Control Violations
- Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.
- Uttering threats;
- Distribution of pornographic materials to minors;
- and Child pornography.
- High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs
- Obscene or indecent speech or materials
- Defamatory or abusive language
- Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
- Facilitating a Violation of these Terms of Use
- Hacking

INTERNET ACKNOWLEDGEMENT FORM

- Distribution of Internet viruses, Trojan horses, or other destructive activities
- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment.
- Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms of Use, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.
- Seeking information on passwords or data belonging to another user.
- Making unauthorized copies of proprietary software, or offering unauthorized copies of proprietary software to others.
- Intercepting or examining the content of messages, files or communications in transit on a data network.

Pennrose Management Company Wi-Fi Service Terms of Service and Acceptable Use Policy

BY CLICKING ON “ACCEPT” ON THE WI-FI SERVICE SIGN-UP PAGE, YOU (“RESIDENT”) REPRESENT THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF SERVICE AND ACCEPTABLE USE POLICY (THE “AGREEMENT”).

Access to the Wi-Fi Service (the “Service”)

The Wi-Fi Service is a free public service provided by Pennrose Management Company (“Pennrose”). Your access to the Wi-Fi Service is completely at the discretion of Pennrose, and your access to the Wi-Fi Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for Pennrose or its owners, disruption of access to other users or networks, and violation of applicable laws or regulations. Pennrose may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time.

Acceptable Use of the Service

Your access to the Service is conditioned on legal and appropriate use of the Wi-Fi Service. Your use of the Wi-Fi Service and any activities conducted online through the Wi-Fi Service shall not violate any applicable law or regulation or the rights of Pennrose, or any third party (when applicable) including, but not limited to, the acceptable use policy found at www.pennrose.com/waup.

The use of the Wi-Fi Service for the following activities is prohibited:

Spamming and Invasion of Privacy

Sending of unsolicited bulk and/or commercial messages over the Internet using the Wi-Fi Service or using the Wi-Fi Service for activities that invade another’s privacy.

Intellectual Property Right Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.

Defamatory or Abusive Language

Using the Wi-Fi Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Hacking

Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, ping, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment. Certain high bandwidth or potentially destructive protocols may not be available on the Wi-Fi Service.

Facilitating a Violation of this Agreement of Use

Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations

The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

Obscene or Indecent Speech or Materials

Using the Wi-Fi Service to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. Pennrose will notify and fully cooperate with law enforcement if it becomes aware of any use of the Wi-Fi Service in any connection with any illegal activity. Certain content or web sites may be filtered or unavailable due to inappropriate content.

Other Illegal Activities

Using the Wi-Fi Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating or inappropriately distributing copywritten material, or making fraudulent offers to sell or buy products, items, or services.

Resale

The sale, transfer, or rental of the Wi-Fi Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.

Notice of Violations of the AUP

Pennrose requests that anyone who believes that there is a violation of the AUP direct the information to: This email address is being protected from spambots. You need JavaScript enabled to view it..

Disclaimer

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Arbitration

You agree to submit any and all controversies or claims arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, to a single arbitrator. The arbitrator may, at either party's request, grant injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in this section will prevent the parties from seeking interim injunctive relief against one another.

Tab X:

Marketing Plan for units meeting accessibility requirements of HUD section 504

Marketing Plan

Choice Neighborhood V- Downtown

Newport News, VA

This plan provides marketing objectives and direction for the year, based on an analysis of the surrounding market area, property positioning and budget.

Owner's Intent

Choice Neighborhood V-Downtown LLC is developing Choice Neighborhood V-Downtown, a 73-unit affordable multi-family housing development located within Newport News, VA. The Owner plans to construct eight (8) units to serve persons with physical disabilities (hereinafter referred to as the "Targeted Population").

