



# Tab A:

Signed PDF of the Excel Application(MANDATORY)

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# 2024 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than  
**12:00 PM** Richmond, VA Time On **March 14, 2024**

#### Tax Exempt Bonds

Applications must be received at Virginia Housing  
No Later Than 12:00 PM Richmond, VA Time for one of the two  
available 4% credit rounds- January 25, 2024 or July 18, 2024.



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

## INSTRUCTIONS FOR THE VIRGINIA 2024 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 14, 2024**. 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 via your specific Procorem workcenter.**

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
7. Developer Experience Documentation (PDF)

### **IMPORTANT:**

**Virginia Housing only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@virginiahousing.com](mailto: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. You may also use the drag function.
- ▶ 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
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861
Hadia Ali	<a href="mailto:hadia.ali@virginiahousing.com">hadia.ali@virginiahousing.com</a>	(804) 343-5873

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## 2024 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 <b>(MANDATORY)</b> - Invoice information will be provided in your Procorem Workcenter
<input checked="" type="checkbox"/>	Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Scanned Copy of the <b>Signed</b> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>
<input checked="" type="checkbox"/>	Electronic Copy of the Plans <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Electronic Copy of the Specifications <b>(MANDATORY)</b>
<input type="checkbox"/>	Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>
<input type="checkbox"/>	Electronic Copy of Unit by Unit Matrix and Scope of Work narrative <b>(MANDATORY if Rehab)</b>
<input type="checkbox"/>	Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>
<input type="checkbox"/>	Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>
<input checked="" type="checkbox"/>	Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>
<input checked="" type="checkbox"/>	Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) <b>(MANDATORY)</b>
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab F: Third Party RESNET Rater Certification <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab G: Zoning Certification Letter <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab H: Attorney's Opinion using Virginia Housing template <b>(MANDATORY)</b>
<input type="checkbox"/>	Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>
	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 <b>(MANDATORY if Rehab)</b>
	Tab K: Documentation of Development Location:
<input checked="" type="checkbox"/>	K.1 Revitalization Area Certification
<input type="checkbox"/>	K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template
<input checked="" type="checkbox"/>	Tab L: PHA / Section 8 Notification Letter
<input type="checkbox"/>	Tab M: <i>(left intentionally blank)</i>
<input type="checkbox"/>	Tab N: Homeownership Plan
<input type="checkbox"/>	Tab O: Plan of Development Certification Letter
<input type="checkbox"/>	Tab P: Zero Energy or Passive House documentation for prior allocation by this developer
<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 Utility Allowance Calculation
<input type="checkbox"/>	Tab S: Supportive Housing Certification and/or Resident Well-being MOU
<input checked="" type="checkbox"/>	Tab T: Funding Documentation
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<input 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
<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

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/15/24

1. Development Name: Atlantic Boulevard Apartments
2. Address (line 1): Southwest Quadrant of Atlantic Blvd.  
 Address (line 2): & Magnolia Rd. Intersection  
 City: Sterling State: VA Zip: 20166
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: Latitude:  
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:  
 City/County of Loudoun County
5. The site overlaps one or more jurisdictional boundaries..... FALSE  
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 6116.01
7. Development is located in a **Qualified Census Tract**..... FALSE *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** ..... FALSE
10. Development is located in a **Revitalization Area designated by resolution** ..... TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a household poverty rate
 

	3%	10%	12%
	TRUE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 10
- Planning District: 8
- State Senate District: 32
- State House District: 27

14. Development Description: In the space provided below, give a brief description of the proposed development

Atlantic Boulevard is a proposed 80 unit new construction attainable community located in Loudoun County. The project will include a community center with kitchenette, business center, fitness center, and an automated package delivery center. Outdoor amenities include a 2,000 sq. ft. tot lot and a bicycle rack. The development will be primarily financed through 4% LIHTC and Tax-Exempt Bonds through Virginia Housing.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/15/24

15. 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 Mr. Tim Hemstreet
Chief Executive Officer's Title: County Administrator Phone: (703) 777-0200
Street Address: 1 Harrison Street, PO Box 7000
City: Leesburg State: VA Zip: 20177

Name and title of local official you have discussed this project with who could answer questions for the local CEO: John E. Hall, Director, Loudoun County Housing & Community Developme

- 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:

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

or

b. If requesting Tax Exempt Bond credits, select development type:

For Tax Exempt Bonds, where are bonds being issued?

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

**Skip to Number 4 below.**

**2. Type(s) of Allocation/Allocation Year**

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2024.

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, 2024, 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 2024 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:**

**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? ...

**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 to this 9% allocation request and the remaining development will be a 4% tax exempt bond ap

If true, provide name of companion development

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

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

Total Units within 9% allocation request?

Total Units within 4% Tax Exempt allocation Request?

Total Units:

% 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:**

**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 p due the Authority, including reservation fees and monitoring fees, by electronic payment.

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

**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.*

a. Owner Name: Atlantic Blvd Apartments, LLC

Developer Name: Green Street Housing, LLC & Good Works Development LP

Contact: M/M  Mr. First: Tom MI: J Last: Ayd

Address: 212 East Main Street, Suite 200

City: Salisbury St.  MD Zip: 21801

Phone: (443) 614-4976 Ext.          Fax:         

Email address: tom@greestreehousing.com

Federal I.D. No. 993948062 (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.  
Chase Powell, chase@greestreehousing.com, 443-783-8010

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

b. FALSE Indicate if at least one principal listed within Org Chart with an ownership interest of at least 25 the controlling general partner or managing member is a socially disadvantaged individual as defi in the manual.

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

**2. 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.

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.

FALSE 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.

**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: Purchase Contract

Expiration Date: 6/7/25

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..... 6/7/25 .
- 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: ATLANTICBLVDDOMINIONSTATION, LLC

Address: 22843 Angelique Drive

City: Brambleton St.: VA Zip: 20148

Contact Person: Sujith Maram Phone: (571) 464-4428

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

**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 Veteran as defined in manual.

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

1. Tax Attorney:	Allison Domson, Esq.	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600, Richmond, VA, 23218		
Email:	admonson@williamsmullen.com	Phone:	(804) 420-6915
2. Tax Accountant:	Todd Fentress	This is a Related Entity.	FALSE
Firm Name:	Eisner Advisory Group, LLC	DEI Designation?	FALSE
Address:	4249 Easton Way, Suite 210, Columbus, Oh 43219		
Email:	todd.fentress@eisneramper.com	Phone:	614-306-7824
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Ari Severe, President	This is a Related Entity.	FALSE
Firm Name:	TM Associates Management, Inc.	DEI Designation?	FALSE
Address:	1375 Piccard Drive, Suite 150, Rockville, MD 20850		
Email:	asevere@tmamgroup.com	Phone:	(240) 683-0300
5. Contractor:	Taylor Davis, President & COO	This is a Related Entity.	FALSE
Firm Name:	Morgan-Keller	DEI Designation?	FALSE
Address:	70 Thomas Johnson Drive, Suite 200, Frederick, MD 21702		
Email:	tdavis@morgankeller.com	Phone:	301-663-0626
6. Architect:	Fred LeGates, Senior Associate	This is a Related Entity.	FALSE
Firm Name:	Poole & Poole Architecture	DEI Designation?	FALSE
Address:	4240 Park Place Court, Glen Allen, VA 23060		
Email:	flegates@2pa.net	Phone:	(804) 225-0215
7. Real Estate Attorney:	Allison Domson, Esq.	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600, Richmond, VA 23218		
Email:	admonson@williamsmullen.com	Phone:	(804) 420-6915
8. Mortgage Banker:	Ryne Johnson, President	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Court, Midlothian, VA 23223		
Email:	rynejohnson@astoriallc.com	Phone:	(804) 320-0585
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, Unit by Unit Matrix 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 c **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..... **FALSE**
- 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 1 must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section 2 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 compliance period...
FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the 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)

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: [Redacted]

Name: [Redacted]

Contact Person: [Redacted]

Street Address: [Redacted]

City: [Redacted] State: [Redacted] Zip: [Redacted]

Phone: [Redacted] Contact Email: [Redacted]

G. NONPROFIT INVOLVEMENT

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

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

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

A. FALSE 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 using Virginia Housing's template. (TAB V) Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: [Redacted]

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

Name of Local Housing Authority [Redacted]

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) and contact Virginia Housing for a Pre-App

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

**H. STRUCTURE AND UNITS INFORMATION**

**# General Information**

a. Total number of <b>all</b> units in development	<u>80</u>	bedrooms	<u>137</u>
Total number of <b>rental</b> units in development	<u>80</u>	bedrooms	<u>137</u>
Number of low-income rental units	<u>80</u>	bedrooms	<u>137</u>
Percentage of rental units designated low-income	<u>100.00%</u>		
b. Number of new units:.....	<u>80</u>	bedrooms	<u>137</u>
Number of adaptive reuse units: .....	<u>0</u>	bedrooms	<u>0</u>
Number of rehab units:.....	<u>0</u>	bedrooms	<u>0</u>
c. If any, indicate number of planned exempt units (included in total of all units in development)	<u>0</u>		
d. Total Floor Area For The Entire Development.....	<u>91,729.00</u> (Sq. ft.)		
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	<u>0.00</u> (Sq. ft.)		
f. Nonresidential Commercial Floor Area (Not eligible for funding).....	<u>0.00</u>		
g. Total Usable Residential Heated Area.....	<u>91,729.00</u> (Sq. ft.)		
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .	<u>100.00%</u>		
i. Exact area of site in acres .....	<u>3.130</u>		
j. Locality has approved a final site plan or plan of development.....	<u>FALSE</u>		
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development.			
<b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....	<u>FALSE</u>		

**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**

- i. Roof Type ▶ Flat
- j. Construction Type ▶ Combination
- k. Primary Exterior Finish ▶ Fiber Cement Siding

**# Site Amenities (indicate all proposed)**

a. Business Center.....	TRUE	f. Limited Access.....	FALSE
b. Covered Parking.....	FALSE	g. Playground.....	TRUE
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 111  
 Parking is shared with another entity FALSE

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 s FALSE  
 If True, Provide required documentation (TAB K2).

**# 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% Application:
  - 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.

**J. ENHANCEMENTS**

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

- a. **New Construction:** must obtain 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. The HERS report should be completed for the whole development and not an individual unit.

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

**ACTION:** Provide RESNET rater certification of Development Plans (**TAB F**)

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

**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 with free WIFI access restricted to residents only.
- 25.00% b1. Percentage of brick covering the exterior walls.
- 75.00% 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).
- FALSE 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.
- FALSE f. *Not applicable for 2024 Cycles*
- FALSE g. Each unit is provided free individual broadband/high speed internet access.  
or  
*(both access point categories have a minimum upload/download speed per manual.)*
- FALSE 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.
- FALSE k. Cooking surfaces are equipped with fire prevention features as defined in the manual  
or
- FALSE l. Cooking surfaces are equipped with fire suppression features as defined in the manual
- 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.
- FALSE 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.
- 0% 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) - Provide documentation at **Tab F**.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear

J. ENHANCEMENTS

from face of building and a minimum size of 30 square feet.

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

**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 |
| <input type="checkbox"/> FALSE | Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at <b>Tab P.</b> See Manual for details and requirements. |                                |                         |

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

- |                               |  |
|-------------------------------|--|
| <input type="checkbox"/> TRUE | a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards. |
| <input type="checkbox"/> 80   | b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:                           |

100% of Total Rental Units

- 4.  FALSE 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 Heat Pump
- 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>FALSE</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	20	24	23	0
Air Conditioning	0	5	7	8	0
Cooking	0	4	5	5	0
Lighting	0	35	41	43	0
Hot Water	0	18	24	30	0
Water	0	21	31	41	0
Sewer	0	27	27	27	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$129	\$158	\$176	\$0

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

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. FALSE Local PHA
- e. TRUE Other Dominion Due Diligence GI

**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.

# **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 total 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 total 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.**

# **Special Housing Needs/Leasing Preference:**

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

- ####** Elderly (as defined by the United States Fair Housing Act.)
- ####** Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- ####** Supportive Housing (as described in the Tax Credit Manual)
- If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?

**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, Budget and Unit Delivery Schedule (**Mandatory if tenants are displ**)

**# 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: **Loudoun County DHCD**

Contact person: **John E. Hall**

Title: **Director, Loudoun DHCD**

Phone Number: **(703) 777-7000**

**Action:** Provide required notification documentation (**TAB L**)

b. Leasing preference will be given to individuals and families with children..... **FALSE**  
(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: **8**  
% of total Low Income Units **10%**

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

[Download Current CMA List from VirginiaHousing.com](#)

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

**# 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 total 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

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

First Name: **Denise**

Last Name: **Craft**

Phone Number: **(240) 683-0300** Email: **dcraft@tmamgroup.com**



**L. UNIT DETAILS**

**1. Set-Aside Election: UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEG**

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
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
80	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
80	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
80	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
80	100.00%	<b>Total</b>

b. Indicate that you are electing to receive points for the following deeper targets shown in the chart above and those targets will be reflected in the set-aside requirements within the Extended Use Agreement.

20-30% Levels  FALSE      40% Levels  FALSE      50% levels  FALSE

c. The development plans to utilize average income test  FALSE

**2. Unit Mix Grid 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	60% AMI	9		658.00	\$1,605.00	\$14,445
Mix 2	1 BR - 1 Bath	60% AMI	3	3	659.00	\$1,840.00	\$5,520
Mix 3	1 BR - 1 Bath	60% AMI	11		662.00	\$1,605.00	\$17,655
Mix 4	1 BR - 1 Bath	60% AMI	3		624.00	\$1,605.00	\$4,815
Mix 5	1 BR - 1 Bath	60% AMI	3		765.00	\$1,605.00	\$4,815
Mix 6	1 BR - 1 Bath	60% AMI	1		755.00	\$1,605.00	\$1,605
Mix 7	1 BR - 1 Bath	60% AMI	1		614.00	\$1,605.00	\$1,605
Mix 8	2 BR - 2 Bath	60% AMI	15		888.00	\$1,925.00	\$28,875
Mix 9	2 BR - 2 Bath	60% AMI	1		845.00	\$1,925.00	\$1,925

L. UNIT DETAILS

Mix 10	2 BR - 2 Bath	60% AMI	4		874.00	\$1,925.00	\$7,700
Mix 11	2 BR - 2 Bath	60% AMI	3	3	845.00	\$2,150.00	\$6,450
Mix 12	2 BR - 2 Bath	60% AMI	7		1044.00	\$1,925.00	\$13,475
Mix 13	2 BR - 2 Bath	60% AMI	3		1075.00	\$1,925.00	\$5,775
Mix 14	2 BR - 2 Bath	60% AMI	4		987.00	\$1,925.00	\$7,700
Mix 15	2 BR - 2 Bath	60% AMI	4		957.00	\$1,925.00	\$7,700
Mix 16	3 BR - 2 Bath	60% AMI	3		1112.00	\$2,220.00	\$6,660
Mix 17	3 BR - 2 Bath	60% AMI	3		1133.00	\$2,220.00	\$6,660
Mix 18	3 BR - 2 Bath	60% AMI	1	1	1087.00	\$2,725.00	\$2,725
Mix 19	3 BR - 2 Bath	60% AMI	1	1	1133.00	\$2,725.00	\$2,725
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
Mix 29							\$0
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Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0

**L. UNIT DETAILS**

Mix 66									\$0
Mix 67									\$0
Mix 68									\$0
Mix 69									\$0
Mix 70									\$0
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Mix 72									\$0
Mix 73									\$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
<b>TOTALS</b>			80	8					\$148,830

<b>Total</b>	<b>80</b>	<b>Net Rentable SF: TC Units</b>	<b>68,177.00</b>
<b>Units</b>		<b>MKT Units</b>	<b>0.00</b>
		<b>Total NR SF:</b>	<b>68,177.00</b>

**Floor Space Fraction (to 7 decimals) 100.00000%**

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing		\$3,000
2. Office Salaries		\$0
3. Office Supplies		\$3,500
4. Office/Model Apartment	(type _____ )	\$0
5. Management Fee		\$85,200
<u>5.00%</u> of EGI	<u>\$1,065.00</u> Per Unit	
6. Manager Salaries		\$75,000
7. Staff Unit (s)	(type _____ )	\$0
8. Legal		\$3,000
9. Auditing		\$8,000
## Bookkeeping/Accounting Fees		\$0
## Telephone & Answering Service		\$5,200
## Tax Credit Monitoring Fee		\$2,800
## Miscellaneous Administrative		\$8,400
<b>Total Administrative</b>		<b>\$194,100</b>

**Utilities**

## Fuel Oil		\$0
## Electricity		\$15,000
## Water		\$10,000
## Gas		\$0
## Sewer		\$10,000
<b>Total Utility</b>		<b>\$35,000</b>

**Operating:**

## Janitor/Cleaning Payroll		\$0
## Janitor/Cleaning Supplies		\$500
## Janitor/Cleaning Contract		\$5,600
## Exterminating		\$2,560
## Trash Removal		\$20,000
## Security Payroll/Contract		\$5,600
## Grounds Payroll		\$0
## Grounds Supplies		\$300
## Grounds Contract		\$15,000
## Maintenance/Repairs Payroll		\$65,000
## Repairs/Material		\$15,000
## Repairs Contract		\$10,000
## Elevator Maintenance/Contract		\$7,500
## Heating/Cooling Repairs & Maintenance		\$3,000
## Pool Maintenance/Contract/Staff		\$0
## Snow Removal		\$5,000
## Decorating/Payroll/Contract		\$7,500
## Decorating Supplies		\$0
## Miscellaneous		\$0
<b>Totals Operating &amp; Maintenance</b>		<b>\$162,560</b>

**M. OPERATING EXPENSES**

<b>Taxes &amp; Insurance</b>		
## Real Estate Taxes		\$157,000
## Payroll Taxes		\$16,800
## Miscellaneous Taxes/Licenses/Permits		\$3,000
## Property & Liability Insurance	\$500 per unit	\$40,000
## Fidelity Bond		\$100
## Workman's Compensation		\$1,500
## Health Insurance & Employee Benefits		\$16,800
## Other Insurance		\$0
<b>Total Taxes &amp; Insurance</b>		<b>\$235,200</b>
<b>Total Operating Expense</b>		<b>\$626,860</b>

<b>Total Operating Expenses Per Unit</b>	<u>\$7,836</u>	<b>C. Total Operating Expenses as % of</b>	<u>36.80%</u>
--	----------------	--	---------------

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const./Elderly Min \$24,000)

<b>Total Expenses</b>	<b>\$650,860</b>
-----------------------	------------------

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	4/19/24	G. Kimall Hart
b. Site Acquisition	3/7/25	Chase Powell
c. Zoning Approval	6/18/24	G. Kimball Hart
d. Site Plan Approval	1/14/25	G. Kimball Hart
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	10/3/24	Chase Powell
ii. Conditional Commitment	1/24/25	Chase Powell
iii. Firm Commitment	2/2/25	Chase Powell
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	10/3/24	Chase Powell
ii. Conditional Commitment	1/24/25	Chase Powell
iii. Firm Commitment	2/2/25	Chase Powell
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	4/5/24	Chase Powell
ii. Conditional Commitment	4/5/24	Chase Powell
iii. Firm Commitment	6/18/24	Chase Powell
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>	3/25/24	Allison Domson
<b>3. IRS Approval of Nonprofit Status</b>		
<b>4. Closing and Transfer of Property to Owner</b>	3/7/25	Chase Powell
<b>5. Plans and Specifications, Working Drawings</b>	10/3/24	Chase Powell
<b>6. Building Permit Issued by Local Government</b>	1/14/25	Chase Powell
<b>7. Start Construction</b>	4/1/25	Chase Powell
<b>8. Begin Lease-up</b>	4/30/26	Chase Powell
<b>9. Complete Construction</b>	4/30/26	Chase Powell
<b>10. Complete Lease-Up</b>	9/30/26	Chase Powell
<b>11. Credit Placed in Service Date</b>	9/30/26	Chase Powell

**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

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.