The construction of eight (8) handicapped accessible units will qualify this development for accessibility points by providing the greater of five (5) units or 10% of the project units which conform to the HUD accessibility regulations in Section 504 of the Rehabilitation Act. Two (2) of the eight (8) handicapped accessible units will also be equipped specifically with hearing and sight accessibility features. These eight (8) accessible units are hereinafter referred to as "Targeted Units".

Choice Neighborhood V-Downtown will be managed by Pennrose Management Company.

Targeted Unit Marketing Approach: Pennrose Management Company will utilize one of the following approaches to match Targeted Units with Targeted Populations:

1. Targeted Units - Set-Aside Units for 60 Days:
 - Targeted units will be set aside and marketed to Targeted Populations for a minimum period of 60 days.
 - During this 60-day time period, ongoing marketing efforts to qualified Targeted Populations will be documented.
 - If a qualified Targeted Population household is not identified within 60 days, evidence of the management agent's Targeted Unit marketing will be submitted to Virginia Housing's Program Compliance Office along with a request to rent the unleased Targeted Unit(s) to any income qualified households.
2. Targeted Units are Marketed to Targeted Populations On-Going:
 - The management agent may alternatively work with Virginia Housing's Compliance Officer to demonstrate that marketing to the Targeted Population is occurring on an ongoing basis throughout the year, allowing the management agent to fill any vacant Targeted Units with any income-qualified tenant without the Targeted Unit remaining vacant for 60 days.
 - On-going marketing will include contacting at least two (2) Targeted Unit resources (described in the Focused Marketing Section) at least monthly. Documentation of those contacts will be maintained and provided to Virginia Housing.

With either approach, the lease of any qualified non-Targeted Population tenant housed in a Targeted Unit will contain a provision stipulating the non-Targeted Population household must move to the next available vacant unit if a Targeted Population household applies and qualifies for the Targeted Unit. The cost incurred to relocate the non-Targeted Population household will be paid by the owner.

First preference on the property's waitlist will be given to persons with a developmental disability (DD) as confirmed by the Virginia Department of Behavioral Health and Development Services for eight (8) units.

Implementation of Owner's Intent

As the property management agent, Pennrose Management Company will only rent Targeted Units to Targeted Populations, unless a qualified Targeted Population household cannot be found during the 60-day marketing effort, or after ongoing marketing efforts as described above. Focused marketing efforts will occur, in addition to normal routine marketing strategies, to ensure Targeted Population households are consistently aware of the availability of Targeted Units.

Focused Marketing Efforts

VirginiaHousingSearch.com — Choice Neighborhood V-Downtown will be posted on the virginiahousingsearch.com website and will communicate the availability of Targeted Units suitable for Targeted Populations.

Additionally, Pennrose Management Company will establish and maintain regular contact with networking contacts including the centers for independent living, disability services boards and other organizations serving the Targeted Population, including but not limited to, the following:

Middle Peninsula Satellite Center for Independent Living – Centers for Independent Living (CIL)'s are advocates for persons with disabilities promoting leadership and independence as well as advocating for the removal of barriers to independence.

Ralph Shelman
(757) 827-0275
2021-A Cunningham Drive, Suite 2
Hampton, VA 23666

THRIVE Peninsula — THRIVE Peninsula helps equip people with new perspectives and practical tools as they transition through their crises toward financial peace and accountability. Contact information for THRIVE Peninsula:

Angela York
Executive Director
(757) 877-6211
13195 Warwick Blvd, Unit 2C
Newport News, VA 23602

Peninsula Agency on Aging—The Peninsula Agency on Aging provides programs in cooperation with other community agencies to assist Older Virginians in independent and productive living. Contact information for Peninsula Agency on Aging:

Diane Hartley, VP of Care Coordination

(757) 873-0541
739 Thimble Shoals Blvd, Suite 1006
Newport News, VA 23606

Virginia Department of Behavioral Health and Development Services (VA DBHDS) — The project team has communicated with VA DBHDS and will continue to communicate the availability of units, highlighting the first preference for persons with a developmental disability for eight (8) units. Contact information for VA DBHDS:

Jeannie Cummins Eisenhour Sr. Integrated Community Options Specialist (804) 836-4308 1220 Bank Street Richmond, VA 23219	Eric Leabough Housing Specialist (804) 786-1393
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AccessVA.org and other supportive non-profit organizations — The project team will communicate with accessibility-minded organizations to inform those organization of the availability of Targeted Units at Choice Neighborhood V-Downtown.