<u>Must Use Whole Numbers Only!</u>	(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"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	18,070,045	0	18,070,045	0
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
<b>Total Structure</b>	18,070,045	0	18,070,045	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
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	0	0	0	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	0	0	0	0
<b>Total Structure and Land</b>	18,070,045	0	18,070,045	0
r. General Requirements	1,084,203	0	1,084,203	0
s. Builder's Overhead ( 2.0% Contract)	361,400	0	361,400	0
t. Builder's Profit ( 6.0% Contract)	1,084,203	0	1,084,203	0
u. Bonds	0	0	0	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: Hard Cost Contingency	1,029,994	0	1,029,994	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$21,629,845</b>	<b>\$0</b>	<b>\$21,629,845</b>	<b>\$0</b>

**Construction cost per unit: \$270,373.06**

**MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$2,529,806**

**ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$2,529,806**

**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

MUST USE WHOLE NUMBERS ONLY!	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"
<b>2. Owner Costs</b>					
a.	Building Permit	139,096	0	139,096	0
b.	Architecture/Engineering Design Fee \$3,750 /Unit)	300,000	0	300,000	0
c.	Architecture Supervision Fee \$1,378 /Unit)	110,250	0	110,250	0
d.	Tap Fees	1,100,000	0	1,100,000	0
e.	Environmental	10,000	0	10,000	0
f.	Soil Borings	30,000	0	30,000	0
g.	Green Building (Earthcraft, LEED, etc.)	44,600	0	44,600	0
h.	Appraisal	10,000	0	10,000	0
i.	Market Study	10,000	0	10,000	0
j.	Site Engineering / Survey	250,000	0	250,000	0
k.	Construction/Development Mgt	0	0	0	0
l.	Structural/Mechanical Study	50,000	0	50,000	0
m.	Construction Loan Origination Fee	260,000	0	54,600	0
n.	Construction Interest ( 2.1% fo 24 months)	760,000	0	380,000	0
o.	Taxes During Construction	157,000	0	0	0
p.	Insurance During Construction	40,000	0	0	0
q.	Permanent Loan Fee ( 0.0% )	0			
r.	Other Permanent Loan Fees	0			
s.	Letter of Credit	50,000	0	0	0
t.	Cost Certification Fee	21,000	0	15,000	0
u.	Accounting	10,000	0	10,000	0
v.	Title and Recording	100,000	0	50,000	0
w.	Legal Fees for Closing	180,000	0	90,000	0
x.	Mortgage Banker	145,900	0	31,000	0
y.	Tax Credit Fee	78,039			
z.	Tenant Relocation	0			
aa.	Fixtures, Furnitures and Equipment	300,000	0	300,000	0
ab.	Organization Costs	0			
ac.	Operating Reserve	782,990			
ad.	Contingency	100,000			
ae.	Security	25,000	0	25,000	0
af.	Utilities	15,000	0	15,000	0

**O. PROJECT BUDGET - OWNER COSTS**

ag. Supportive Service Reserves	0			
(1) Other* specify Marketing	28,000	0	0	0
(2) Other* specify Construction Inspection	50,000	0	50,000	0
(3) Other* specify Syndication Fee	50,000	0	0	0
(4) Other* specify Lease Up Reserve	80,000	0	0	0
(5) Other* specify VHDA Out of Balance	50,000	0	0	0
(6) Other* specify Tenant Services Reserve	250,000	0	0	0
(7) Other* specify Unsecured GAP Loan Fe	28,000	0	0	0
(8) Other* specify	0	0	0	0
(9) Other* specify	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$5,614,875	\$0	\$3,074,546	\$0
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$27,244,720	\$0	\$24,704,391	\$0
<b>3. Developer's Fees</b>	2,809,578	0	2,809,578	
<b>4. Owner's Acquisition Costs</b>				
Land	2,500,000			
Existing Improvements	0	0		
Subtotal 4:	\$2,500,000	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$32,554,298	\$0	\$27,513,969	\$0

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:** \$2,809,578

Proposed Development's Cost per Sq Foot \$328 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$520

Proposed Development's Cost per Unit \$375,679 **Meets Limits**  
 Applicable Cost Limit per Unit: \$550,481

**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	
<b>1. Total Development Costs</b>	32,554,298	0	27,513,969	0

**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	27,513,969	0
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**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	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0

<b>Total Adjusted Eligible basis</b>	27,513,969	0
--------------------------------------	------------	---

**5. Applicable Fraction**

100.00000%	100.00000%	100.00000%
------------	------------	------------

**6. Total Qualified Basis**  
(Eligible Basis x Applicable Fraction)

0	27,513,969	0
---	------------	---

**7. Applicable Percentage**

4.00%	4.00%	9.00%
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**8. Maximum Allowable Credit under IRC §42**

(Qualified Basis x Applicable Percentage)	\$0	\$1,100,559	\$0
(Must be same as BIN total and equal to or less than credit amount allowed)	\$1,100,559 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. VHDA Long Term Bond			\$14,590,000	
2. Short Term Bond			\$1,935,000	
3.				
Total Construction Funding:			\$16,525,000	

**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	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. VHDA Tax-Exempt			\$8,800,000	\$577,368	5.65%	35	35
2. VHDA Reach			\$4,400,000	\$232,204	3.95%	35	35
3. VHDA Reach +			\$2,000,000	\$105,547	3.95%	35	35
4. Loudoun HTF			\$6,336,829			35	35
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$21,536,829	\$915,119			

**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. Loudoun County Fee Waiver			\$100,000	
2.				
3.				
4.				
5.				
6.				

**Q. SOURCES OF FUNDS**

Total Permanent Grants: \$100,000

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	Loudoun County B&D Fee Waiver		\$100,000
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$100,000

**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

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	#####
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	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	\$6,336,829
	Loudoun HTF	
l.	Other:	
	Amazon REACH	

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	\$100,000
e.	Other:	

\*This means grants to the partnership. If you received a loan financed by a locality which received one of the

**Q. SOURCES OF FUNDS**

listed grants, please list it in the appropriate loan column as "other" and describe the applicable grant program which funded it.

**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: **55.06%**

7. Some of the development's financing has credit enhancements..... **FALSE**

If **True**, list which financing and describe the credit enhancement:

[Empty text box for credit enhancement details]

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

a. **FALSE** 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 [Empty text box]

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. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)			
Amount of State HOTC	\$0	x Equity \$	\$0.000 = \$0
c. Equity that Sponsor will Fund:			
i. Cash Investment	\$0		
ii. Contributed Land/Building	\$0		
iii. Deferred Developer Fee	\$1,342,606	(Note: Deferred Developer Fee cannot be negative.)	
iv. 45L Credit Equity	\$0		
v. Other:	\$0		
<b>ACTION:</b> If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at <b>TAB A</b> .			
<b>Equity Total</b>	<b>\$1,342,606</b>		

**2. Equity Gap Calculation**

a. Total Development Cost	\$32,554,298
b. Total of Permanent Funding, Grants and Equity	- \$22,979,435
c. Equity Gap	\$9,574,863
d. Developer Equity	- \$957
e. Equity gap to be funded with low-income tax credit proceeds	\$9,573,906

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator:	▶ Hudson Housing Capital		
Contact Person:	Kimmel Cameron	Phone:	
Street Address:	630 Fifth Avenue, Rockefeller Center, 28th Floor		
City:	New York	State:	NY
		Zip:	10111
b. Syndication Equity			
i. Anticipated Annual Credits	\$1,100,559.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.870		
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	\$1,100,449		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$9,573,906		
c. Syndication: Private			
d. Investors: Corporate			

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs	\$9,573,906
---	-------------

**5. Net Equity Factor**

Must be equal to or greater than 85%	87.0000016932%
--------------------------------------	----------------

**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>\$32,554,298</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$22,979,435</u>
3. Equals Equity Gap		<u>\$9,574,863</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>87.0000016932%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$11,005,589</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,100,559</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,100,559</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$1,100,559</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$13,756.9875</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$8,033.2774</u>	
		<b>\$1,100,559</b>

9. **Action:** Provide Attorney’s Opinion using Virginia Housing template (**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	\$148,830
Plus Other Income Source (list) _____	\$588
Equals Total Monthly Income:	<u>\$149,418</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$1,793,016</u>
Less Vacancy Allowance <u>5.0%</u>	<u>\$89,651</u>
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b><u>\$1,703,365</u></b>

**Warning: Documentation must be submitted to support vacancy rate of less than 7%.**

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

Total Monthly Income for Market Rate Units:	\$0
Plus Other Income Source (list) _____	\$0
Equals Total Monthly Income:	<u>\$0</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$0</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$0</u>
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>	<b><u>\$0</u></b>

**Action:** Provide documentation in support of Operating Budget (**TAB R**)

**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	<u>\$1,703,365</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$1,703,365</u>
d. Total Expenses	<u>\$650,860</u>
e. Net Operating Income	<u>\$1,052,505</u>
f. Total Annual Debt Service	<u>\$915,119</u>
g. Cash Flow Available for Distribution	<u>\$137,386</u>

**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
<b>Eff. Gross Income</b>	1,703,365	1,737,433	1,772,181	1,807,625	1,843,777
<b>Less Oper. Expenses</b>	650,860	670,386	690,497	711,212	732,549
<b>Net Income</b>	1,052,505	1,067,047	1,081,684	1,096,412	1,111,229
<b>Less Debt Service</b>	915,119	915,119	915,119	915,119	915,119
<b>Cash Flow</b>	137,386	151,928	166,565	181,293	196,110
<b>Debt Coverage Ratio</b>	1.15	1.17	1.18	1.20	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	1,880,653	1,918,266	1,956,631	1,995,764	2,035,679
<b>Less Oper. Expenses</b>	754,525	777,161	800,476	824,490	849,225
<b>Net Income</b>	1,126,128	1,141,105	1,156,155	1,171,274	1,186,454
<b>Less Debt Service</b>	915,119	915,119	915,119	915,119	915,119
<b>Cash Flow</b>	211,009	225,986	241,036	256,155	271,335
<b>Debt Coverage Ratio</b>	1.23	1.25	1.26	1.28	1.30

	Year 11	Year 12	Year 13	Year 14	Year 15
<b>Eff. Gross Income</b>	2,076,393	2,117,921	2,160,279	2,203,485	2,247,554
<b>Less Oper. Expenses</b>	874,701	900,942	927,971	955,810	984,484
<b>Net Income</b>	1,201,691	1,216,978	1,232,308	1,247,675	1,263,070
<b>Less Debt Service</b>	915,119	915,119	915,119	915,119	915,119
<b>Cash Flow</b>	286,572	301,859	317,189	332,556	347,951
<b>Debt Coverage Ratio</b>	1.31	1.33	1.35	1.36	1.38

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**

Number of BINS:	1
-----------------	---

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).

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

Please help us with the process:  
**DO NOT use the CUT feature**  
**DO NOT SKIP LINES BETWEEN BUILDINGS**

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						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.		80		Atlantc Blvd & Magnolia Rd		Sterling	VA	20166	\$0	09/30/26	4.00%	\$0	\$27,513,969	09/30/26	4.00%	\$1,100,559				\$0
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

80 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

#####

\$0

\$0

\$1,100,559

\$0

Number of BINS: 1

**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:

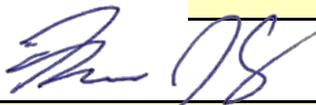
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia 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 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 Atlantic Blvd Apartments, LLC

By:   
Its: Co-Manager, Atlantic BLVD Apartments MM,  
(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:	Michael R. Poole
Virginia License#:	0401011493
Architecture Firm or Company:	Poole & Poole Architecture, LLC

By: 

Its: 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:**

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
<b>Total:</b>			<b>0.00</b>

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			<b>15.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.50
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.31%	Up to 40	0.61
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
<b>Total:</b>			<b>65.11</b>

**3. DEVELOPMENT CHARACTERISTICS:**

a. Enhancements (See calculations below)			51.00
--	--	--	-------

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	N	0, 10 or 20	0.00
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	8.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>134.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$152,100	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	10.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60%	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			<u>0.00</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 - uncorrected 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. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>20.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	89.00
b. Cost per unit		Up to 100	73.98
Total:			<u>162.98</u>

7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	N	0 or 60	0.00
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	N	0 or 10	0.00
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	<u>5.00</u>
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	<u>0.00</u>
Total:			<u><u>5.00</u></u>

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

**TOTAL SCORE:** **402.09**

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance material	40	30.00
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	0.00
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	0.00
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	0.00
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	0.00
s. New Construction: Balcony or patio	4	0.00
		<u><u>51.00</u></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><u>0.00</u></u>

**Total amenities:** **51.00**

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance material	40	30.00
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	0.00
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	0.00
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	0.00
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	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>51.00</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: 51.00**

X. Development Summary

Summary Information 2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Atlantic Boulevard Apartments

Cycle Type: 4% Tax Exempt Bonds Credits Requested Credit Amount: \$1,100,559  
 Allocation Type: New Construction Jurisdiction: Loudoun County  
 Total Units: 80 Population Target: General  
 Total LI Units: 80  
 Project Gross Sq Ft: 91,729.00 Owner Contact: Tom Ayd  
 Green Certified? TRUE

**Total Score**  
392.09

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$21,536,829	\$269,210	\$235	\$915,119
Grants	\$100,000	\$1,250		
Subsidized Funding	\$100,000	\$1,250		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$18,070,045	\$225,876	\$197	55.51%
General Req/Overhead/Profit	\$2,529,807	\$31,623	\$28	7.77%
Other Contract Costs	\$1,029,993	\$12,875	\$11	3.16%
Owner Costs	\$5,614,875	\$70,186	\$61	17.25%
Acquisition	\$2,500,000	\$31,250	\$27	7.68%
Developer Fee	\$2,809,578	\$35,120	\$31	8.63%
<b>Total Uses</b>	<b>\$32,554,298</b>	<b>\$406,929</b>		

Total Development Costs	
Total Improvements	\$27,244,720
Land Acquisition	\$2,500,000
Developer Fee	\$2,809,578
<b>Total Development Costs</b>	<b>\$32,554,298</b>

Proposed Cost Limit/Sq Ft: \$328  
 Applicable Cost Limit/Sq Ft: \$520  
 Proposed Cost Limit/Unit: \$375,679  
 Applicable Cost Limit/Unit: \$550,481

Income		
Gross Potential Income - LI Units		\$1,793,016
Gross Potential Income - Mkt Unit:		\$0
Subtotal		\$1,793,016
Less Vacancy %	5.00%	\$89,651
<b>Effective Gross Income</b>		<b>\$1,703,365</b>

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	31
# of 2BR	41
# of 3BR	8
# of 4+ BR	0
<b>Total Units</b>	<b>80</b>

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$194,100	\$2,426
Utilities	\$35,000	\$438
Operating & Maintenance	\$162,560	\$2,032
Taxes & Insurance	\$235,200	\$2,940
<b>Total Operating Expenses</b>	<b>\$626,860</b>	<b>\$7,836</b>
Replacement Reserves	\$24,000	\$300
<b>Total Expenses</b>	<b>\$650,860</b>	<b>\$8,136</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	80	80
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$1,703,365
Total Expenses	\$650,860
<b>Net Income</b>	<b>\$1,052,505</b>
Debt Service	\$915,119
<b>Debt Coverage Ratio (YR1):</b>	<b>1.15</b>

Income Averaging? FALSE

Extended Use Restriction? 30

**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	\$1,100,559
Credit Requested	\$1,100,559
% of Savings	0.00%
Sliding Scale Points	89

**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.

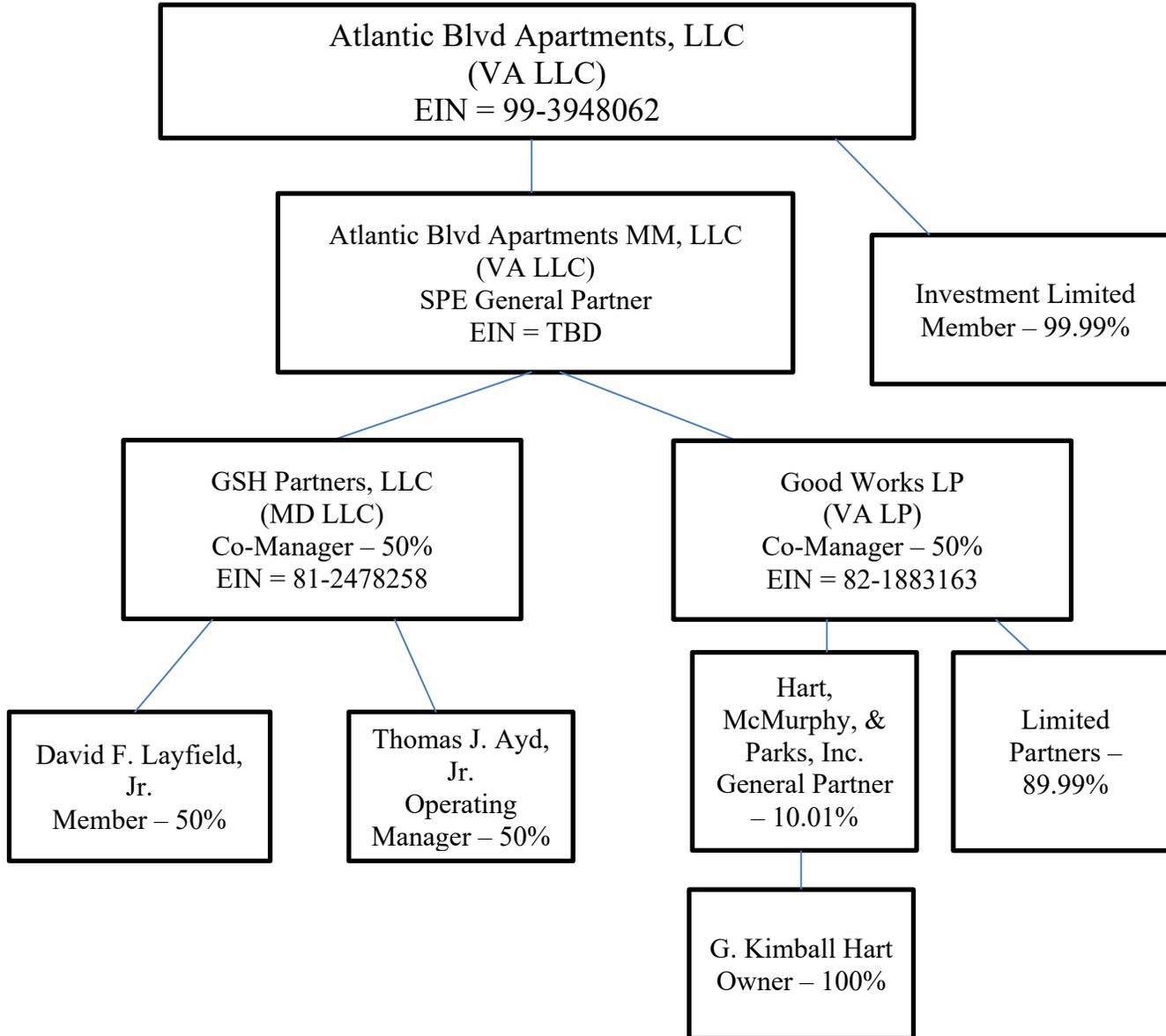
Total Costs Less Acquisition	\$30,054,298
Total Square Feet	91,729.00
Proposed Cost per SqFt	\$327.64
Applicable Cost Limit per Sq I	\$520.00
% of Savings	36.99%
Total Units	80
Proposed Cost per Unit	\$375,679
Applicable Cost Limit per Uni	\$550,481
% of Savings	31.75%
Max % of Savings	36.99%
Sliding Scale Points	73.98



# Tab A:

Organizational Documents, developer fee agreement and Org Chart for this deal  
(MANDATORY)

**ORGANIZATIONAL CHART FOR ATLANTIC BLVD APARTMENTS, LLC**



## Limited Liability Company - Articles of Amendment - Name Change

### Entity Information

Entity Name: Atlantic BLVD Apartments, LLC                      Entity Type: Limited Liability Company  
Entity ID: 11674745    Formation Date: 03/25/2024  
Status: Active

### Name Change

Entity Name: Atlantic Blvd Apartments, LLC

### Adoption and Vote

#### Date of Adoption

Date Articles were adopted: 04/01/2024

By the managers in accordance with the VA LLC Act.

### Signature Information

Date Signed: 04/01/2024

Executed in the name of the limited liability company by:

Printed Name	Signature	Title
Allison T. Domson	Allison T. Domson	Organizer

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

AT RICHMOND, APRIL 1, 2024

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

Atlantic Blvd Apartments, LLC

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

**CERTIFICATE OF AMENDMENT**

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective April 1, 2024.

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

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**OPERATING AGREEMENT**  
**OF**  
**ATLANTIC BLVD APARTMENTS, LLC**

**APRIL 1, 2024**

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## Operating Agreement

This Operating Agreement, dated effective as of April 1, 2024 (the “Operating Agreement”) is made by **ATLANTIC BLVD APARTMENTS MM, LLC**, a Virginia limited liability company (the “Member”) as the sole member of **ATLANTIC BLVD APARTMENTS, LLC**, a Virginia limited liability company (the “Company”), to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

### Section 1 Organization and Purpose

1.01 *Formation of Company.* The Member has caused the Company to be organized as a limited liability company under the Virginia Limited Liability Company Act, Virginia Code §13.1-100, *et seq.* (the “Act”). The Articles of Organization of the Company (the “Articles”) were filed with the Virginia State Corporation Commission and a Certificate of Organization was issued on March 25, 2024, as amended on April 1, 2024.

1.02 *Capital Contributions; Sole Member.* The Member has agreed to make the contributions to the capital of the Company set forth on Exhibit A. In exchange for such capital contributions, the Member shall receive membership interests in the Company set forth on Exhibit A.

1.03 *Purpose.* The Company was organized to develop, redevelop, construct, own, operate, and finance multifamily, income-restricted apartments on a site in Loudoun County, Virginia, and all lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated in this Operating Agreement. The Company may also pursue any other lawful activity that is approved by the Member.

1.04 *Registered Agent.* As of the date of this Agreement, the address of the Company’s registered office is 7288 Hanover Green Drive, Suite A, Mechanicsville, Virginia 23111, and its registered agent is Incorp. Services, Inc. The sole duty of the registered agent shall be to forward to the Company at its principal office and place of business any notice that is served on it.

### Section 2 Management

2.01 *Manager.* The business and affairs of the Company shall be managed under the direction of one or more Managers. The initial Manager shall be the sole Member. Any Manager may be removed at any time, with or without cause, and a new Manager may be appointed, at the sole discretion of the Member.

2.02 *Management of the Company.*

(a) The Manager shall have the right to manage the business of the Company and to make decisions regarding the business of the Company. The Manager may delegate prescribed functions to any employee, agent, or consultant.

(b) The Manager is granted the right, power, and authority to do in the name of, and on behalf of, the Company all things that, in the Manager's sole judgment, are necessary, proper, or desirable to carry out the purposes of the Company, including, but not limited to, the right, power, and authority to enter into any kind of contract or activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, so long as those activities and contracts may be lawfully carried on or performed by a limited liability company under applicable laws and regulations.

(c) All actions taken by the Manager on behalf of the Company from the date of its organization to the date of this Operating Agreement are ratified and confirmed.

2.03 *Compensation and Reimbursements.*

(a) The compensation, if any, of the Manager shall be fixed from time to time by the Member, and no Manager shall be prevented from receiving such compensation by reason of the fact that he or she is also the Member of the Company. The amount of any such management fee, or other compensation, shall be determined in accordance with the services provided by the Manager and the duties performed for the Company.

(b) The Manager shall receive reimbursement for expenses reasonably incurred in the performance of his duties. No Manager shall be prevented from receiving such reimbursement by reason of the fact that he or she is also the Member of the Company.