Virginia Housing (VH) — The project team will provide information on the availability of accessible units to the VH representatives charged with Targeted Unit outreach.

Objectives

The other priority objective with marketing effort for this development will be a coordinated effort with Newport News Redevelopment and Housing Authority to offer former residents of Ridley Place public housing the right to return to this development after it is constructed. All Ridley Place residents will have been relocated off-site before mid-2021.

- Effectively utilize print, online and direct mail advertising to attract qualified residents and fill vacant units in a timely manner.
- Create all marketing resources so that they conform to the spirit, intent, and letter of applicable fair housing laws.
- Educate all site staff of their responsibilities of meeting fair housing goals.
- Ensure that all segments of the population have an equal opportunity to be aware of this housing opportunity.
- Collect and analyze data collected from applicants on a voluntary basis during the initial lease-up process and continue for an optional basis for all subsequent applicants to the site, to analyze the effectiveness of the initial marketing activities, as well as determine if the racial and ethnic balance is an accurate reflection of the greater community.

Definitions

Pre-Leasing – For the purpose of this marketing plan, pre-leasing is defined as any time before on-site leasing staff is hired and an on-site leasing office is established. During the Pre-Leasing period, some tasks will need to be accomplished and expenses incurred which will prepare the project to smoothly transition to the Active Lease Up period. Although important to the overall brand of the property, focusing on the actual marketing of the property during the Pre-Leasing period can deplete the sense of urgency for the customer and create advertising burnout. The focus during the Pre-Leasing period will be primarily on preparing to launch the integrated marketing campaign during Active Lease Up, rather than reaching the customer with a direct ask.

Active Lease Up – For the purpose of this marketing plan, Active Lease Up is defined as the period of time that starts on the day that an on-site leasing office begins operations and ends on the day that the project reaches 100% occupancy. On-site staff will be well versed in all applicable programs including the affordability requirements, workforce housing requirements, and local preferences for Choice Neighborhood V-Downtown residents. Pennrose will work with state funders during this period to coordinate the lottery program. During the Active Lease Up period, the focus will be on reaching prospective residents and educating them on the programs for which they qualify.

Stabilized Marketing – For the purpose of this marketing plan, Stabilized Marketing is defined as the time after the project reaches initial 100% occupancy.

Pre-Leasing

Signage – Pennrose Marketing will **design “Coming Soon” signage** for the property. Once approved by Ownership, the signage will be **ordered by Pennrose marketing and installed by on-site personnel**. This signage will initially include **banners** to be displayed strategically on the property.

Two to three months prior to the end of Pre-Leasing, Pennrose Marketing will **design a full complement of “Now Accepting Applications” signage** for the property in preparation for the Active Lease Up. Once approved by Ownership, the signage will be **ordered by Pennrose marketing**. This signage will include **banners** to be displayed strategically on the property, **A-frames** to be placed at strategic points outside of the property, **pole banners** to be hung on the light poles surrounding the property, **window clings** to be displayed on prominent windows of the property, **bootleg signs** for the area, and **flutter flags** to be placed at the entrance to the leasing office.

Events – The property will host a **Groundbreaking Ceremony** open to community stakeholders and media. Media will receive a **media advisory and press release** related to the event.

Print – Pennrose Marketing will file the required Affirmative Fair Housing Marketing Plan (AFHMP) and will place AFHMP ads in local newspapers including Newport Daily Press.

Other Marketing – During the Pre-Leasing period the **website and brochure design and copy will be finalized** and the **brochure will be printed**.