**Section 3**  
**Member Meetings**

3.01 *Annual Meetings.* An annual meeting shall be held once per year at a location and on a date selected by the Manager for the purpose of the transaction of such business as may come property before the meeting.

3.02 *Special Meetings.* A meeting of the Member, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager or Member at any time.

3.03 *Notice of Meetings.* Written notice stating the place, day, and hour of any meeting and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 2 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Manager calling the meeting, to the Member.

**Section 4**  
**Capital Contributions and Distributions**

4.01 *Member's Capital Contributions.*

(a) *Initial Capital Contributions.* The initial capital contributions to the Company by the Member shall be as set forth on Exhibit A.

(b) *Additional Capital Contributions.* Additional Capital Contributions shall be made at such times and in such amounts as the Member shall determine in its sole discretion.

4.02 *Distributions.* Distributions shall be made by the Company to the Member at such times as the Member shall determine in its sole discretion.

4.03 *Loans to Company.* Nothing in this Operating Agreement shall prevent the Members from making secured or unsecured loans to the Company by agreement with the Company.

**Section 5**  
**Tax Matters**

*Tax Status.* It is intended that the Company be treated as a single member entity within the meaning of Section 301.7701-2(c)(2) of the Treasury Regulations and, accordingly, disregarded as a separate entity for tax purposes.

**Section 6**  
**Dissolution and Termination**

6.01 *Events of Dissolution.* The Company shall be dissolved upon the occurrence of any of the following events:

- (a) The determination in writing of the Member;
- (b) As otherwise required by Virginia law.

6.02 *Liquidation.* Upon the dissolution of the Company, it shall wind up its affairs by either or a combination of both of the following methods as the Manager (or if there is no Manager such person as determined by the Member) shall, in its sole discretion, determine:

(a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Member in satisfaction of its interest in the Company; and/or,

(b) Distributing the Company's assets to the Member in kind, subject to its liabilities, in satisfaction of his interest in the Company.

6.03 *Orderly Liquidation.* A reasonable time as determined by the Manager (or the person or persons carrying out the liquidation) not to exceed 18 months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

6.04 *Distributions.* Upon dissolution, the Company's assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company (including but not limited to loans made by the Member) and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves which the Manager (or the person or persons carrying out the liquidation) deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Manager (or the person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed 18 months, the Manager shall distribute the balance thereof in the manner provided in the following subparagraph, then

(c) Third, to the Member.

6.05 *Certificate of Cancellation.*

(a) Within a reasonable time following the completion of the liquidation of the Company, there shall be supplied to the Member a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation. Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Members shall execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

(b) Upon the issuance of the filing of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act.

## **Section 7 Notices**

7.01 *Form; Delivery.* Whenever, under the provisions of the Act or other law, the Articles or this Operating Agreement, notice is required hereunder to be given to any person or entity, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to the Company at its

principal office from time to time and to any other person or entity, at his address as it appears on the records of the Company, with postage paid thereon prepaid. Any such notice shall be deemed to have been given at the time it is deposited, postage prepaid, in the United States mail. Notice to a person may also be given personally or by electronic mail sent to his electronic mail address as it appears on the records of the Company.

7.02 *Waiver.* Whenever any notice is required to be given under the provisions of law, the Articles or this Operating Agreement, a written waiver thereof, signed by the person or persons entitled to said notice and filed with the records of the meeting, whether before or after the time stated therein, shall be conclusively deemed to be equivalent to such notice.

## **Section 8 Miscellaneous Provisions**

8.01 *Bank Accounts.* The Company shall maintain such bank accounts as the Manager may determine to be appropriate from time to time.

8.02 *Books of Account and Records.* Proper and complete records and books of account shall be kept or shall be caused to be kept by the Manager in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to inspection and examination of the Member or his duly authorized representatives during reasonable business hours.

8.03 *Application of Virginia Law.* This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

8.04 *Amendments.* Any amendment to this Operating Agreement may be adopted by the Member. An amendment shall become effective at such time as it has been adopted by the Member.

8.05 *Construction.* Whether the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

8.06 *Headings.* The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

8.07 *Waivers.* The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

8.08 *Rights and Remedies Cumulative.* The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

8.09 *Severability.* If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

8.10 *Heirs, Successors and Assigns.* Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors, and assigns.

8.11 *Creditors and Third-Party Beneficiaries.* None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company. The specific intent of the undersigned is that there shall be no third-party beneficiaries of this Operating Agreement.

8.12 *Counterparts.* This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

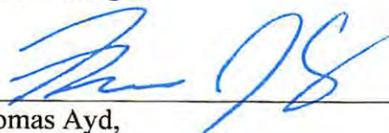
[SIGNATURE PAGE FOLLOWS]

The undersigned, being the sole Member of the Company, hereby agrees, acknowledges, and certifies that the foregoing Operating Agreement, including any schedules and exhibits hereto, constitutes the sole and entire Operating Agreement of ATLANTIC BLVD APARTMENTS, LLC, adopted as of the date first written above.

MEMBER:

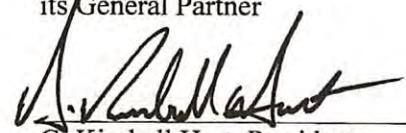
ATLANTIC BLVD APARTMENTS MM LLC,  
a Virginia limited liability company

By: GSH PARTNERS, LLC,  
a Maryland limited liability company,  
its Co-Manager

By:   
\_\_\_\_\_  
Thomas Ayd,  
its Operating Manager

By: GOOD WORKS LP  
a Virginia limited partnership,  
its Co-Manager

By: Hart, McMurphy & Parks, Inc.,  
its General Partner

By:   
\_\_\_\_\_  
G. Kimball Hart, President

**EXHIBIT A**

TO OPERATING AGREEMENT OF ATLANTIC BLVD APARTMENTS, LLC

**Member's Name, Address, Membership Interests  
and Initial Capital Contributions**

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>Membership Interest</u></b>	<b><u>Initial Capital Contributions</u></b>
Atlantic BLVD Apartments MM, LLC \$100.00	212 E. Main St.  Suite 200 Salisbury, MD 21801	100%	
Total		100%	\$100.00

# Tab B:

## Virginia State Corporation Commission Certification (MANDATORY)

## Limited Liability Company - Articles of Amendment - Name Change

### Entity Information

Entity Name: Atlantic BLVD Apartments, LLC                      Entity Type: Limited Liability Company  
Entity ID: 11674745    Formation Date: 03/25/2024  
Status: Active

### Name Change

Entity Name: Atlantic Blvd Apartments, LLC

### Adoption and Vote

#### Date of Adoption

Date Articles were adopted: 04/01/2024

By the managers in accordance with the VA LLC Act.

### Signature Information

Date Signed: 04/01/2024

Executed in the name of the limited liability company by:

Printed Name	Signature	Title
Allison T. Domson	Allison T. Domson	Organizer

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

AT RICHMOND, APRIL 1, 2024

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

Atlantic Blvd Apartments, LLC

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

**CERTIFICATE OF AMENDMENT**

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective April 1, 2024.

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

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Atlantic Blvd Apartments, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on March 25, 2024; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

April 3, 2024

A handwritten signature in cursive script, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name: **Atlantic Boulevard Apartments**

Name of Applicant (entity): **Atlantic Blvd Apartments, LLC**

The undersigned, being duly authorized to sign on behalf of the Applicant, provide this Certification with the understanding that Virginia Housing intends to rely upon the statements made herein for the purpose of awarding and allocating federal low-income housing tax credits.

The following terms shall be defined as follows for the purpose of this Certification:

- "Principal" has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification.
- "Participant" means the Principals of the Owner who will participate in the ownership of the Development identified above and includes Principals who may not be required to be individually listed within a Schedule A attached hereto.

Accordingly, I **hereby certify the following:**

1. All the statements made within this Certification 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, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.

5. 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 such property.
7. None of the Participants has been convicted of a felony and is not presently 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.
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 Virginia Housing employee.
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 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 of the owner of 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.

A handwritten signature in blue ink, appearing to read 'Thomas J. Ayd, Jr.', written in a cursive style.

Signature

Thomas J. Ayd, Jr.

Printed Name

7/9/2024

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



## Previous Participation Certification

Development Name: **Atlantic Boulevard Apartments**

Name of Applicant (entity): **Atlantic Blvd Apartments, LLC**

The undersigned, being duly authorized to sign on behalf of the Applicant, provide this Certification with the understanding that Virginia Housing intends to rely upon the statements made herein for the purpose of awarding and allocating federal low-income housing tax credits.

The following terms shall be defined as follows for the purpose of this Certification:

- "Principal" has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification.
- "Participant" means the Principals of the Owner who will participate in the ownership of the Development identified above and includes Principals who may not be required to be individually listed within a Schedule A attached hereto.

Accordingly, I **hereby certify the following:**

1. All the statements made within this Certification 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, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.

5. 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 such property.
7. None of the Participants has been convicted of a felony and is not presently 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.
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 Virginia Housing employee.
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 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 of the owner of 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

David F. Layfield, Jr.

Printed Name

7/9/2024

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



## Previous Participation Certification

Development Name: **Atlantic Boulevard Apartments**

Name of Applicant (entity): **Atlantic Blvd Apartments, LLC**

The undersigned, being duly authorized to sign on behalf of the Applicant, provide this Certification with the understanding that Virginia Housing intends to rely upon the statements made herein for the purpose of awarding and allocating federal low-income housing tax credits.

The following terms shall be defined as follows for the purpose of this Certification:

- "Principal" has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification.
- "Participant" means the Principals of the Owner who will participate in the ownership of the Development identified above and includes Principals who may not be required to be individually listed within a Schedule A attached hereto.

Accordingly, I **hereby certify the following:**

1. All the statements made within this Certification 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, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.

5. 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 such property.
7. None of the Participants has been convicted of a felony and is not presently 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.
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 Virginia Housing employee.
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 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 of the owner of 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

G. Kimball Hart

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: Atlantic Boulevard Apartments

Name of Applicant: Atlantic Blvd Apartments, LLC

**INSTRUCTIONS:**

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Thomas J. Ayd, Jr. 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"
1	Hollybrook Farms Apartments Laurel, DE	Holly Brook Farms, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	124	124	2010	2010	N
2	Seaford Apartments Seaford, DE	Seaford Family, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	37	37	2011	2011	N
3	Greenside Manor Seaford, DE	Greenside Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	40	40	2012	2012	N
4	Heron Run Apartments Smyrna, DE	Heron Run Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	40	40	2013	2013	N
5	Samuel Chase Apartments Princess Anne, MD	Samuel Chase Associates, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	60	60	2015	2016	N
6	McKee Branch Dover, DE	McKee Branch Associates, LP 977 E Masten Circle Milford, DE	Y	66	66	2014	2014	N
7	Greenwood Village Cambridge, MD	Greenwood Village Preservation, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	20	20	2018	2019	N
8	Chestertown Cove Chestertown, MD	Chestertown Cove Preservation, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	32	32	2018	2019	N
9	Brookside Station Edgewood, MD	Brookside Station, LLC 410 Severn Ave. Ste. B-413 Annapolis, MD	Y	56	56	2018	2019	N
10	Village at Iron Branch Millsboro, DE	Iron Branch Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	38	38	2019	2020	N
11	Lex Woods Apartments Lexington Park, MD	Lex Woods Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	76	76	2019	2020	N

## List of LIHTC Developments (Schedule A)

12	Villages at Slippery Hill I Queenstown, MD	Slippery Hill I, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	66	66	2020	2021	N
13	Spring School Apartments Elkton/Port Deposit, MD	Spring School Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	69	69	2020	TBD	N
14	Carrolltowne Village Sykesville, MD	Carrolltowne Village Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	40	40	2020	2021	N
15	Pinecrest Apartments Bedford, VA	Pinecrest Preservation, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	64	64	2021	2021	N
16	Fairview Apartments Rising Sun, MD	Fairview Preservation, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	75	75	2021	TBD	N
17	Brookmeadow Apartments Chestertown, MD	Brookmeadow Preservation, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	67	67	2022	2022	N
18	Village at Blenheim Run Havre De Grace, MD	Blenheim Run I, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	51	51	2023	2023	N
19	Waxpool Apartments Ashburn, VA	Waxpool Apartments, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	52	52	2024		
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\* 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:** 1,073 1,073

**LIHTC as % of**  
**100% Total Units**

# List of LIHTC Developments (Schedule A)



Development Name: Atlantic Boulevard Apartments

Name of Applicant: Atlantic Blvd Apartments, LLC

**INSTRUCTIONS:**

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: David F. Layfield, Jr. 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"
1	Hollybrook Farms Apartments Laurel, DE	Holly Brook Farms, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	124	124	2010	2010	N
2	Seaford Apartments Seaford, DE	Seaford Family, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	37	37	2011	2011	N
3	Greenside Manor Seaford, DE	Greenside Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	40	40	2012	2012	N
4	Heron Run Apartments Smyrna, DE	Heron Run Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	40	40	2013	2013	N
5	Samuel Chase Apartments Princess Anne, MD	Samuel Chase Associates, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	60	60	2015	2016	N
6	McKee Branch Dover, DE	McKee Branch Associates, LP 977 E Masten Circle Milford, DE	Y	66	66	2014	2014	N
7	Greenwood Village Cambridge, MD	Greenwood Village Preservation, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	20	20	2018	2019	N
8	Chestertown Cove Chestertown, MD	Chestertown Cove Preservation, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	32	32	2018	2019	N
9	Brookside Station Edgewood, MD	Brookside Station, LLC 410 Severn Ave. Ste. B-413 Annapolis, MD	Y	56	56	2018	2019	N
10	Village at Iron Branch Millsboro, DE	Iron Branch Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	38	38	2019	2020	N
11	Lex Woods Apartments Lexington Park, MD	Lex Woods Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	76	76	2019	2020	N

## List of LIHTC Developments (Schedule A)

12	Villages at Slippery Hill I Queenstown, MD	Slippery Hill I, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	66	66	2020	2021	N
13	Spring School Apartments Elkton/Port Deposit, MD	Spring School Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	69	69	2020	TBD	N
14	Carrolltowne Village Sykesville, MD	Carrolltowne Village Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	40	40	2020	2021	N
15	Pinecrest Apartments Bedford, VA	Pinecrest Preservation, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	64	64	2021	2021	N
16	Fairview Apartments Rising Sun, MD	Fairview Preservation, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	75	75	2021	TBD	N
17	Brookmeadow Apartments Chestertown, MD	Brookmeadow Preservation, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	67	67	2022	2022	N
18	Village at Blenheim Run Havre De Grace, MD	Blenheim Run I, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	51	51	2023	2023	N
19	Waxpool Apartments Ashburn, VA	Waxpool Apartments, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	52	52	2024		
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\* 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:** 1,073 1,073

**LIHTC as % of**  
**100% Total Units**

# List of LIHTC Developments (Schedule A)



Development Name: Atlantic Boulevard Apartments  
 Name of Applicant: Atlantic Blvd Apartments, 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.

G. Kimball Hart

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 Levis Hill House Middleburg, VA	WHF-I PO Box 1593, Middleburg, VA 20118	Y	20	20	2008	2009	N
2 Piedmont Lane The Plains, VA	WHF-II PO Box 1593, Middleburg, VA 20119	Y	16	16	2012	2013	N
3 Shreveport Ridge Apartments Brambleton, VA	WHF-III PO Box 1593, Middleburg, VA 20120	Y	98	98	2014	2015	N
4 Washburn Place Marshall, VA	WHF-V PO Box 1593, Middleburg, VA 20121	Y	30	30	2018	2019	N
5 Heronview Apartments Sterling, VA	WHF-VII PO Box 1593, Middleburg, VA 20122	Y	96	96	2019	2020	N
6 Stone Springs Apartments Dulles, VA	Stone Springs VA GP LLC 1714 East Blvd, Charlotte, NC 28203	Y	128	128	2019	2020	N
7 Ashburn Chase Apartments Ashburn, VA	Ashburn Chase LLC and Ashburn Chase II LLC 1375 Piccard Drive, Ste 150, Rockville MD 20850	Y	96	96	2020	2021	N
8 Waxpool Apts, VA Ashburn, VA	Waxpool Apartments, LLC 212 E Main St, Ste 200, Salisbury, MD 21801	Y	54	54	2024		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.

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Atlantic Boulevard Apartments

Name of Applicant: Atlantic Blvd Apartments, LLC

**INSTRUCTIONS:**

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

GSH Partners, LLC **Controlling GP (CGP) or 'Named' Managing** Y  
**Principal's Name:** **Member of Proposed property?\*** 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"
1	Hollybrook Farms Apartments Laurel, DE	Holly Brook Farms, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	124	124	2010	2010	N
2	Seaford Apartments Seaford, DE	Seaford Family, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	37	37	2011	2011	N
3	Greenside Manor Seaford, DE	Greenside Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	40	40	2012	2012	N
4	Heron Run Apartments Smyrna, DE	Heron Run Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	40	40	2013	2013	N
5	Samuel Chase Apartments Princess Anne, MD	Samuel Chase Associates, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	60	60	2015	2016	N
6	McKee Branch Dover, DE	McKee Branch Associates, LP 977 E Masten Circle Milford, DE	Y	66	66	2014	2014	N
7	Greenwood Village Cambridge, MD	Greenwood Village Preservation, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	20	20	2018	2019	N
8	Chestertown Cove Chestertown, MD	Chestertown Cove Preservation, LP 1375 Piccard Drive, Ste. 150 Rockville, MD	Y	32	32	2018	2019	N
9	Brookside Station Edgewood, MD	Brookside Station, LLC 410 Severn Ave. Ste. B-413 Annapolis, MD	Y	56	56	2018	2019	N
10	Village at Iron Branch Millsboro, DE	Iron Branch Associates, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	38	38	2019	2020	N
11	Lex Woods Apartments Lexington Park, MD	Lex Woods Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	76	76	2019	2020	N

## List of LIHTC Developments (Schedule A)

12	Villages at Slippery Hill I Queenstown, MD	Slippery Hill I, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	66	66	2020	2021	N
13	Spring School Apartments Elkton/Port Deposit, MD	Spring School Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	69	69	2020	TBD	N
14	Carrolltowne Village Sykesville, MD	Carrolltowne Village Preservation, LP 1375 Piccard Drive, Ste. 150, Rockville, MD	Y	40	40	2020	2021	N
15	Pinecrest Apartments Bedford, VA	Pinecrest Preservation, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	64	64	2021	2021	N
16	Fairview Apartments Rising Sun, MD	Fairview Preservation, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	75	75	2021	TBD	N
17	Brookmeadow Apartments Chestertown, MD	Brookmeadow Preservation, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	67	67	2022	2022	N
18	Village at Blenheim Run Havre De Grace, MD	Blenheim Run I, LP 212 E Main St., Ste. 200, Salisbury, MD	Y	51	51	2023	2023	N
19	Waxpool Apartments Ashburn, VA	Waxpool Apartments, LLC 212 E Main St., Ste. 200, Salisbury, MD	Y	52	52	2024		
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\* 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:** 1,073 1,073

**LIHTC as % of**  
**100% Total Units**

# List of LIHTC Developments (Schedule A)



Development Name: Atlantic Boulevard Apartments  
 Name of Applicant: Atlantic Blvd Apartments, 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.

Good Works, LP **Controlling GP (CGP) or 'Named' Managing** Y  
**Principal's Name:** **Member of Proposed property?\*** 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"
1 Levis Hill House Middleburg, VA	WHF-I PO Box 1593, Middleburg, VA 20118	Y	20	20	2008	2009	N
2 Piedmont Lane The Plains, VA	WHF-II PO Box 1593, Middleburg, VA 20119	Y	16	16	2012	2013	N
3 Shreveport Ridge Apartments Brambleton, VA	WHF-III PO Box 1593, Middleburg, VA 20120	Y	98	98	2014	2015	N
4 Washburn Place Marshall, VA	WHF-V PO Box 1593, Middleburg, VA 20121	Y	30	30	2018	2019	N
5 Heronview Apartments Sterling, VA	WHF-VII PO Box 1593, Middleburg, VA 20122	Y	96	96	2019	2020	N
6 Stone Springs Apartments Dulles, VA	Stone Springs VA GP LLC 1714 East Blvd, Charlotte, NC 28203	Y	128	128	2019	2020	N
7 Ashburn Chase Apartments Ashburn, VA	Ashburn Chase LLC and Ashburn Chase II LLC 1375 Piccard Drive, Ste 150, Rockville MD 20850	Y	96	96	2020	2021	N
8 Waxpool Apts, Ashburn, VA	Waxpool Apartments, LLC 212 E Main St, Ste 200, Salisbury, MD 21801	Y	54	54	2024		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.

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Atlantic Boulevard Apartments  
 Name of Applicant: Atlantic Blvd Apartments, LLC

**INSTRUCTIONS:**

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Atlantic Blvd Apartments MM, LLC 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"
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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: 0 0 #DIV/0! LIHTC as % of Total Units

# **Tab E:**

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

**FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

**(Atlantic Boulevard Apartments)**

**THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE** (this "Amendment") is entered into effective as of July 15, 2024 by and between ATLANTICBLVDDOMINIONSTATION LLC, a Virginia limited liability company ("Seller") and ATLANTIC BLVD APARTMENTS, LLC, a Virginia limited liability company, ("Purchaser") and, together with Seller, the "Parties", and each, a "Party").

RECITALS:

A. The Parties executed and delivered that certain Agreement for Purchase and Sale of Real Estate dated as of April 19, 2024 (the "Agreement") for the sale of certain 3.13 acres more or less of land outlined in Exhibit A of the Agreement (the "Transaction"). All capitalized terms not defined herein shall have the meanings attributed to them in the Agreement.