Active Lease Up

Signage – All **“Now Accepting Applications” signage** will be installed by on-site personnel. This signage will include **banners** to be displayed strategically on the property, **A-frames** to be placed at strategic points outside of the property, **pole banners** to be hung on the light poles surrounding the property, **window clings** to be displayed on prominent windows of the property, **bootleg signs** for the area, and **flutter flags** to be placed at the entrance to the leasing office.

During the last month before obtaining Certificates of Occupancy (CO’s), Pennrose Marketing will **design “Now Open” signage** for the property to replace the “Now Accepting Applications” signage. Once approved by Ownership, the signage will be **ordered by Pennrose marketing**. Once CO’s are obtained, the **signage will be installed** by on-site personnel. This signage will include **banners** to be displayed strategically on the property, **A-frames** to be placed at strategic points outside of the property, **pole banners** to be hung on the light poles surrounding the property, **window clings** to be displayed on prominent windows of the property, **bootleg signs** for the area, and **flutter flags** to be placed at the entrance to the leasing office.

Events – After CO’s are obtained and after the first move-in, the property will host a **Grand Opening Ceremony** open to community stakeholders and media. Media will receive a **media advisory and press release** related to the event. The Grand Opening will be followed by a **guided tour of the property** and refreshments in the community room or other designated area.

Internet

Internet Listing Services (ILS) – The property will be listed throughout Active Lease Up on the most effective ILS’s for the geographical area.

VirginiaHousingSearch.com — **Choice Neighborhood V-Downtown will be posted on the virginiahousingsearch.com website and will communicate the fact the development has accessible units.**

Other ILS’s may include Apartments.com and Apartment Finder. The property will be listed with **packages** that will assist with **SEO** and will give the property **exposure in surrounding markets**.

Other Marketing – Active Lease Up will not be initiated before **leasing staff is hired and on-site** to begin the leasing process. The Leasing Office will be open at least one evening during the week and Saturdays to account for working professionals’ schedules.

Following the opening of on-site office, a **“Now Accepting Applications” email** will be sent to the property interest list and Groundbreaking attendees. The email will **be published on the property website**. **Monthly follow-up emails** relating to construction progress, countdown to Grand Opening, and First Move-In will be sent to the list and published on the property website.

After obtaining CO’s semi-weekly **Open Houses** will be held during varying times outside of normal business hours (not between 9 am – 5 pm Monday – Friday) and will be staffed by leasing staff.

Stabilized Marketing

Signage – Existing signage will be **maintained as necessary** by on-site staff following Active Lease Up. Damaged or worn signage will not necessarily need to be replaced during Stabilized Marketing and should be **phased out to a more manageable long-term level** for on-site staff.

Events – A Grand Opening Event should be held for Ownership, Stakeholders, Staff, and Residents and can be used as a “Thank You” to attendees for making the Lease Up a success. Media will receive a **media advisory and press release** related to the event.

Internet

ILS – The property’s level of ILS listings will be decreased but will remain on the three major sites: Apartments.com and Apartment Finder for the benefits of **SEO** and continued **exposure in competitive markets**.

VirginiaHousingSearch.com – **Choice Neighborhood V-Downtown will be posted on the virginiahousingsearch.com website and will communicate the fact the development has accessible units.**

Other Marketing – After reaching 100% occupancy, the Leasing Office will be open during regular business hours and by appointment to account for working professionals’ schedules.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

This Tab is not applicable to the
March 16th, 2023, Choice
Neighborhood V-Downtown
reservation application.

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

This Tab is not applicable to the
March 16th, 2023, Choice
Neighborhood V-Downtown
reservation application.

Tab AA:

Priority Letter from Rural Development

This Tab is not applicable to the
March 16th, 2023, Choice
Neighborhood V-Downtown
reservation application.

TAB AB:

Social Disadvantage Certification

This Tab is not applicable to the
March 16th, 2023, Choice
Neighborhood V-Downtown
reservation application.