B. The Parties have agreed to amend the Agreement on the terms and conditions hereinafter set forth.

AGREEMENT:

In consideration of these recitals and the mutual covenants, representations, warranties and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Legal Description of the Site. The legal description of the Property reflected on Exhibit A to the Agreement is hereby deleted in its entirety and replaced with the Exhibit A attached hereto and incorporated herein.

2. Ratification. Except as amended herein, the Agreement is hereby ratified and shall remain in full force and effect.

3. Counterparts/Facsimile. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original copy, but all of which together shall constitute one agreement binding on all parties hereto. Any documents delivered by facsimile transmission or other electronic delivery of an image file reflecting the execution hereof, including the execution hereof through electronic signatures such as DocuSign, may be relied on as if the document were a manually signed original and will be binding on such party for all purposes.

*[Signature Pages Follow]*

The parties have executed this Amendment as of the date first above written.

SELLER:

AtlanticBlvdDominionStation LLC,  
a Virginia limited liability company



By: \_\_\_\_\_ (SEAL)

Name: Sujith Maram

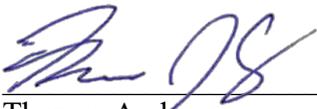
Title: Manager / Partner

*[Signatures Continue on Following Page]*

PURCHASER:

Atlantic Blvd Apartments, LLC  
a Virginia limited liability company

By: Atlantic Blvd Apartments MM, LLC  
a Virginia limited liability company,  
its Manager

By:   
Name: Thomas Ayd  
Title: Co-Manager

By: Good Works LP,  
a Virginia limited partnership,  
its Co-Manager

By: Hart, McMurphy & Parks, Inc.,  
Its: General Partner

By: \_\_\_\_\_  
Name: G. Kimball Hart  
Title: President

PURCHASER:

Atlantic Blvd Apartments, LLC  
a Virginia limited liability company

By: Atlantic Blvd Apartments MM, LLC  
a Virginia limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: Thomas Ayd  
Title: Co-Manager

By: Good Works LP,  
a Virginia limited partnership,  
its Co-Manager

By: Hart, McMurry & Parks, Inc.,  
Its: General Partner

By:   
Name: G. Kimball Hart  
Title: President

## Exhibit A

### Property Description

Beginning at a point along the western right-of-way of Atlantic Blvd. (VA Route 1902, a variable width right-of-way), said point being point being a common corner with Northern Virginia Reginal Park Authority; thence departing Atlantic Blvd. and following with the land of Northern Virginia Reginal Park Authority 309.05' along a curve to the left, with a radius of 5,806.00', with a chord bearing of N 39°22'52" W, with a chord length of 309.01' to a point, said point being a common corner with Northern Virginia Reginal Park Authority and OPI WF Owner, LLC; thence departing with the land of Norther Virginia Reginal Park Authority and following the land of OPI WF Owner, LLC the following courses:

N 56°04'46" E, a distance of 672.42' to an iron pipe found; thence  
N 20°50'46" W, a distance of 182.64' to a point; thence  
N 58°23'10" E, a distance of 95.64' to a point, said point being in the western right-of-way of Atlantic Blvd.; thence departing the land of OPI WF Owner, LLC and following with the right-of-way of Atlantic Blvd. the following courses:

339.93' along a curve to the right, with a radius of 909.93', with a chord bearing of S 04°50'06" W, with a chord length of 337.96' to an iron rod found; thence  
S 67°53'11" W, a distance of 46.82' to a point; thence  
S 18°48'21" W, a distance of 54.81' to a point; thence  
S 21°44'16" E, a distance of 37.86' to an iron rod found; thence  
92.15' along a curve to the right, with a radius of 554.85', with a chord bearing of S 34°07'35" W, with a chord length of 92.04' to an iron rod found; thence  
S 38°53'00" W, a distance of 163.92' to an iron rod found; thence  
S 44°35'38" W, a distance of 60.30' to an iron rod found; thence  
S 38°52'58" W, a distance of 70.40' to an iron rod found; thence  
110.92' along a curve to the left, with a radius of 651.00', with a chord bearing of S 33°54'40" W, with a chord length of 110.79' to the point of beginning,  
having an area of 135,993 square feet or 3.12197 acres of land.

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this “Agreement”) is made this 19th day of April, 2024 (the “Effective Date”), by and between ATLANTICBLVDDOMINIONSTATION LLC, a Virginia corporation (the “Seller”) and Atlantic Blvd Apartments, LLC, a Virginia limited liability company (“Purchaser”).

### RECITALS

A. Seller is the sole legal owner of all that certain lot, tract or parcel of real estate containing approximately 136,342 square feet (3.13 acres) of land located in Loudoun County, Virginia (the “County”), and being a portion of the land known as PIN 043-10-9468 as detailed in Zoning Map Amendment, Special Exception & Zoning Modification ZMAP-2023-0013, SPEX-2023-0041, ZMOD-2023-0069, ZMOD-2023-0070 & ZMOD-2024-0001, Sterling Election District and attached hereto as Exhibit A, (the “Property”).

B. Purchaser desires to acquire the Property in the approximate location as shown on the plat prepared by Bowman Consulting dated October 2023 attached hereto as Exhibit A. On the Property, the Purchaser intends to develop and construct a approximately 80 Affordable Housing Units (“AHUs”), as hereinafter further defined, within a single four-story residential structure (the “Intended Purpose,” the “Project,” or the “AHU Building”) as more particularly set forth in this Agreement.

For purposes hereof, an “Affordable Housing Unit” or “AHU” is defined as a dwelling unit for rent developed pursuant to a Virginia Housing (“VH”) Low Income Housing Tax Credit

(“LIHTC”) program or pursuant to the U.S. Department of Housing and Urban Development (HUD) 221(d)(4) program.

C. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, for the Intended Purpose, on the terms and conditions set forth below.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Sale of Property. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase the Site from Seller.

2. Purchase Price. The purchase price for the Property shall be two million five hundred thousand dollars (\$2,500,000) (the “Purchase Price”). The Purchase Price shall be payable as follows:

A. An initial deposit of ten thousand dollars (\$10,000) (the “Initial Deposit”), to be held and disbursed in accordance with the terms of this Agreement. The Initial Deposit shall be paid by check within three (3) business days after the Effective Date to Walker Title, LLC as escrow agent (the “Title Company”).

B. The second deposit of ten thousand dollars (\$10,000) (the “Second Deposit”) shall be paid by check to the Title Company as escrow agent within three (3) business days after the award of LIHTC for the Project as indicated by issuance of a 42(m) letter.

C. The third deposit of thirty thousand dollars (\$30,000) (the “Third Deposit”) shall be paid by check to the Title Company as escrow agent within three (3) business days after the Bond Inclusion Date (as defined below). The Initial and Second Deposits are fully refundable up to the delivery of the Third Deposit, at which time all three deposits (collectively, the “Deposits”) become non-refundable, except as otherwise expressly provided in this Agreement.

D. The balance of the Purchase Price, subject to adjustments and prorations as described herein, shall be paid to Seller at Closing, as hereinafter defined, by cashier’s check, wire transfer or other immediately available funds.

E. Title Company shall promptly place the Deposits, into an interest-bearing, federally insured deposit account with a state or national bank whose accounts are federally insured. The Title Company shall hold and disburse the Deposits in accordance with the provisions of this Agreement and any escrow agreement required by the Title Company. All interest accrued on the Deposits shall be applied towards the Purchase Price at Closing or be disbursed prior to Closing in the event of a default by a party hereto as provided in Section 14 hereof, or in the event of termination during the Feasibility Period as provided in Section 3.C. hereof, or in the event of termination for Title Objections in Section 4 hereof.

3. Feasibility Period.

A. For a period of sixty (60) days after the Effective Date (the “Feasibility Period”), Purchaser shall have the right to enter the Property, and conduct on the Property any and all feasibility studies, soil borings and analysis, utility location availability studies, environmental reports, zoning and land use studies, and any other engineering or environmental studies, title searches, surveys, and other tests, studies or analyses (collectively, the “Tests and Studies”).

B. Purchaser shall promptly restore the Property to substantially the same condition as existed prior to the Tests and Studies, and Purchaser shall defend, indemnify and hold Seller harmless from and against all losses, costs and expenses suffered by Seller arising out of the entry on the Property, by Purchaser's agents, contractors, consultants and/or employees, including without limitation the Tests and Studies, excluding, however, any loss sustained by Seller as a result of what the Tests and Studies reveal. This obligation shall survive Closing or the earlier termination of this Agreement.

C. If the Purchaser determines, in its sole discretion, that the Property is not suitable for its Intended Purpose, or if Purchaser is dissatisfied for any reason with the results of any Tests and Studies, Purchaser may, upon written notice to Seller on or before the expiration of the Feasibility Period, terminate this Agreement, in which event the Title Company shall return the Deposits to Purchaser, together with any interest accrued thereon, and neither Seller nor Purchaser shall have any further obligation to the other under this Agreement, except Purchaser's restoration obligations under Section 3.B.

4. Title Objections. For a period of sixty (60) days after the Effective Date (the "Title Review Period"), Purchaser shall obtain at its sole cost and expense a title commitment on the Property (the "Title Commitment"), and may, at its option, obtain from a licensed land surveyor or registered civil engineer acceptable to Purchaser an ALTA survey of the Property (the "Survey"). The Title Commitment shall indicate good and marketable title in the name of the Seller that can be insured by Purchaser's title company at its regular rates, subject only to such matters reflected on the Title Commitment which are Permitted Exceptions (as defined below). Purchaser shall, on or before the date that is sixty (60) days following the Effective Date hereof, deliver copies of the Title Commitment and the Survey, if any, to the Seller and inform the Seller in writing (the "Title

Objections Notice”) as to any title defects or other objections regarding the Property disclosed by the Title Commitment and the Survey, if any, that the Purchaser is unwilling to accept (the “Title Objections”). Any such matters which Purchaser is willing to accept shall be referred to as “Permitted Exceptions.” Within ten (10) days after receiving the Title Objections Notice from Purchaser, Seller shall notify Purchaser of Seller’s election: (a) to attempt to cure such exceptions, in which event Seller shall attempt to cure such exceptions prior to Closing, or (b) not to cure such exceptions. Seller’s failure to so respond within said ten (10) day period shall be deemed a Seller election not to cure such exceptions.

If the Seller is unable or unwilling to cure such Title Objections prior to Closing, then the Purchaser may, at its option, and as its sole remedy: (i) terminate this Agreement by giving the Seller written notice of such termination, (ii) cure such Title Objections at its own expense and proceed to Closing with no reduction in the Purchase Price, or (iii) waive such Title Objections and proceed to Closing with no reduction in the Purchase Price. If Seller is unwilling to cure such Title Objections, then Purchaser shall make the foregoing election on or prior to the expiration of the Title Review Period. If Seller elects to attempt to cure the Title Objections, it shall diligently pursue said cure using commercially reasonable means. If Seller elects to attempt to cure the Title Objections but fails to do so prior to Closing, then Purchaser shall make the foregoing election within ten (10) days after Seller advises Purchaser that it is unable to cure such Title Obligations. If the Purchaser so elects to terminate this Agreement, the Deposits shall be refunded to the Purchaser, together with all interest earned thereon, and the Seller and Purchaser shall have no further obligations or liabilities to one another. Notwithstanding the foregoing, Seller shall be unconditionally obligated, at its sole cost and expense, to satisfy at or prior to Closing all monetary encumbrances evidenced by deeds of trust, tax liens, judgments and/or mechanic’s liens against

the Property (“Monetary Liens”), and Seller authorizes the use of the Purchase Price otherwise payable to Seller at Closing to pay and discharge any Monetary Liens if Seller fails to do so.

5. Approvals. Seller will reasonably cooperate with Purchaser’s efforts to obtain any and all Approvals (as defined in Section 8.E. below), including without limitation promptly (within 5 days following any request) signing all documents, letters, applications, plats, submissions, surveys and other similar documents requested by Purchaser.

6. Virginia Housing Financing. Purchaser intends to finance the Project primarily through the use of LIHTC and tax-exempt bonds issued by Virginia Housing (“VH”) (together, “VH Financing”) in an amount sufficient to make the acquisition of the Property and construction of the Project feasible for Purchaser, and to locate investors who will provide equity for the Project in exchange for use of the LIHTC. Purchaser shall diligently pursue VH Financing in good faith. Seller agrees to reasonably cooperate with Purchaser’s efforts by providing information in connection with Purchaser’s application for VH Financing when and where required. Seller acknowledges and agrees that Purchaser’s obligation to close hereunder is expressly conditioned upon Purchaser’s receipt of VH Financing.

Purchaser intends, further, to secure secondary funding for this project from the Loudoun County Housing Fund (“Housing Fund”). Recent Housing Fund loan commitments indicate that this funding source will not be less than \$60,000 per unit. Purchaser will prepare and submit an application to Loudoun County for these funds and will use its commercially reasonable efforts to secure the highest possible score in this application process. The Seller further acknowledges and agrees that Purchaser’s obligation to close is expressly conditioned on receipt of a loan commitment from the Housing Fund.

7. Closing.

A. Closing on the purchase of the Property (herein referred to as the “Closing”) shall take place on a mutually agreed upon date on or before the last day of the month which is three (3) months after the month in which VH has provided written confirmation to the Purchaser that all conditions set forth in the VH commitment letter to be included in the bond issuance have been satisfied (the “Bond Inclusion Date”).

B. At Closing, Seller shall convey to Purchaser, by Special Warranty Deed (the “Deed”), good and marketable fee simple title to the Property free and clear of any and all encumbrances except taxes and assessments not yet due and payable and Permitted Exceptions. In addition, Seller shall deliver to Purchaser an affidavit of mechanics’ lien and possession in the form required by the Title Company and reasonably acceptable to Seller, a non-foreign affidavit, a Virginia Form R-5 or R-5E, IRS Form 1099-S Information Reporting Form, and such other documents as may be required by Purchaser or the Title Company in order for Purchaser to acquire the Property. The Deed, or a separately recorded instrument, shall contain covenants restricting the use of the Property for the Intended Purpose following Closing.

C. At Closing, Seller and Purchaser shall execute and record all necessary easement documents, including a Reciprocal Easement and one or more access easements, construction easements, utility easements, and other easements necessary or appropriate for development and construction of projects similar to this Project (“Easements”).

D. Real estate taxes and other charges shall be apportioned and paid at Closing as more particularly described in Section 9 hereof.

8. Conditions to Closing. Purchaser’s obligation to proceed to Closing under the terms of this Agreement is expressly conditioned upon satisfaction of all of the following conditions:

A. Satisfaction of Financing Contingencies. Prior to Closing, Purchaser shall have received:

- (i) A tax-exempt bond commitment from Virginia Housing and
- (ii) A loan commitment from the Loudoun County Housing Fund or other sources of subordinate funding of not less than \$5,000,000 (together, the “Financing Contingencies”), and the amounts of these financial commitments in the aggregate shall be sufficient to support the development and construction of the Project.

B. Permits and Approvals. Purchaser shall have obtained the permits and approvals described in this Section 8.E. as are necessary.

C. Survey. Purchaser shall have obtained a survey of the Property (“Survey”) in form approved by its title insurance company and all parties providing financing for the Project and suitable for recordation.

D. Easements. Purchaser and Seller shall have executed and recorded all necessary Easements, including those referred to in this agreement.

E. Permits and Approvals. The receipt by Purchaser from all applicable governmental and/or quasi-governmental authorities having jurisdiction, of final and unappealable permits and approvals (collectively, the “Approvals”) that Purchaser determines are necessary for:

(i) reasonable verification that public sewer treatment and committed capacity are available at the Property sufficient to service the Project;

(ii) reasonable verification that sufficient public water and stormwater drainage are available at the Property sufficient to service the Project;

(iii) reasonable verification that electric, cable, telephone and internet are available on the Property sufficient to service the Project, at connection costs that are not greater

than those which are customary and ordinary for similar developments in the County in effect on the date of this Agreement;

(iv) building and related permits, licenses, variances, certificates, exceptions, authorizations, approvals, as may be required to permit the lawful construction, development, including without limitation all Property work, for the Project and for construction of approximately 80 AHUs, with appurtenant parking, in accordance with Purchaser's plans and specifications; and

(v) storm water management, erosion prevention and sediment control, and water quality engineering designs, permits and approvals all in accordance with all federal, state and County laws, ordinances, rules and/or regulations.

(vi) establishing that there are no building, sewer, water or other moratoria affecting the Property or the Project in effect or pending.

F. The representations, warranties and covenants contained in Section 9 hereafter shall be true and correct in all material respects. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of Seller's knowledge, the conditions precedent to Purchaser's obligation to consummate settlement shall depend upon the actual correctness at Closing of the matters stated in all such representations and warranties.

G. The parking ratio reduction referred to in Section 11.E. shall have been obtained from the County.

The conditions set forth in this Section 8 are for the sole benefit of Purchaser. If any of the foregoing conditions are not met at Closing, or such earlier date as is set forth above with respect thereto, or Purchaser shall not have waived in writing the failure of any such condition, then Purchaser, at its sole option, may terminate its obligations under this Agreement, and receive a

refund of the Deposits, together with all interest accrued thereon, and neither Seller nor Purchaser shall have any further obligations hereunder except for Purchaser's restoration obligations set forth in Section 3.B.

9. Seller's Representations, Warranties, and Covenants. Seller represents and warrants to Purchaser the following, as of the date of this Agreement and as of the date of Closing:

A. On or prior to the Closing, Seller shall have caused the Property in the approximate size and shape as depicted on Exhibit A, to have zoning for 80 AHUs and related parking. On or prior to the Closing, Seller shall obtain the County's final, unappealable zoning approval of the Project.

B. That to Seller's knowledge, there are no tenancies or parties with any rights of possession with respect to the Property.

C. That to Seller's knowledge, as of the date hereof there are no proceedings pending or threatened, against or relating to the Property including, without limitation, any proceedings relating to condemnation or the exercise of the rights of eminent domain as to any part of the Property or purchase in lieu thereof or for the limiting or denying of any right of access thereto.

D. This Agreement has been duly executed and delivered by Seller. The execution of this Agreement and the Closing hereunder will not violate or contravene any order, decree, covenant or agreement to which Seller is subject, and to Seller's knowledge, any law, rule or regulation to which Seller is subject.

E. Seller: (i) has not filed a petition for relief as to Seller as debtor or bankrupt under the Bankruptcy Code of 1978 or like provision of law of any jurisdiction; (ii) is not insolvent as finally determined by a court proceeding; and (iii) has not filed a petition or application to

accomplish the same or for the appointment of a receiver or a trustee for Seller for a substantial part of its assets. No proceedings relating to Seller have been commenced, either by Seller or by another party, under any reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction. No attachment, execution, assignment for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy against Seller or the Property has been contemplated, threatened or initiated.

As used in this Agreement, the phrase “to Seller’s knowledge,” or phrases of similar import, shall mean the actual, not constructive or imputed, knowledge of Sujith Maram. To the extent Purchaser discovers prior to the end of the Title Review Period any inaccuracy in a representation and warranty of Seller in this Agreement, and Purchaser does not terminate this Agreement as provided in Section 3 of this Agreement, such representation and warranty shall be deemed modified to reflect such inaccuracy, and Purchaser shall so notify Seller. In addition, to the extent Purchaser discovers prior to Closing any inaccuracy in a representation and warranty of Seller in this Agreement and the Closing occurs, such representation and warranty shall be deemed modified to reflect such inaccuracy, and Purchaser shall so notify Seller.

F. Seller covenants to cooperate with Purchaser, and/or their respective agents, to execute all documents necessary or appropriate to facilitate temporary access to the Property for the purpose of conducting the Tests and Studies, and to execute all consents and approvals as may be required to apply for all Approvals for the Project.

G. From and after the Effective Date until Closing hereunder, or until this Agreement is permissibly terminated in accordance with the terms hereof by Purchaser or Seller, Seller shall not, other than in connection with the foregoing provisions of this Section 9, make any application to modify the zoning of the Property, or to otherwise modify in any way the legally

permissible uses and/or development standards applicable to the Property, to the extent the same would adversely affect the Intended Purpose.

H. Seller represents that to its knowledge other than as may be contained in any environmental reports that have been delivered to Purchaser, (i) no underground storage tanks, asbestos, items containing PCBs, tires, batteries, solid waste, or toxic or hazardous materials or substances, as defined in applicable state or federal law (collectively, “Hazardous Waste”) are present upon or in the Property, and (ii) there has been no release, discharge, storage, generation, treatment or disposal of any Hazardous Waste upon or in the Property.

10. Expenses, Taxes and Closing Costs. All real estate taxes for the Property shall be prorated as of the Closing Date. Seller shall pay for any roll back taxes, the recording tax imposed upon grantors as to the Deed, the cost of preparation of the Deed, Seller’s attorney’s fees, and one-half of any costs and fees charged by the Title Company for its escrow services, and expenses of its own attorneys (“Escrow Fees”). Seller shall pay all costs incurred in pursuit of the Approvals. Purchaser shall pay all other expenses and Closing costs, including, without limitation, the cost imposed upon grantees as to the Deed, the cost of preparation and recording of any deed of trust, the cost of preparation and recording of the Survey, the cost of preparation and recording of any temporary or permanent Easements, the cost of the Title Commitment and owner’s and lender’s title insurance policies and associated premiums, the expense of its own attorneys, and one-half of the Escrow Fees.

11. Development and Approvals.

A. Rezoning Approval. Seller is currently processing an application for approval of a Zoning Map Amendment, Special Exception & Zoning Modification ZMAP-2023-0013, SPEX-2023-0041, ZMOD-2023-0069, ZMOD-2023-0070 & ZMOD-2024-0001, Sterling Election District

(“Rezoning”). Seller shall diligently pursue approval of the Rezoning, at Seller’s sole cost and expense. Seller will not agree to any material changes to the Rezoning that would materially affect the Property without Purchaser’s consent, which consent shall not be unreasonably withheld, provided that the revisions would not relocate or prevent development of the AHU Building or impose additional material costs, conditions or delays upon Purchaser. The obligation of Purchaser to consummate the purchase and sale of the Property is conditioned upon Seller having obtained final approval of the Rezoning, with all conditions satisfied.

B. Site Plan Approval. Purchaser shall diligently pursue approval of the Site Plan, at Purchaser’s sole cost and expense. Purchaser will not agree to any material changes to the Site Plan that would materially affect the Property without Seller’s consent, which consent shall not be unreasonably withheld. The obligation of Purchaser to consummate the purchase and sale of the Property is conditioned upon Purchaser having obtained final approval of the Site Plan.

C. Proffers. The Property is subject to those certain proffers entitled Proffer Statement Atlantic Boulevard LEGI-2023-0101, ZMAP-2023-0013, both dated April 2, 2024 (the “Proffers”) that impose obligations upon Seller. Following Closing, the Purchaser will become responsible for compliance with the Proffers. Prior to Closing, Seller shall cause Proffers to be satisfied such that Purchaser can timely obtain building permits for the AHU Building, and upon completion thereof can obtain occupancy permits, and lease units without delay resulting from any unsatisfied Proffer. Seller shall indemnify Purchaser and hold Purchaser harmless from any and all costs, liability, expenses, including reasonable attorney’s fees and costs, or other damages incurred as a result of Seller’s failure to comply in all material respects with the Proffers applicable to Seller, including, without limitation, costs incurred as a result of any delay incurred by Purchaser as a result of such failure, which indemnity shall survive Settlement.

D. Reserved

E. Parking Ratio Reduction. Achieving 80 units on the Property will require a reduction in the parking requirements currently defined in the Loudoun County Zoning Ordinance. This parking ratio reduction must be completed as part of the rezoning or Purchaser may choose to terminate this Agreement.

F. Seller's Required Work. Prior to Closing, Seller shall complete the following Seller's Required Work: Completion of any improvements and satisfaction of any conditions arising under the Proffers and the Approved Site Plan to the extent required for Purchaser to obtain building permits for the AHU Building and, upon completion, for the issuance of occupancy permits.

Seller agrees to use its commercially reasonable efforts to complete Seller's Required Work as expeditiously as possible and to keep Purchaser informed as to the progress of the same. Seller will notify Purchaser when Seller's Required Work is completed. Within five (5) business days of such notice, Purchaser and Seller will jointly inspect Seller's Required Work. Upon completion of such inspection, an inspection report will be completed (the "Inspection Report") and signed by both Purchaser and Seller indicating thereon any incomplete or defective work. Any incomplete or defective work (except any such work that is to be completed post-Closing) will be completed or corrected by Seller within fifteen (15) days after the date of such Inspection Report. No such inspection shall relieve Seller of its obligation to complete Seller's Required Work in accordance with this Agreement.

G. Purchaser's Required Work. Following Closing, Purchaser shall complete the following work ("Purchaser's Required Work"):

- (i) Purchaser shall have obtained from the County Department of Building and Development (“B&D”) building permits for and commenced construction of the AHU Building by or before the date that is sixty (60) days following the Closing; and
- (ii) Purchaser shall endeavor to have substantially completed construction of, and obtained from B&D occupancy permits for the AHU Building, by or before the date that is fifteen (15) months following the Closing, as such date may be extended by change orders approved by Purchaser. Purchaser will notify Seller when Purchaser’s Required Work has been completed.
- (iii) Purchaser will enter into a standard form of construction contract which will have a construction duration of fourteen (14) months or less and will obligate the general contractor to post a letter of credit equal to 10% of the contract sum.

12. Risk of Loss. The risk of loss or damage to the Property by fire or other casualty prior to Closing shall be on the Seller. If such loss or damage, in the sole opinion of Purchaser, materially and adversely affects the Intended Purpose as of Closing, Purchaser shall be entitled to terminate this Agreement and have the Deposits refunded, together with any interest accrued thereon, and the parties hereto shall have no further obligations or liabilities to one another hereunder. Said election shall be made by Purchaser, if at all, within ten (10) business days following receipt of notice of said loss or damage.

13. Condemnation. If, prior to Closing, any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any material portion of the Property, or a sale occurs in lieu of condemnation, the Purchaser shall be entitled to elect either to: (i) terminate this Agreement or (ii) proceed to Closing, in which event, all proceeds, awards or other payments arising from any such taking or sale shall be paid to Purchaser without any adjustment of the Purchase Price at

Closing. If the Purchaser elects to terminate this Agreement under this Section 13, the Deposits, together with any interest accrued thereon, shall be refunded to the Purchaser and neither Seller nor Purchaser shall have any further obligations or liabilities to one another hereunder.

14. Default.

A. Seller's Default. If Seller defaults hereunder, Purchaser may terminate this Agreement by notice to Seller, in which event Purchaser shall be entitled, as its sole remedy to receive a full refund of the Deposits and to be reimbursed by the Seller the full amount of all actual out-of-pocket costs incurred following the Effective Date including, but not limited to: architect fees, civil engineer fees, land use consulting fees, legal fees, market analysis fees, geotechnical fees, and other fees or deposits as fully documented by the Purchaser up to a maximum amount of four hundred thousand dollars (\$400,000). Notwithstanding the foregoing, Seller shall not be deemed in default hereunder unless Seller shall have received written notice by Purchaser of such default and failed to cure such default within thirty (30) days after receipt of such notice, except with respect to Seller's failure to complete Closing on the date agreed by Seller and Purchaser in which event the cure period shall be ten (10) days.

B. Purchaser's Default. Seller and Purchaser agree that in the event of a default by Purchaser under this Agreement, the damages suffered by Seller will be difficult to ascertain, and that, in the event of a default by Purchaser, Seller's sole and exclusive remedies shall be (i) to obtain from the Title Company the Deposits, together with any interest accrued thereon and (ii) to obtain from the Purchaser copies of all architectural plans and civil engineering plans prepared for the Intended Purpose in existence at the time of the default. Notwithstanding the foregoing, Purchaser shall not be deemed in default hereunder unless Purchaser shall have been given written notice by Seller of such default and failed to cure such default within thirty (30) days

after receipt of such notice, except with respect to Purchaser's failure to complete Closing in which event the cure period shall be ten (10) days.

15. Assignability. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Seller and Purchaser. Neither party shall assign this Agreement without prior written consent of the other party. However, where an assignment is proposed to any affiliate of Purchaser (specifically, an entity under common ownership control), no such consent by Seller shall be required.

16. Exclusivity. From the Effective Date of this Agreement until the earlier of the termination of this Agreement by the parties or the Closing Date, Seller shall not solicit other offers for the Property, market the Property for development of any type, and shall not accept any unsolicited offers to purchase, lease or develop the Property, including without limitation any offers that would serve as a "back up" purchase contract to this Agreement, and shall discontinue all discussions with other parties expressing an interest in acquiring the Property or any part thereof.

17. Agents and Brokers. Seller and Purchaser each represent and warrant that neither of them dealt with or consulted with any broker or agent, real estate or otherwise, with regard to this Agreement or the transactions contemplated hereby, and each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of the facts constituting a breach of the representations and warranties in this Section 17.

18. Notices. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if, delivered by messenger at the address of the intended recipient, sent postage prepaid by Federal Express (or a

comparable guaranteed overnight delivery service), sent via electronic mail or deposited in United States First Class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the intended recipient's address set forth below, or at such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Section. Any such notice, request or demand so given shall be deemed given on the date delivered by messenger at the specified address, the date sent via electronic mail or on the day of deposit, with a guaranteed overnight delivery service or in the United States mail, as the case may be:

To Purchaser: Atlantic Blvd Apartments, LLC  
212 E. Main St., Suite 200  
Salisbury, MD 21801  
Attention: Thomas Ayd  
E-mail: Tom@greenstreethousing.com

With a Copy to: Alexander C. Graham, Jr., Esq.  
Williams Mullen  
200 South 10<sup>th</sup> Street, Suite 1600  
Richmond, Virginia 23219  
Phone: (804) 420-6458  
E-mail: sgraham@williamsmullen.com

To Seller: AtlanticBlvdDominionStation LLC  
22843 Angelique Drive  
Brambleton, VA 20148-5649  
Attention: Sujith Maram  
Phone: (571) 464-4428  
Email: maramsujith@gmail.com

With a Copy to: Sashenka J. Brauer  
Walsh, Colucci, Lubeley & Walsh, P.C.  
1 E. Market St., Suite 300  
Leesburg, VA 20176  
Phone: (571) 209-5773  
E-mail: sbrauer@thelandlawyers.com

19. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by the parties.

20. Headings. Headings used in this Agreement are used for convenience only and shall not be considered when construing this Agreement.

21. Possession. Possession of the Site shall be delivered at Closing, free and clear of any tenancies, liens or encumbrances.

22. Business Days. If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

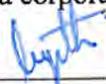
23. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind each party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

24. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

WITNESS the following signatures:

SELLER:

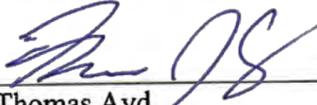
ATLANTICBLVDDOMINIONSTATION LLC.,  
a Virginia corporation

By:  (SEAL)  
Sujith HARAM.

PURCHASER:

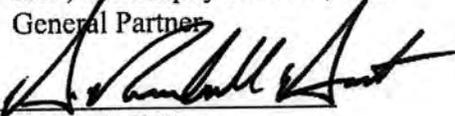
Atlantic Blvd Apartments, LLC  
a Virginia limited liability company

By: Atlantic Blvd Apartments MM, LLC  
a Virginia limited liability company,  
its Manager

By:   
Name: Thomas Ayd  
Title: Co-Manager

By: Good Works LP,  
a Virginia limited partnership,  
its Co-Manager

By: Hart, McMurphy & Parks, Inc.,  
Its: General Partner

By:   
Name: G. Kimball Hart  
Title: President

Escrow Agent executes this Agreement to acknowledge and agree to hold and disburse the Deposits in accordance with the terms and provisions of this Agreement.

ESCROW AGENT:

WALKER TITLE, LLC

By:

Name:

Title:

Initial Address for Notices:  
11781 Lee Jackson Memorial Highway  
Fairfax, Virginia 22033  
Attention: Alan Walker  
Phone: (703) 591-2325  
Email: [awalker@walkertitle.com](mailto:awalker@walkertitle.com)

**EXHIBT A**  
Property Description



PARID: 043109468000

ATLANTICBLVDDOMINIONSTATION LLC

N/A

### 2024 Values

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Fair Market Land	\$2,700
Fair Market Building	\$0
Prorated Bldg	\$0
Effective Date	
Fair Market Total	\$2,700
Land Use Value	\$0
Total Taxable Value	\$2,700
*Deferred Land Use Value	\$0
Tax Exempt Code	TAXABLE
Tax Exempt Land	\$0
Tax Exempt Building	\$0
Tax Exempt Total	\$0
Revitalized Real Estate	
Solar Exemption	

### 2023 Values

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Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$4,300				\$4,300		\$4,300
Landbook	\$4,300				\$4,300		\$4,300

### 2022 Values

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Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$4,300				\$4,300		\$4,300
Landbook	\$4,300				\$4,300		\$4,300

### 2021 Values

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Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$4,300				\$4,300		\$4,300
Landbook	\$4,300				\$4,300		\$4,300

### 2020 Values

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Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Supp/(Exon)							\$140

### Note

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FM (Fair Market) = All land/buildings if 100% complete as of January 1.  
Prorated value = The building value added as of the effective date for any new construction.  
Taxable value = For details select Tax History / Payment.

# **Tab F:**

RESNET Rater Certification (MANDATORY)

### RESNET Rater Certification of Development Plans

Deal Name Atlantic Boulevard Apartments

Deal Address Intersection of Atlantic Boulevard & Magnolia Road, Sterling, VA 20166

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

- 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.



## Appendix B: Signed VHDA Rater Tab F Form and HERS Reports

Proposed HERS Index for Atlantic Boulevard Apartments		
Unit Type	Total Units	Proposed HERS
A1 bottom	5	59
A1 middle	14	54
A1 top	7	55
A2 bottom	3	60
A2 top	1	56
A3 bottom	1	60
B1 bottom	5	58
B1 middle	12	53
B1 top	6	54
B2 bottom	1	58
B2 middle	6	52
B2 top	3	55
B3 bottom	2	58
B3 middle	4	52
B3 top	2	55
C1 bottom	2	54
C1 middle	4	52
C1 top	2	57
<b>Total Units</b>	<b>80</b>	
<b>HERS w/AVG</b>		<b>55</b>

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dmar8qJd

## HERS® Index Score:

# 59

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$677

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

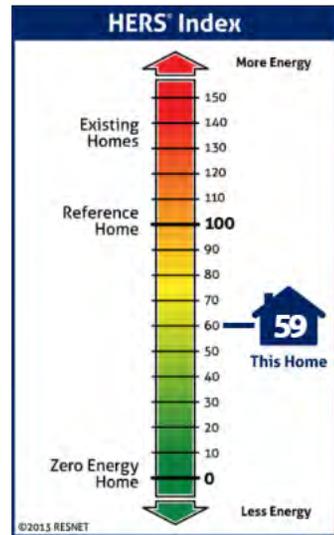
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.5	\$192
Cooling	1.1	\$38
Hot Water	5.2	\$184
Lights/Appliances	9.1	\$318
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>20.8</b>	<b>\$853</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	A1
Community:	N/A
Conditioned Floor Area:	721 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.80 ACH50)
Ventilation:	40 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 9:54 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date:

Registry ID:

Ekotrope ID: vwYrObel

## HERS® Index Score:

# 60

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$724

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

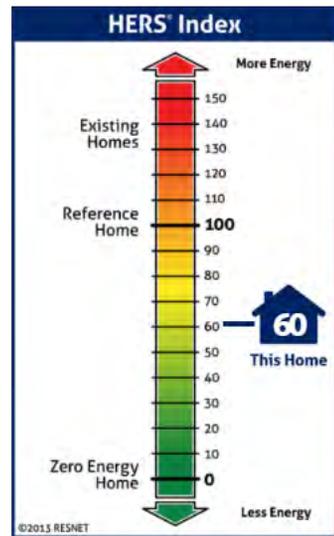
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.1	\$214
Cooling	1.4	\$48
Hot Water	5.2	\$184
Lights/Appliances	9.5	\$335
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>22.2</b>	<b>\$900</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	A2
Community:	N/A
Conditioned Floor Area:	843 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.90 ACH50)
Ventilation:	40 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

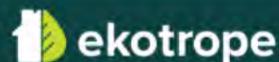
**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 9:54 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: 2lmr4J7L

## HERS® Index Score:

# 58

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$868

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

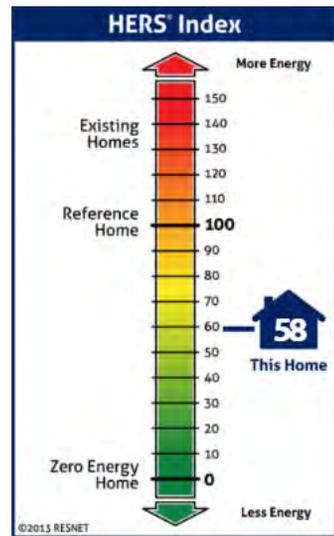
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.5	\$227
Cooling	1.6	\$56
Hot Water	7.1	\$249
Lights/Appliances	10.7	\$377
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>25.8</b>	<b>\$1,028</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	B1
Community:	N/A
Conditioned Floor Area:	995 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.80 ACH50)
Ventilation:	60 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

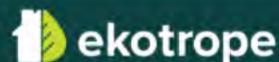
**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 9:54 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dxmr9Y8v

## HERS® Index Score:

# 58

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$925

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

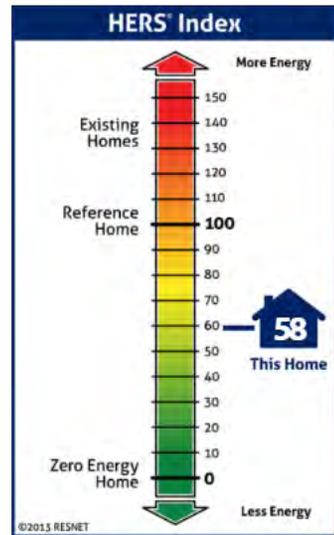
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.1	\$248
Cooling	2.1	\$72
Hot Water	7.1	\$248
Lights/Appliances	11.3	\$399
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>27.5</b>	<b>\$1,087</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	B2
Community:	N/A
Conditioned Floor Area:	1,155 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.87 ACH50)
Ventilation:	70 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 9:54 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dq3r4Yj2

## HERS® Index Score:

# 57

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,023

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

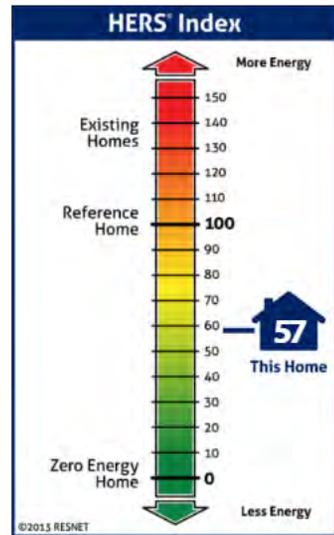
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.8	\$238
Cooling	2.4	\$85
Hot Water	8.8	\$309
Lights/Appliances	12.0	\$423
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>30.0</b>	<b>\$1,175</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	C1
Community:	N/A
Conditioned Floor Area:	1,177 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.87 ACH50)
Ventilation:	80 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 9:54 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dmar8qJd

## HERS® Index Score:

# 54

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$680

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

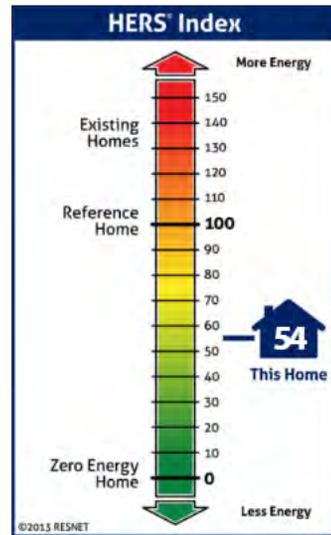
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.1	\$73
Cooling	1.0	\$34
Hot Water	5.2	\$184
Lights/Appliances	9.1	\$318
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>17.3</b>	<b>\$729</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	A1
Community:	N/A
Conditioned Floor Area:	721 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.09 ACH50)
Ventilation:	40 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

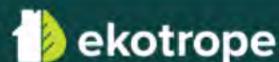
**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 10:06 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: 2lmr4J7L

## HERS® Index Score:

# 53

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$874

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

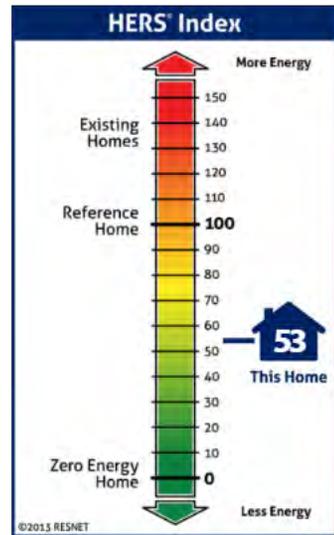
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.4	\$85
Cooling	1.4	\$50
Hot Water	7.1	\$248
Lights/Appliances	10.7	\$377
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>21.6</b>	<b>\$880</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	B1
Community:	N/A
Conditioned Floor Area:	995 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.09 ACH50)
Ventilation:	60 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 10:06 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dxmr9Y8v

## HERS® Index Score:

# 52

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$933

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

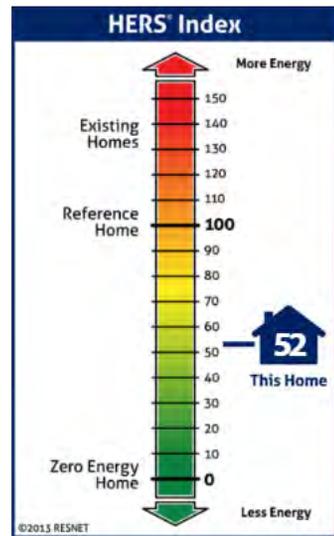
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.7	\$96
Cooling	1.8	\$64
Hot Water	7.1	\$248
Lights/Appliances	11.3	\$399
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>22.9</b>	<b>\$927</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	B2
Community:	N/A
Conditioned Floor Area:	1,155 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.16 ACH50)
Ventilation:	70 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

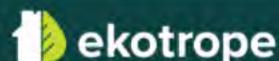
**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 10:06 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date:

Registry ID:

Ekotrope ID: dq3r4Yj2

## HERS® Index Score:

# 52

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,030

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

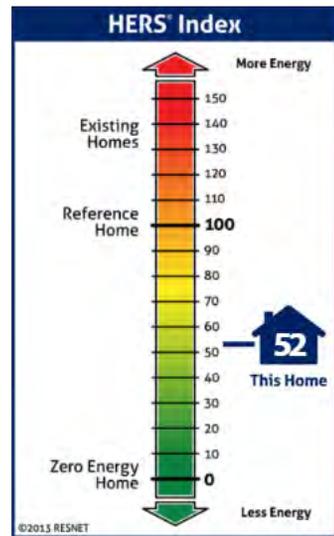
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.5	\$88
Cooling	2.1	\$73
Hot Water	8.8	\$308
Lights/Appliances	12.0	\$423
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>25.4</b>	<b>\$1,013</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	C1
Community:	N/A
Conditioned Floor Area:	1,177 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.16 ACH50)
Ventilation:	80 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

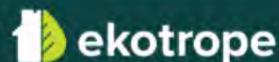
**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 10:06 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dmar8qJd

## HERS® Index Score:

# 55

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$684

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

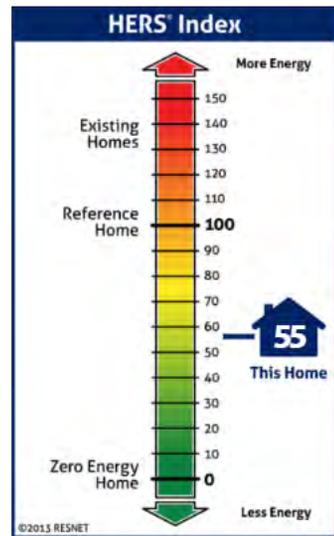
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.4	\$118
Cooling	1.2	\$43
Hot Water	5.2	\$184
Lights/Appliances	9.1	\$318
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>18.8</b>	<b>\$783</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	A1
Community:	N/A
Conditioned Floor Area:	721 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.80 ACH50)
Ventilation:	40 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

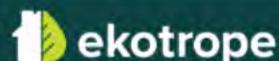
**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 10:08 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: vwYrObel

## HERS® Index Score:

# 56

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$729

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

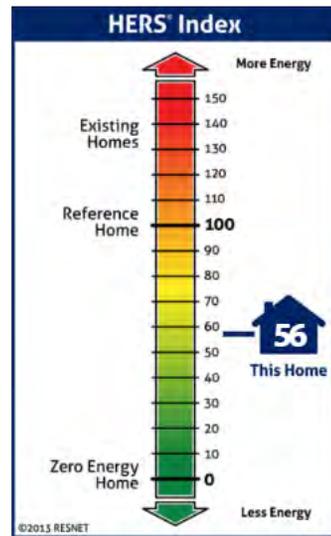
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.9	\$137
Cooling	1.5	\$54
Hot Water	5.2	\$184
Lights/Appliances	9.5	\$335
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>20.2</b>	<b>\$829</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	A2
Community:	N/A
Conditioned Floor Area:	843 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.90 ACH50)
Ventilation:	40 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

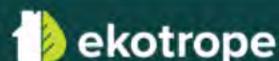
**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 10:08 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: 2lmr4J7L

## HERS® Index Score:

# 54

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$879

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

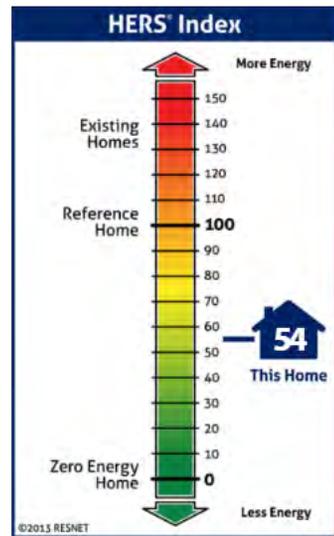
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.2	\$148
Cooling	1.7	\$61
Hot Water	7.1	\$248
Lights/Appliances	10.7	\$377
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>23.7</b>	<b>\$954</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	B1
Community:	N/A
Conditioned Floor Area:	995 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.80 ACH50)
Ventilation:	60 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 10:08 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dxmr9Y8v

## HERS® Index Score:

# 55

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$938

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.6	\$161
Cooling	2.4	\$85
Hot Water	7.1	\$248
Lights/Appliances	11.3	\$399
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>25.4</b>	<b>\$1,013</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0

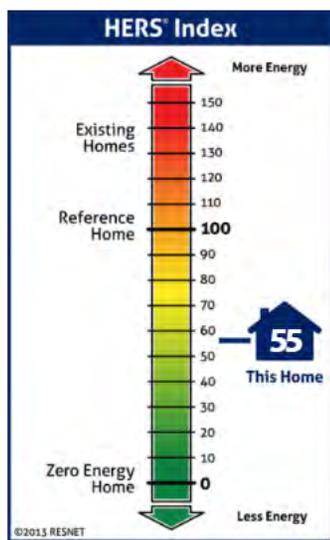
## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 10:08 AM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	B2
Community:	N/A
Conditioned Floor Area:	1,155 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.87 ACH50)
Ventilation:	70 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-13



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dq3r4Yj2

## HERS® Index Score:

# 54

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,040

\*Relative to an average U.S. home

## Home:

Intersection of Atlantic Boulevard & Magnolia Road  
Sterling, VA 20166

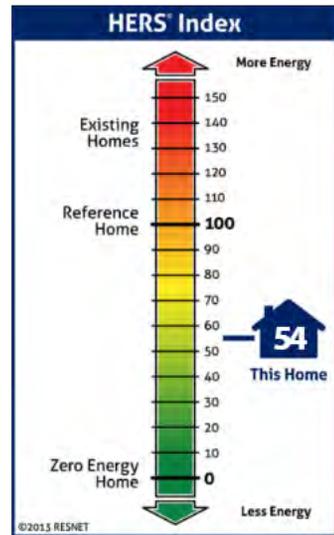
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.4	\$155
Cooling	2.5	\$89
Hot Water	8.8	\$309
Lights/Appliances	12.0	\$423
Service Charges		\$120
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>27.8</b>	<b>\$1,097</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	C1
Community:	N/A
Conditioned Floor Area:	1,177 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.87 ACH50)
Ventilation:	80 CFM • 50 Watts • ERV
Duct Leakage to Outside:	0.04 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof, R-31
Window Type:	U-Value: 0.29, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Kevin Robicheau  
RESNET ID: 8611030

**Rating Company:** Dominion Due Diligence Group  
201 Wylderose Drive  
804-237-1892

**Rating Provider:** Green Building Consulting  
1435 Vine St 2nd flr, Cincinnati, OH 45202  
513.381.1470



*Kevin Robicheau*

Kevin Robicheau, Certified Energy Rater  
Digitally signed: 7/12/24 at 10:08 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.1.1.3437

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Tab G:

## Zoning Certification Letter (MANDATORY)



ZONING CERTIFICATION

DATE: July 8, 2024

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: ZONING CERTIFICATION

Name of Development: Atlantic Boulevard Apartments

Name of Owner/Applicant: Atlantic Blvd Apartments, LLC

Name of Seller/Current Owner: AtlanticBlvdDominionStation LLC

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 the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION:

Development Address:

Southwest Quadrant of Atlantic Blvd. & Magnolia Rd., Sterling, VA, 20166
Loudoun County GIS Parcel ID: 043109468

Legal Description:

STERLING (STATE HWY PROJECT 1902-053-931, RW-201)
(SEE OLD PIN: 031-16-6264-000, /80////////88A)
202012230126940/1P, 201007090040305 HWY, 201103100016063P

Proposed Improvements:

Table with 4 columns: Improvement Type, # Units, # Buildings, Total Floor Area Sq. Ft. Includes rows for New Construction, Adaptive Reuse, and Rehabilitation.



**Zoning Certification, cont'd**

Current Zoning: R-24 Multifamily Residential allowing a density of 24 units per acre and the following other applicable conditions: 28.8 units per acre because of the provision of ADUs.

**Other descriptive Information:**

Density permitted pursuant to legislative application LEGI-2023-0101, Atlantic Boulevard Residential Rezoning: ZMAP-2023-0013, SPEX-2023-0041, ZMOD-2023-0070, ZMOD-2024-0001 & ZMOD-2023-0069, subject to the Proffer Statement dated May 31, 2024, and the Conditions of Approval dated June 5, 2024, and based on the Findings for Approval provided as Attachments 1, 2, and 3 to the June 12, 2024, Board of Supervisors Public Hearing Supplemental Staff Report.

**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.

\_\_\_\_\_  
Signature

Jeffrey L. Gilliland

\_\_\_\_\_  
Printed Name

Principal, J2 Engineers, Inc.

\_\_\_\_\_  
Title of Local Official or Civil Engineer

703-361-1550

\_\_\_\_\_  
Phone:

July 8, 2024

\_\_\_\_\_  
Date:

**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 contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

# **Tab H:**

Attorney's Opinion (MANDATORY)

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

July 15, 2024

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Atlantic Boulevard Apartments  
Name of Owner: Atlantic Blvd Apartments, LLC

Dear Virginia Housing:

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 July 15, 2024 (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 the Hard Costs and Owners Costs section 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 and (b) of the Estimated Qualified Basis of each building in the development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

July 15, 2024  
Page 2

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 the placement in service of each building of the Development, 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 ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing 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.

Williams Mullen



By: \_\_\_\_\_  
Its: Shareholder

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adamson@williamsmullen.com

January ~~—~~ July 15, 2024

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Atlantic Boulevard Apartments  
Name of Owner: Atlantic Blvd Apartments, LLC

Dear Virginia Housing:

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 ~~January~~ July 15, 2024 (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 the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

~~2. [Select One]~~

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

~~OR~~

~~Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.~~

~~3. [Select one]~~

~~July 11, 2024~~

July 15, 2024

Page 2

3. The information set forth in the Unit Details section of the Application form as to proposed rents ~~satisfies all applicable requirements of the Code and Regulations.~~

~~OR~~

~~The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.~~

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

~~5. [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.~~

~~6. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.~~

~~7. [Delete if inapplicable] It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~8. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.~~

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 the placement in service of each building of the Development, 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 ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing 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.

Williams Mullen

(Add)



~~July 11, 2024~~  
July 15, 2024  
Page 3

By: \_\_\_\_\_  
Its: Shareholder

[Atlantic Blvd Apartments - VHDA 4% Reservation Opinion\(105795860.2\)](#)

# 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 deal does not require  
information behind this tab.

# **Tab J:**

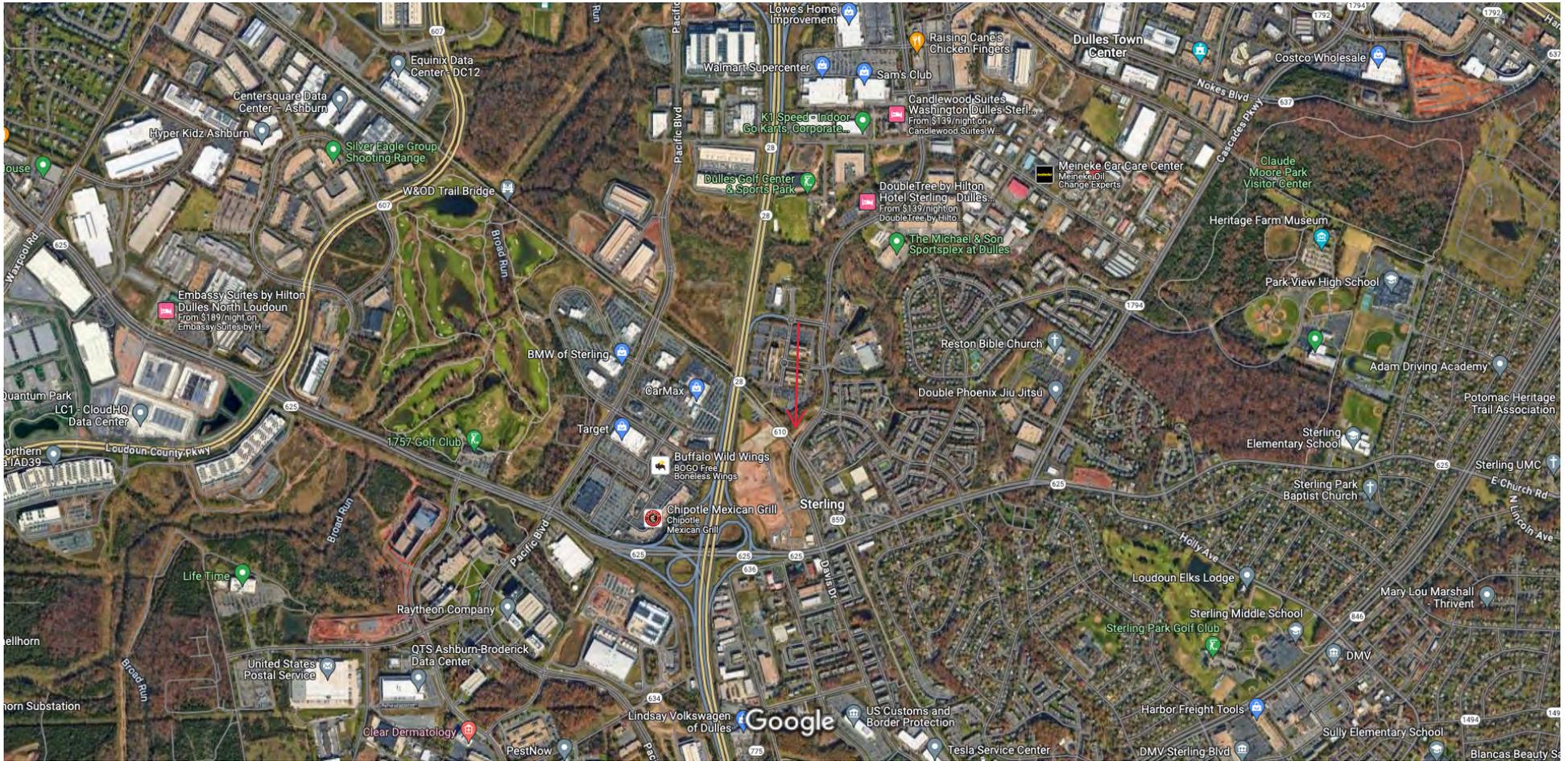
Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

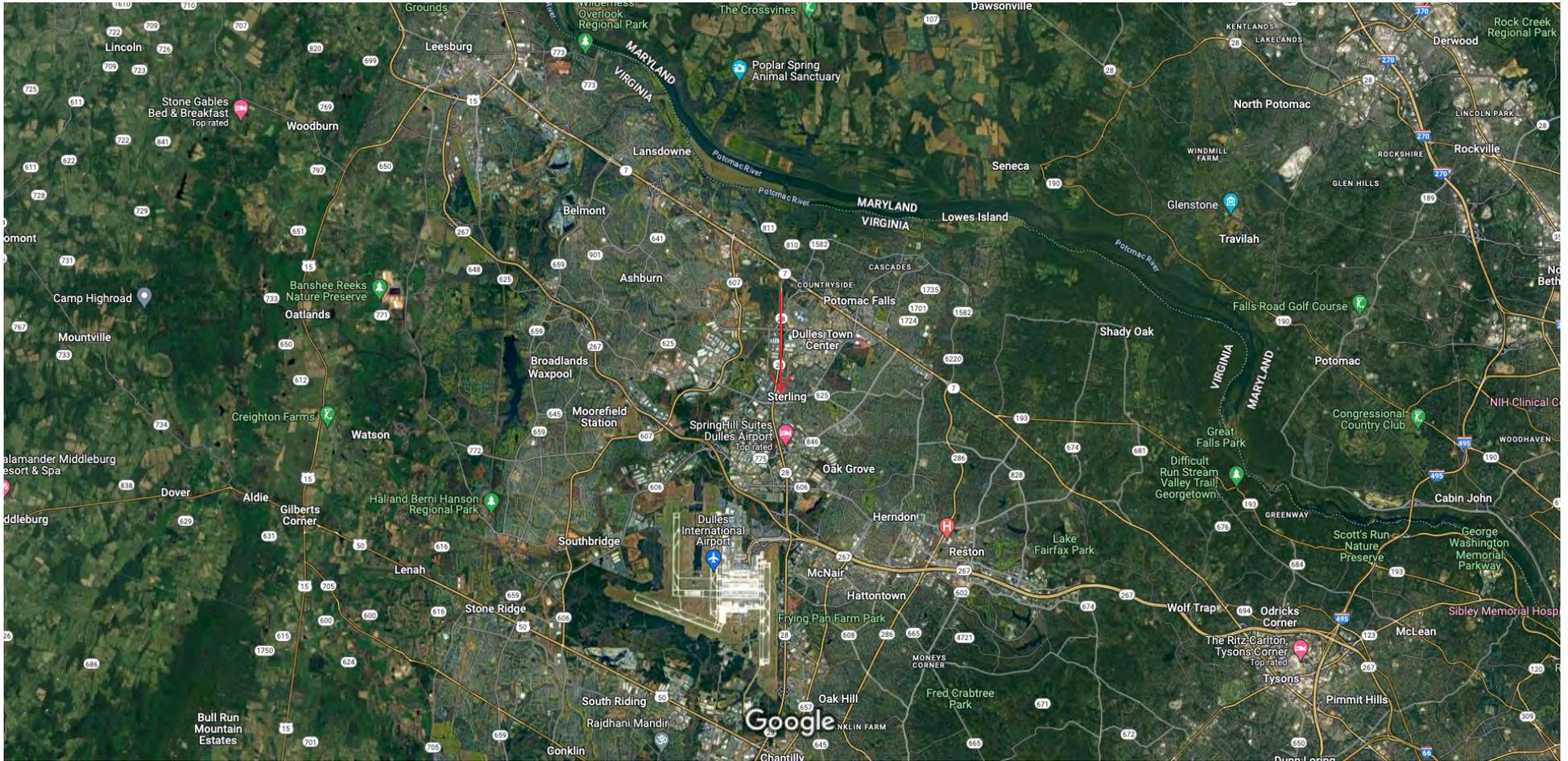
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information behind this tab.

# Tab K:

Documentation of Development Location:







# Tab K.1

Revitalization Area Certification



## Revitalization Area

### **General Instructions**

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

### **Designation**

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD.
2. The development is located in a census tract wherein 70% or more of the families have incomes which are  $\leq$  80% statewide median income. **NOTE:** these census tracts are included in the definition of targeted area for single-family lending purpose, but do not include ACEDS.
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries.
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below.

*The above-referenced development is located in a Revitalization Area in the Town/City/County of \_\_\_\_\_, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.*

Delete the language that does not apply, (i)(1) or (i)(2) above.

**BOARD OF SUPERVISORS  
BUSINESS MEETING  
ACTION ITEM**

**SUBJECT:** Resolution Designating Revitalization Area to Support Applications for Low Income Housing Tax Credits

**ELECTION DISTRICT(S):** Countywide

**CRITICAL ACTION DATE:** March 16, 2018

**STAFF CONTACT(S):** Glenda Blake, Department of Family Services  
Sarah Coyle Etro, Department of Family Services  
Leo Rogers, County Attorney's Office

**PURPOSE:** Designation of the Suburban Policy Area and the Leesburg Joint Land Management Area (JLMA) as a revitalization area by resolution to support Low Income Housing Tax Credit (LIHTC) applications in gaining additional points in the competition for tax credits.

**RECOMMENDATION(S):** Staff recommends adoption of the resolution designating the Suburban Policy Area and the Leesburg JLMA as a revitalization area to support LIHTC applications in the competitive tax credit allocation process.

---

**BACKGROUND:** The County can provide support for projects that are the subject of an application for Low Income Housing Tax Credit (LIHTC) allocations by adopting a resolution designating a revitalization area (Attachment 1). The revitalization designation can be based on a determination that the area lacks affordable housing to support the large number of workers and businesses within the designated geographic area of the County.

In the LIHTC competition, with application review based on a point system, an application can receive 10 points for its location in a designated revitalization area. These 10 points may make the difference in winning the LIHTC in the application process leading to the development of an affordable rental project. A resolution is required by Virginia Code Section 36-55.30:2 (Attachment 2) in order for the Board of Supervisors to designate a revitalization area.

The designation is proposed based on criteria included in Virginia Code Section 36-55.30:2 :

1. The commercial, industrial or other economic development of the revitalization area will benefit Loudoun County but the area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments,

community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the area.

2. Private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the revitalization area and will induce other persons and families to live within the area and thereby create a desirable economic mix of residents in the area.

The Board could designate the Suburban Policy Area and the Leesburg JLMA as a revitalization area (Attachment 1; Exhibit A). Properties within this area could be the subject of a LIHTC application and could benefit from the revitalization area designation. This area of the County is the location of the majority of the County's businesses and industry. Affordable housing in this area would house the workforce needed to support those businesses.

Information included in the "Primer on Housing in Loudoun County" presented at the Board of Supervisors' October 16, 2017, Housing Summit identifies that "almost 78,000 workers in Loudoun's workforce are in occupations that earn less than 40% of the Area Median Income (AMI) (2017 AMI is \$110,300; 40% AMI is \$44,120); that's 48.2% of Loudoun's workforce. Additionally, about 55% of the workforce does not earn annual pay greater than 65% AMI (\$71,695). The County works to attract, grow and retain targeted businesses of all sizes. A lack of reasonably-priced housing hinders businesses from attracting and retaining the talent they need, thereby hindering growth and deterring new businesses from moving in. When the workforce can't find or maintain housing expenses, they also explore new options, sometimes driving them away from the community." The Housing Needs Assessment identified an unmet housing need of 8400 rental apartments for households with incomes at 60% AMI and below.

LIHTC applications are required to be submitted to the Virginia Housing Development Authority (VHDA) by March 16, 2018. The Board's adoption of the resolution before the deadline will enable applicants seeking a LIHTC allocation in the upcoming allocation cycle to gain points in the application review competition.

**ISSUES:** Staff has identified no outstanding concerns relative to the adoption of this resolution.

**FISCAL IMPACT:** The possibility of gaining additional LIHTC rental units because of successful applications in the LIHTC competition should strengthen Loudoun's economy by housing the workforce supporting businesses and industry.

**ALTERNATIVES:** The Board could choose not to designate a Revitalization Area to support LIHTC applications or could choose to modify the proposed Revitalization Area boundaries.

**DRAFT MOTIONS:**

1. I move that the Board of Supervisors approve the resolution designating the Suburban Policy Area and the Leesburg Joint Land Management Area as a Revitalization Area to support Low Income Housing Tax Credit applications in the competitive tax credit allocation process (provided as Attachment 1 to the December 5, 2017, Board of Supervisors Business Meeting Action Item).

OR

2. I move an alternate motion.

**ATTACHMENT(S):**

1. Resolution designating a portion of Loudoun County, Virginia a Revitalization Area
2. Code of Virginia Section 36-55.30:2. Housing revitalization areas



Loudoun County, Virginia

[www.loudoun.gov](http://www.loudoun.gov)

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Tuesday, December 5, 2017 at 5:00 p.m.

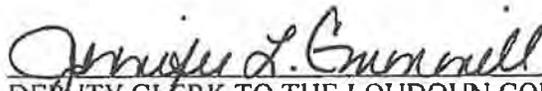
IN RE: Resolution Designating Revitalization Area to Support Applications for Low Income Housing Tax Credits (Countywide)

Vice Chairman Buona moved that the Board of Supervisors approve the resolution designating the Suburban Policy Area as a Revitalization Area to support Low Income Housing Tax Credit applications in the competitive tax credit allocation process (provided as Attachment 1 to the December 5, 2017, Board of Supervisors Business Meeting Supplemental Action Item).

Seconded by Supervisor Volpe.

Voting on the Motion: Supervisors Buona, Higgins, Letourneau, Meyer, Randall, Saines, Umstattd, and Volpe – Yes; None – No; Supervisor Buffington – Absent for the Vote.

A COPY TESTE:

  
DEPUTY CLERK TO THE LOUDOUN COUNTY  
BOARD OF SUPERVISORS

**RESOLUTION  
DESIGNATING A PORTION OF LOUDOUN COUNTY, VIRGINIA  
A REVITALIZATION AREA**

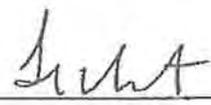
WHEREAS, pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Loudoun, Virginia, desire to designate the Suburban Policy Area and the Leesburg Joint Land Management Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

1. the commercial, industrial or other economic development of the Revitalization Area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Revitalization Area; and
2. private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the Revitalization Area and will induce other persons and families to live within the Revitalization Area and thereby create a desirable economic mix of residents in the Revitalization Area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of Loudoun County hereby designates the Suburban Policy Area and the Leesburg Joint Land Management Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

  
Phyllis Randall,  
Chairman, Board of Supervisors

ATTEST: 

Tim Hemstreet  
Clerk to the Board

Adopted by the Board of Supervisors of Loudoun, Virginia, this 5 day of December, 2017.

# PROPOSED REVITALIZATION AREA LOUDOUN COUNTY



**LEGEND**

- Major Road
- Secondary Road
- ▭ Incorporated Town
- ▭ Dulles International Airport

**Policy Areas**

- Joint Land Management Area
- Rural Policy Area
- Suburban Policy Area
- Transition Policy Area

**Exhibit A**



Code of Virginia  
 Title 36. Housing  
 Chapter 1.2. Virginia Housing Development Authority Act

§ 36-55.30:2. Housing revitalization areas; economically mixed projects.

A. For the sole purpose of empowering the HDA to provide financing in accordance with this chapter, the governing body of any city or county may by resolution designate an area within such city or county as a revitalization area if such governing body shall in such resolution make the following determinations with respect to such area: (i) either (a) the area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions: dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition; or (b) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area. Any redevelopment area, conservation area, or rehabilitation area created or designated by the city or county pursuant to Chapter 1 (§ 36-1 et seq.) of this title, any census tract in which 70 percent or more of the families have incomes which are 80 percent or less of the statewide median income as determined by the federal government pursuant to Section 143 of the United States Internal Revenue Code or any successor code provision on the basis of the most recent decennial census for which data are available, and any census tract which is designated by the United States Department of Housing and Urban Development and, for the most recent year for which census data are available on household income in such tract, either in which 50 percent or more of the households have an income which is less than 60 percent of the area median gross income for such year or which has a poverty rate of at least 25 percent shall be deemed to be designated as a revitalization area without adoption of the above described resolution of the city or county. In any revitalization area, the HDA may provide financing for one or more economically mixed projects and, in conjunction therewith, any nonhousing buildings that are incidental to such project or projects or are determined by the governing body of the city or county to be necessary or appropriate for the revitalization of such area or for the industrial, commercial or other economic development thereof.

B. The HDA may finance an economically mixed project that is not within a revitalization area if the governing body of the city or county in which such project is or will be located shall by resolution determine (i) either (a) that the ability to provide residential housing and supporting facilities that serve persons or families of lower or moderate income will be enhanced if a portion of the units therein are occupied or held available for occupancy by persons and families who are not of low and moderate income or (b) that the surrounding area of such project is, or is expected in the future to be, inhabited predominantly by lower income persons and families and will benefit from an economic mix of residents in such project and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

C. In any economically mixed project financed under this section, the percentage of units occupied or held available for occupancy by persons and families who are not of low and moderate income, as determined as of the date of their initial occupancy of such units, shall not exceed 80 percent.

1979, c. 374; 1996, cc. 77, 498; 2004, c. 187; 2006, c. 784.

## Attachment 2

# **Tab K.2**

Surveyor's Certification of Proximity to  
Public Transportation using Virginia  
Housing template

This deal does not require  
information behind this tab.

# Tab L:

PHA / Section 8 Notification Letter

## Appendices continued

### PHA or Section 8 Notification Letter

If you have any questions, please contact the Tax Credit Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com). **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 6/28/2024

To Department of Housing & Community Developmt  
106 Catocin Circle SE  
Leesburg, VA 20175

RE: Proposed Affordable Housing Development

Name of Development Atlantic Boulevard Apartments

Name of Owner Atlantic Blvd Apartments, LLC

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 06/01/2026 (date).

### **The following is a brief description of the proposed development:**

Development Address Southwest Quadrant of Atlantic Blvd. & Magnolia Rd. Intersection, Sterling, VA 20166  
Loudoun County GIS Parcel ID: 043109468

### **Proposed Improvements:**

<input checked="" type="checkbox"/> New Construction:	<u>80</u> #Units	<u>1</u> #Buildings
<input type="checkbox"/> Adaptive Reuse:	<u>          </u> #Units	<u>          </u> #Buildings
<input type="checkbox"/> Rehabilitation:	<u>          </u> #Units	<u>          </u> #Buildings

### **Proposed Rents:**

<input type="checkbox"/> Efficiencies:	\$ <u>          </u> /month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>1,605 - 1,880</u> /month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>1,925 - 2,190</u> /month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>2,220 - 2,780</u> /month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u>          </u> /month

### **Other Descriptive Information:**

Atlantic Boulevard is a proposed 80 unit new construction attainable community located in Loudoun County. The project will include a community center with kitchenette, business center, fitness center, an automated package delivery center, and 8 units proposed for project-based vouchers. Outdoor amenities are a 2,000 sf tot lot & bicycle rack. The project will be primarily financed through 4% LIHTC and Tax-Exempt Bonds through Virginia Housing.

# 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 ( 443 ) 783 - 8010 .

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

Sincerely yours,

Name Chase Powell

Title Director of Development, Green Street Housing

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

Seen and Acknowledged By

Printed Name: John E. Hall

Title Director

Phone 703-777-0387

Date

7-5-2024

# Tab M:

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# **Tab N:**

Homeownership Plan

This deal does not require  
information behind this tab.

# **Tab O:**

Plan of Development Certification Letter

This deal does not require  
information behind this tab.

# Tab P:

Zero Energy or Passive House documentation for  
prior allocation by this developer

This deal does not require  
information behind this tab.

# **Tab Q:**

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

**RESOLUTION OF THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY  
VIRGINIA APPROVING A LOAN FOR ATLANTIC BOULEVARD**

WHEREAS, on August 12, 1997, the Board of Supervisors (the “Board”) established the County of Loudoun Housing Trust (the “Trust”), granting authority to the Board, as Trustee, to spend monies in the Trust to further the provision of Affordable Dwelling Units (“ADUs”) as set forth in Chapter 1450 of the Codified Ordinances of Loudoun County (“Chapter 1450”) and further authorizing the Board to amend the Trust as it deems necessary, provided such amendment is consistent with the purpose of the Trust to further the provision of affordable housing in Loudoun County; and

WHEREAS, on October 12, 2016, the Board amended Article 7 of the Loudoun County Zoning Ordinance (current Chapter 9) to allow a developer to satisfy ADU requirements by providing Affordable Housing Units in lieu of ADUs; pursuant to Article 8 (current Chapter 12) of the Zoning Ordinance, an “Affordable Housing Unit” (“AHU”) is defined as a unit for rent or for sale developed pursuant to certain specified Virginia Housing (“VH”) or United States Department of Housing and Urban Development (“HUD”) programs; and

WHEREAS, on July 20, 2017, the Board amended the Trust to authorize the Board, as Trustee, to grant loans from the Trust to help finance AHUs in a particular development in excess of the minimum number of units necessary to satisfy ADU Program requirements pursuant to Article 7 (current Chapter 9) of the Zoning Ordinance; and

WHEREAS, Atlantic BLVD Apartments, LLC a Virginia limited liability company represented by Green Street Housing, LLC and Good Works LP, both for-profit housing developers, have requested the Board to approve a loan for an amount not to exceed \$6,336,829 (the “Loan”). The Loan will be subordinated financing and will be included as part of a VH application for Low Income Housing Tax Credits (“LIHTC”) under the 4% non-competitive VH LIHTC and tax-exempt bonds. The Loan will be used in order to construct and develop a multi-family rental development located at the intersection of Atlantic Boulevard and Magnolia Drive, in the Sterling Election District, developed and operated as one affordable community (the “Project”); and

WHEREAS, the Board has determined that the proposed Loan would further the stated goal of the Trust to advance the provision of affordable housing in Loudoun County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA:

I. The Board approves a loan amount not to exceed \$6,336,829 from the Trust, provided that any changes outlined herein will be subject to the underwriting and approval of the County in its reasonable discretion. The Loan will be subject to the following conditions, as applicable:

- a) Atlantic BLVD Apartments, LLC is awarded the 4% non-competitive VH LIHTC, tax-exempt bonds, VH REACH, and VH REACH Plus, or other VH funding programs; and
- b) Atlantic BLVD Apartments, LLC obtains funding for the Project in the approximate amount of \$25,347,320, which is the total source amount needed for the Project from other

sources different from the County as indicated in the Atlantic Blvd Apartments, LLC Schedule of Sources and Uses of Funds provided to the County, and is the amount of funding the Board took into consideration when calculating the amount of the Loan and the gap financing of the Project to be covered by the Loan; and

c) Atlantic BLVD Apartments, LLC shall continue searching in the market for any new financing opportunities or additional sources to reduce the Loan and inform the County on a semi-annual basis of the organizations/entities/programs contacted and responses received. Any additional source of funding obtained by Atlantic BLVD Apartments, LLC, including but not limited to the Virginia DHCD Affordable Special Needs Housing (ASNH) Program, Federal Home Loan Bank of Atlanta, additional County funds, and/or other sources, shall be accounted by Atlantic BLVD Apartments, LLC to reduce the Loan only if the awarding of the additional sources of funding results in excess funds to the Project above what is required to complete the development, as follows: (i) if the Loan has been already disbursed, additional sources will be applied to pay the outstanding principal amount of the Loan or accrued but unpaid interest; and (ii) if the Loan has not been disbursed, as additional financing to reduce the amount of the Loan needed to maintain financial feasibility up to an amount where the Project maintains same debt service coverage ratio and keeps in compliance with VH regulations; and

d) At the beginning and at the end of construction of the Project, GSH Partners, LLC, Good Works LP, and Atlantic Blvd Apartments, LLC shall submit to the County evidence of the bid and of the actual cost of development and construction of the Project and of any cost savings. Any net savings to the Project calculated after the final cost certification and taking into account any adjustments to the investor capital contributions shall be accounted by Atlantic BLVD Apartments, LLC, as applicable, as follows: 75 percent to pay outstanding principal and accrued or unpaid interest of the Loan, and 25 percent paid to Atlantic BLVD Apartments, LLC to fund reserves, paydown other principal debt, reduce the Project Developer's Deferred Developer Fee, or any other reductions or costs deemed prudent by Atlantic BLVD Apartments, LLC and the County; and

e) Atlantic BLVD Apartments, LLC can only use the Loan to pay for eligible development costs outlined by the County Loan Agreement within the Project ("Approved Use of the Loan"), and shall not use the Loan to pay for operating expenses, social services, project reserves, hard or soft cost contingencies, developer fees, pre-development costs, builder's profit or overhead, architect administration, syndication related costs, construction management fees, development/financing consultant fees or fees for other non-development related services, or financing fees; and

f) Within 15 days of receipt of final third-party debt and equity commitments, Atlantic BLVD Apartments, LLC shall submit to the County the budget, pro-forma and schedule of sources and uses for the Project; and

g) The amount of the Loan will be disbursed by an escrow account agent pursuant to an escrow account agent agreement approved by VH, if required, the County, and Atlantic BLVD Apartments, LLC, as applicable, only for the Approved Use of the Loan, and in accordance with final schedule of sources and uses approved by VH, the County and Atlantic BLVD Apartments, LLC; and

h) Atlantic BLVD Apartments, LLC shall grant and record in the Loudoun County land records 35-year affordability restrictive covenants; and

i) Atlantic BLVD Apartments, LLC shall grant an assignable right of first refusal to the Board to purchase the Project subject to Atlantic BLVD Apartments, LLC's priority right of first refusal, in accordance with the right of first refusal agreement with the County, in the event that the Project, or a portion of it, is transferred, sold or refinanced; and

j) Atlantic BLVD Apartments, LLC shall provide common area Wi-Fi and in-unit infrastructure for Wi-Fi to the residents of the Project, at no additional cost to the tenants; and Atlantic BLVD Apartments, LLC shall provide on-site resident services to residents of the Project, at no additional cost to the tenants, provided the availability of funds from either Project operations or Tenant Services Reserve(s); and

k) Atlantic BLVD Apartments, LLC shall include this Resolution when requesting proposals from lenders and/or investors, including equity investors. No terms negotiated between Atlantic BLVD Apartments, LLC and other parties shall violate this Resolution; and

l) The following terms apply to the Loan:

A) Interest Rate: Fixed rate of interest of 2.0 percent per year; and

B) Repayment of the Loan: The Loan should be fully repaid in Year 35 by using certified cash flow of the Project as follows: 50 percent of certified cash flow split until full repayment of the deferred developer fee, at which time 75 percent of certified cash flow shall be used to repay the Loan. If in the last year of the loan term there is still outstanding loan principal and interest, Atlantic BLVD Apartments, LLC shall be required to pay a balloon payment equivalent to the remaining loan principal and interest; and

C) Annual cash flow (aka residual receipts) to be certified by approved accountant and calculated as cash flow from operations available after payment of primary debt. Interest to be paid first with each annual payment then any remaining cash will be applied to reduce principal. Any annual interest due, but not fully paid, will carry over to the following year, but will not compound; and

D) Cash flow (aka residual receipts) means for each fiscal year, the total gross revenues for such fiscal year plus any amounts released from Project's reserve or escrow account as no longer being necessary to be held as part of such reserve or escrow account, minus the sum of the fiscal year (a) total senior lender debt service payments, (b) total approved operating expenses, (c) payments by Atlantic BLVD Apartments, LLC, as applicable, into the required VH capital replacement reserve, and (d) VH monitoring fee payment, if any. Within the compliance period as set forth by VH, the Borrower may use an amount to be released from the Project's reserve or escrow account to pay the deferred developer fee; and

E) Loan secured by a promissory note granted to Atlantic BLVD Apartments, LLC, and secured by deeds of trust on the land acquired for the Project plus improvements owned by Atlantic Blvd Apartments, LLC, as applicable; the note and respective deed of trust to be subordinated to the primary lender or the permanent loan; at all times with a secured priority for the Loan no lower than second position with respect to any lender; and

F) The Loan shall be used to finance only the Project, as described in the Loan application, whose main terms are as follows: (i) one new construction, four-story building with 80 units, with a secured entrance, community room with kitchenette, automated package delivery center, one central elevator, fitness room and a leasing

office; (ii) 100 percent of units and common areas of the building to comply with Universal Design standards; (iii) building to meet at least one Green Certification, as required by financing sources, including but not limited to: Energy Star, National Green Building, or Zero-Energy Ready Homes Standards; (iv) mix of about 39 percent (31 units) one-bedrooms, about 51 percent (41 units) two-bedrooms; and about 10 percent (8 units) three-bedrooms; (v) 80 units to serve households with incomes no greater than 60 percent of the AMI; (vi), subject to the award of eight Project-based Vouchers from Loudoun County DHCD, Atlantic BLVD Apartments, LLC, will set aside eight (8) units to serve households earning no greater than 30 percent of the AMI; (vii) eight (8) units will be UFAS or ANSI Fully-Accessible Units serving persons with disabilities; and

G) The Loan and the Loan Documents are subject to and should be consistent with the terms and conditions of the VH LIHTC, VH Reach, VH Reach Plus, and VH bond program, and the conditions of the Trust, as amended; subject to VH requirements, the Loan and its repayment shall be consistent with the terms outlined in this Resolution and the June 18, 2024, Board Regular Business Action Item. The Loan documents must be approved by both VH and the Loudoun County Attorney; and

H) The characteristics of the Project offered in the application submitted to VH shall not be inferior from the characteristics identified in sub-paragraph F) above; and

I) A copy of the funding application submitted to VH for the Project shall be provided to the County within 15 days of such submission; and

2. The Loudoun County Department of Housing and Community Development will assign, pursuant to the selection process set forth in the Loudoun County Administrative Plan for Project-based Vouchers approved by the Board on October 13, 2014, revised on October 20, 2020, and last revised on December 16, 2023, 8 Project-based Vouchers to provide rent subsidies at the Project, pending a complete application from Atlantic BLVD Apartments, LLC.

3. The Project is located in a defined Revitalization Area in the County of Loudoun pursuant to resolution adopted by this Board on December 5, 2017 in accordance with section 36-55.30:2.A of the Code of Virginia of 1950, as amended, as a Revitalization Area where (i) the industrial, commercial or other economic development of such area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within the Revitalization Area and thereby create a desirable economic mix of residents in such area. The Revitalization Area is shown on Exhibit A of such Resolution.

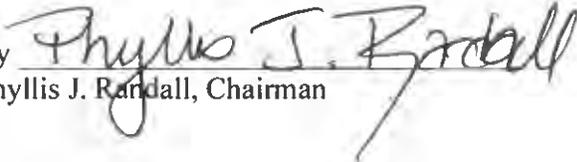
4. The Board agrees to set aside from the Trust an amount not to exceed \$6,336,829 to be lent to Atlantic Blvd Apartments, LLC, subject to compliance with all and each of the terms and

conditions of this Resolution. The County Loan should close not later than July 1, 2027, after which date the amount approved in this Resolution will no longer be available unless approved by the Board. The County Administrator or his designee is authorized to execute the final Loan documents, consistent with this Resolution, in final form approved by the County Attorney or his designee.

Board of Supervisors of Loudoun County, Virginia

Attest:

  
\_\_\_\_\_  
Tim Hemstreet  
Clerk to the Board

By   
Phyllis J. Randall, Chairman

This Resolution was approved by the Board of Supervisors this 18th<sup>th</sup> day of June, 2024.

# ATLANTIC BOULEVARD APARTMENTS

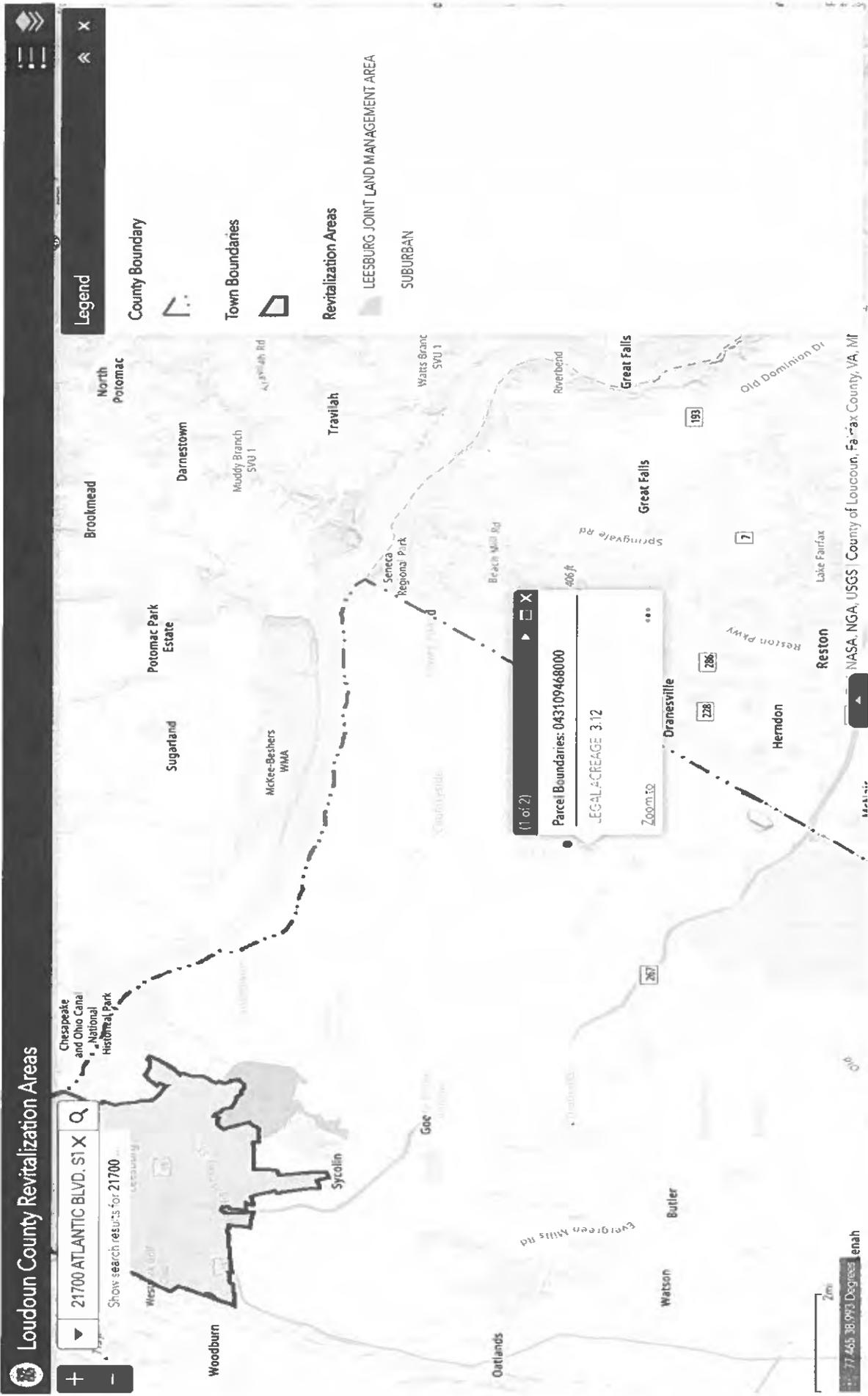


Exhibit A

# **Tab R:**

Documentation of Utility Allowance calculation



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Utility Cost Calculation Report:  
***Atlantic Boulevard Apartments***  
***Sterling, VA***



**Submitted and Prepared for:**  
Green Street Housing

Attn: Chase Powell  
212 E. Main Street  
Suite 200  
Salisbury, MD 21804  
[chase@greenstreethousing.com](mailto:chase@greenstreethousing.com)

**Submitted and Prepared by:**  
Dominion Due Diligence Group (D3G)

Timothy Bryant,  
NGBS Green Verifier, BPI-MFBA, HERS Rater  
Phone: 804.615.2145 (direct)  
Email: [t.bryant@d3g.com](mailto:t.bryant@d3g.com)



July 11, 2024

Chase Powell  
Green Street Housing  
212 E. Main Street, Suite 200  
Salisbury, MD 21804

RE: Utility Allowance Calculations Report  
Atlantic Boulevard Apartments  
Sterling, VA

Dear Chase Powell,

Dominion Due Diligence Group (D3G) respectfully provides the projected Utility Allowance Calculations (UAC) Report for Atlantic Boulevard Apartments. The projected Utility Allowance Calculations has been performed by qualified energy professionals using an engineering-based methodology to generate energy consumption based models for each dwelling unit type (based on a similar design). The consumption data is being reported using the universally accepted IRS Sec. 42 standard.

#### **A. Projected Utility Allowance Calculations Report**

To complete the utility allowance calculations study the following tasks were performed:

- a. Review client provided construction documents, submittals, and property information (DD Set 05/16/2024).
- b. Confirm utility providers, utility rates and service charges for each applicable utility provider for the dwelling units.
- c. Review utility information and metering configuration in the dwelling units.
- d. Calculate total energy consumption for each unit type, using approved energy modeling software.

The UACs are calculations based off the project's design information (plans and specifications) provided to us from the owner. UACs were performed using the energy consumption modeling method. The UACs are based on engineering calculations, standardized consumption tables, and back tested with in-house research. With the energy consumption-based methodology, an energy model was developed for each unit type, per floor and per building. The utility provider rates, and the service charge were confirmed on the day the report was issued (07/11/2024) and used within the energy models to produce UACs for the property. The projected Utility Allowance Calculations methods follow the following standards:

- IRS Section 42
- HUD

## 2.0 Description of Property and Assumptions

Utility Allowance Calculations for proposed properties require both a review of the available construction documents as well as researched based inputs determined by qualified energy professionals. The following table details the subject property, the unit level uses of energy and the utility providers. The information provided below should be confirmed for The Atlantic Boulevard Apartments.

### Description of Property:

Name: Atlantic Boulevard Apartments  
Location: Sterling, VA  
Type: (80) units within (1) 4-story building  
Dwelling Unit Utilities: Electricity  
Water & Sewer  
Utility Configuration: Electricity = Tenant Responsibility  
Water and Sewer = Tenant Responsibility

### Types of Homes:

Multifamily: 1 Bedroom (31)  
2 Bedroom (41)  
3 Bedroom (8)

### Unit Level Energy Use:

Cooling System: Air Source Heat Pump, 14.3 SEER2  
Heating System: Air Source Heat Pump, 7.5 HSPF2  
Domestic Hot Water: 40 & 50 Gallon Electric Storage Tanks, 0.95 EF  
Water Fixtures: Kitchen Faucets 1.8 GPM, Lavatory Faucets 1.2 GPM, Showers 1.75 GPM,  
Water Closets 1.28 GPF  
Cooking: Electric Range w/Convection Oven  
Refrigerator: Energy Star  
Dishwasher: Energy Star  
Washing Machine: Energy Star  
Dryer: Energy Star  
Lighting Package: 100% LED  
Vinyl Windows: U-Value 0.29/SHGC 0.28  
Foundation: Podium slab w/underside insulation  
Exterior Wall Insulation: Wood-framed construction, R-21 batt insulation, R-3 insulated sheathing  
Sloped Roof Insulation: R-30 rigid insulation

### Utility Providers:

Electricity: Dominion Energy  
Water & Sewer: Loudoun Water



### 3.0 Utility Allowance Calculations

Our consumption averages approximate a reasonable consumption by an energy-conservative household of modest circumstances, and per HUD Regulations we establish utility allowance calculations for each dwelling unit category and unit size. These utility allowance calculations include all services which the responsibility of the tenant would be, as identified by the developer.

Utility Allowance Calculations Schedule:

Analysis of the various unit configurations for electric, natural gas (if any at the property), and water/sewer services (where these services applied to consumption at the dwelling unit level) determined the following utility allowance values.

Unit Type	Electric Consumption Charges	Electric Service Charges	Water/Sewer Consumption Charges	Water/Sewer Service Charges	UAC Total
1 Bedroom	\$25.17	\$56.95	\$20.62	\$26.75	\$129.49
2 Bedroom	\$29.36	\$70.49	\$30.93	\$26.75	\$157.53
3 Bedroom	\$31.37	\$77.00	\$41.24	\$26.75	\$176.36

*\*Note – Monthly projected utility cost is based on annual consumption divided equally over 12 months.*

Charges to tenants for residential electric service include the Basic Service Charge, Distribution Charges, Generation Charges, Non-Bypassable Charges, Deferred Fuel Cost Charges, Sales and Use Surcharges, Consumption Tax, and service riders including the C1A-C4A, GT, RBB, U, RGGI, B, BW, E, GV, R, S, SNA, US-2, US-3, US-4, T1, A, and PIPP Universal Service Fee. Total service charges for each unit differ because they include the basic service charge of \$7.58 in addition to the consumption-adjusted rider charges and fees. For the **one-bedroom unit**, the calculated consumption and distribution charges including applicable riders and basic service charge amount to \$25.17, the service charges, corresponding riders and additional fees and taxes amount to \$56.95, totaling to **\$82.12**. For the **two-bedroom unit**, the calculated consumption and distribution charges including applicable riders and basic service charge amount to \$29.36, the service charges, corresponding riders and additional fees and taxes amount to \$70.49, totaling to **\$99.85**. For the **three-bedroom unit**, the calculated consumption and distribution charges including applicable riders and basic service charge amount to \$31.37, the service charges, corresponding riders and additional fees and taxes amount to \$77.00, totaling to **\$108.37**

Charges to tenants for residential water and sewer service include the monthly water base fee of \$13.38 and monthly sewer base fee of \$13.37 in addition to tiered residential water consumption charges and residential sewer consumption charges. For the **one-bedroom unit**, the calculated consumption at \$2.94 per 1,000 gallons for water and \$5.76 for sewer use amount to \$20.62, with the service charges adding to \$26.75, the expected total is **\$47.37**. For the **two-bedroom unit**, the calculated consumption at \$2.94 per 1,000 gallons for water and \$5.76 for sewer use amount to \$30.93, with the service charges adding \$26.75, the expected total is **\$57.68**. For the **three-bedroom unit**, the calculated consumption at \$2.94 per 1,000 gallons for water and \$5.76 for sewer use amount to \$41.24, with the service charges adding \$26.75, the expected total is **\$67.99**.



The Utility Allowance Calculations were completed on July 11, 2024.  
The Utility Allowance Calculations effective date is October 11, 2024. (90 Days from completion)

Should you have any questions regarding the contents of this Utility Allowance Calculations report, please feel free to contact D3G at (804) 237-6853.

Sincerely,

Timothy Bryant, NGBS Green Verifier, BPI-MFBA, HERS Rater



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Signature



Attachments:

Attachment 1: HUD Form

Attachment 2: Utility Rate & Information

Attachment 3: Staff Resumes & Overall Company Resume



## UTILITY ALLOWANCE CALCULATIONS

**PROPERTY NAME:** Atlantic Boulevard Apartments  
**UAC RECEIVED DATE:** 07/11/24  
**IMPLEMENTATION EFFECTIVE DATE:** Before 10/11/2024

Building	Unit Type	ADDRESS	SQ FOOTAGE	Electric	Water / Sewer	UAC Total
Multifamily	1 Bedroom	Sterling, VA	843	\$82.12	\$47.37	\$129.49
Multifamily	2 Bedroom		1,155	\$99.85	\$57.68	\$157.53
Multifamily	3 Bedroom		1,177	\$108.37	\$67.99	\$176.36

**Utility Allowance Schedule**

See Public Reporting and Instructions on back.

**U.S Department of Housing and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 04/30/2026

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type					Date (mm/dd/yyyy)	
Sterling, VA		1, 2, 3 Bedrooms					07/11/2024	
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas							
	Bottled Gas							
	Electric							
	Electric – Heat Pump		\$20.40	\$23.68	\$22.74			
	Fuel Oil							
	Other							
Cooking	Natural Gas							
	Bottled Gas							
	Electric		\$4.24	\$4.69	\$5.13			
	Other							
Other Electric	Remaining Electric		\$27.76	\$33.29	\$35.33			
Air Conditioning			\$4.57	\$6.88	\$8.09			
Water Heating	Natural Gas							
	Bottled Gas							
	Electric		\$17.57	\$23.73	\$29.50			
	Electric – Heat Pump							
	Fuel Oil							
Water			\$20.62	\$30.93	\$41.24			
Sewer			\$26.75	\$26.75	\$26.75			
Trash Collection								
Other – specify	Electric Service Charge		\$7.58	\$7.58	\$7.58			
Range/Microwave								
Refrigerator								
<b>Actual Family Allowances</b> – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance		
Head of Household Name <b>Atlantic Boulevard Apartments</b>  Unit Address Sterling, VA  Number of Bedrooms 1,2 and 3					Heating			
					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
Refrigerator								
Total								

PHAs must maintain a completed HUD Form-52667 Utility Allowance Schedule for each unit type that is typical in the PHA's jurisdiction. The utility allowance schedule is based on the typical cost of utilities and services paid by energy-conservation households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole and current utility rates.

This form includes the utilities that the PHA must consider: heating (space), cooking, other electric (e.g. lights, appliances, general usage), air conditioning (if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant-installed air conditioners), water heating, water, sewer, trash, the cost to provide a range, and the cost to provide a refrigerator. This form includes several fuel types, however, the PHA is not required to have a utility allowance for every fuel type listed on the form. The PHA is only required to have an allowance for the fuel types that are typical in the PHA's jurisdiction.

Electric resistance vs. electric heat pump: The most recent update to the HUD-52667 includes "Electric Heat Pump" as a fuel type under "Heating" and "Water Heating". PHAs may choose to provide an allowance on the schedule for electric (resistance), electric heat pump, or both. Heat pumps are more efficient and are associated with lower consumption. By adding this to the form, HUD is not requiring PHAs to consider both. This is up to the PHA, however, the [HUD Utility Schedule Model](#) tool available on HUDUser.gov provides an allowance for both electric resistance and electric heat pump.

Determining Allowances: In general, PHAs use local sources of information on the cost of utilities and services, such as:

1. Electric utility suppliers
2. Natural gas utility suppliers
3. Water and sewer suppliers
4. Fuel oil and bottled gas suppliers
5. Public service commissions
6. Real estate and property management firms
7. State and local agencies
8. Appliance sales and leasing firms

PHAs may use the HUD Utility Schedule Model (HUSM) available on HUDUser.org to determine their Utility Allowance Schedules. The tool uses geographic-specific utility consumption rates combined with user entered data on utility rates to determine the overall monthly allowance.

**OMB Burden Statement:** The public reporting burden for this information collection is estimated to be up to 0.25 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information collected is required to determine the amount of utility allowance necessary to calculate the family's tenant portion. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

**Privacy Notice:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information collected specifies which utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

May 1, 2019

Sample Bill

DOMINION CUSTOMER

12345 MAIN STREET  
ANYWHERE, VA 12345

Billing and Payment Summary

Account # 0123456789

Due Date: May 26, 2019

Total Amount Due \$ 132.78

To avoid a Late Payment Charge of 1.5% please pay by May 26, 2019.

Previous Amount Due: \$ 128.19  
Payments as of Feb 25: \$ 128.19CR

For service emergencies and power outages please call  
1-866-DOM-HELP (1-866-366-4357). Visit us at www.dominionenergy.com.

Meter and Usage

Current Billing Days: 30

Billable Usage

Schedule 1 03/31-04/30  
Total kWh 1000

Measured Usage

Meter: 00023456789 03/31-04/30  
Current Reading 72451  
Previous Reading 71451  
Total kWh 1000

Usage History

Mo	Yr	kWh
Apr	18	883
May	18	2004
Jun	18	1873
Jul	18	1745
Aug	18	1570
Sep	18	1186
Oct	18	1338
Nov	18	1558
Dec	18	1067
Jan	19	1080
Feb	19	1042
Mar	19	1000
Apr	19	1000

Explanation of Bill Detail

Customer Service 1-866-DOM-HELP (1-866-366-4357)

Previous Balance 128.19  
Payment Received 128.19 CR  
Balance Forward 0.00

Residential Service (Schedule 1) 03/31-04/30  
Distribution Service 28.29  
Electricity Supply Svc (ESS)  
Generation 46.70  
Transmission 13.01  
Fuel 27.00  
Green Power (Rider G 100% Usage) 13.00  
Sales and Use Surcharge 0.56

State/ Local Consumption Tax 1.52  
Utility Tax 2.70  
Total Current Charges 132.78

Total Account Balance 132.78

View payment options, request service changes and enroll in eBill at  
www.dominionenergy.com, search: Manage Your Account

Important Customer Information from Dominion Energy Virginia

Help a family in need through EnergyShare – add \$1, 2, 3, 5, 10, 20, 25, or 35 to your payment, Overpayments in these exact amounts are automatically recognized as a contribution to EnergyShare. You may also mail a separate check for any amount payable to EnergyShare to P.O. box 91717, Richmond, VA 23291-1717

Mailed on May 01, 2019

Please detach and return this payment coupon with your check made payable to Dominion Energy Virginia. Please see reverse side for mailing address change instructions.

Payment Coupon

Bill Date May 01 19

Please Pay by 04/26  
\$ 132.78

Amount Enclosed

[Empty box for amount enclosed]

Account No. 0123456789

DOMINION CUSTOMER  
12345 MAIN STREET  
ANYWHERE, VA 12345

Send Payment to:

DOMINION ENERGY VIRGINIA  
P O BOX 26543  
RICHMOND VA 23290-0001

EXHIBIT OF APPLICABLE RIDERS

- I. The riders listed below are applicable to Virginia Electric and Power Company's Filed Rate Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV, 5, 5C, 5P, 6, GS-1, DP-1, GS-2, GS-2T, DP-2, GS-3, GS-4, 6TS, 7, 8, 10, 24, 25, 27, 28, and 29, as well as applicable charges specified in any special rates, contracts or incentives approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 on a per kilowatt and/or per kilowatt-hour basis as indicated in the individual rider.

<b>Rider</b>	<b>Description</b>	<b>Effective for Usage On and After</b>	<b>Applicable Service Type</b>
A	Fuel Charge	07-01-23	Electricity Supply
B	Biomass Conversions	04-01-24	Electricity Supply
BW	Brunswick County Power Station	09-01-23	Electricity Supply
C1A	Peak-Shaving Increment Rider	09-01-23	Distribution
C2A	Energy Efficiency Increment Rider	09-01-23	Distribution
C3A	Energy Efficiency Increment Rider	09-01-23	Distribution
C4A	Energy Efficiency Increment Rider	09-01-23	Distribution
E	Environmental Projects	11-01-23	Electricity Supply
GT	Grid Transformation	06-01-24	Distribution
GV	Greensville Power Station	04-01-24	Electricity Supply
RBB	Rural Broadband Pilot Projects	05-01-24	Distribution
RGGI	Regional Greenhouse Gas Initiative	09-01-23	Electricity Supply
SNA	Surry and North Anna Nuclear Life Extension Program	09-01-23	Electricity Supply
T1	Transmission	09-01-23	Electricity Supply
U	Strategic Underground Program	04-01-23	Distribution
US-2	US-2 Solar Projects	09-01-23	Electricity Supply

(Continued)

EXHIBIT OF APPLICABLE RIDERS

(Continued)

- I. The riders listed below are applicable to Virginia Electric and Power Company's Filed Rate Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV, 5, 5C, 5P, 6, GS-1, DP-1, GS-2, GS-2T, DP-2, GS-3, GS-4, 6TS, 7, 8, 10, 24, 25, 27, 28, and 29, as well as applicable charges specified in any special rates, contracts or incentives approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 on a per kilowatt and-or per kilowatt-hour basis as indicated in the individual rider.  
(Continued)

<b>Rider</b>	<b>Description</b>	<b>Effective for Usage On and After</b>	<b>Applicable Service Type</b>
US-3	US-3 Solar Projects	06-01-24	Electricity Supply
US-4	US-4 Solar Projects	06-01-24	Electricity Supply

- II. The riders listed below are applicable to Virginia Electric and Power Company's Filed Rate Schedules MBR and SCR.

<b>Rider</b>	<b>Description</b>	<b>Effective for Usage On and After</b>	<b>Applicable Service Type</b>
C1A	Peak-Shaving Increment Rider	09-01-23	Distribution
C2A	Energy Efficiency Increment Rider	09-01-23	Distribution
C3A	Energy Efficiency Increment Rider	09-01-23	Distribution
C4A	Energy Efficiency Increment Rider	09-01-23	Distribution
GT	Grid Transformation	06-01-24	Distribution
RBB	Rural Broadband Pilot Projects	05-01-24	Distribution
T1	Transmission	09-01-23	Electricity Supply
U	Strategic Underground Program	04-01-23	Distribution

(Continued)

EXHIBIT OF APPLICABLE RIDERS

(Continued)

III. The riders listed below may apply based upon the circumstances as indicated in the applicability section of the specific rider.

<b>Rider</b>	<b>Description</b>	<b>Effective Date</b>
CRC	Manufacturing and Commercial Competitiveness Retention Credit Rider	05-01-19
D	Tax Effect Recovery	04-01-24
EDR	Economic Development Rate	01-01-22
F	Receivers or Trustees	03-01-54
G	Renewable Energy Program	For Bills Rendered On and After 02-01-22
PIPP	Universal Service Fee	12-01-23
REC	Renewable Energy Certificate Purchase Program	For Bills Rendered On and After 01-01-22
TRG	100 Percent Total Renewable Generation	06-01-24
VCS	Virginia Community Solar Pilot Program	01-01-23

IV. The riders listed below are non-bypassable and may apply based upon the circumstances as indicated according to each specific rider.

<b>Rider</b>	<b>Description</b>	<b>Effective For Usage On and After</b>	<b>Applicable Service Type</b>
CCR	Closure of Coal Combustion Residuals Impoundments	12-01-23	Non-bypassable
CE	Clean Energy Projects and Power Purchase Agreements	05-01-24	Non-bypassable
OSW	Coastal Virginia Offshore Wind	09-01-23	Non-bypassable
RPS	Renewable Energy Portfolio Standard	09-01-23	Non-bypassable

Schedule 1

RESIDENTIAL SERVICE

---

I. APPLICABILITY AND AVAILABILITY

This schedule is applicable only to Customers (1) who elect to receive separately metered and billed Electricity Supply Service and Electric Delivery Service from the Company or (2) who are eligible for and elect to purchase Electricity Supply Service from a Competitive Service Provider in accordance with Va. Code § 56-577 A for use in and about (a) a single-family residence, flat or apartment, (b) a combination farm and one occupied single-family residence, flat or apartment, (c) a private residence used as a boarding and/or rooming house with no more than one cooking installation nor more than ten bedrooms, or (d) separately metered service to detached accessory buildings appurtenant to residential dwellings unless such buildings use electricity for commercial or industrial purposes.

A combination residence and farm, having more than one single-family residence, flat or apartment served electricity through a single meter, that was being billed under this schedule prior to April 1, 1971, may continue to be supplied electricity under this schedule provided each such dwelling unit is occupied by the owner or by a tenant working on the farm. Such multiple-residence farms connected on and after April 1, 1971, shall not be served under this schedule.

This schedule is not applicable for (a) individual motors rated over 15 HP, and (b) commercial use as in hotels, public inns, motels, auto courts, tourist courts, tourist camps, or trailer camps.

II. MONTHLY RATE

A. Distribution Service Charges

1. Basic Customer Charge

Basic Customer Charge \$7.58 per billing month.

2. Plus Distribution kWh Charge

a. Billing Months of June – September

First 800 kWh @ 2.4986¢ per kWh

Over 800 kWh @ 1.7955¢ per kWh

b. Billing Months of October – May

First 800 kWh @ 2.4986¢ per kWh

Over 800 kWh @ 1.7955¢ per kWh

(Continued)

Schedule 1

RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

3. Plus each Distribution kilowatt-hour used is subject to all applicable riders in the Exhibit of Applicable Riders, including non-bypassable charges.
4. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company’s TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, the Customer shall be billed a Distribution Standby Charge of \$3.24 per kW of demand, minus the charge under II.A.2., above, but not less than zero.

B. Electricity Supply (ES) Service Charges

Paragraph II.B. is not applicable to Customers receiving Electricity Supply Service from a Competitive Service Provider, except for non-bypassable charges in the Exhibit of Applicable Riders, as discussed in Paragraph V., below:

1. Generation kWh Charge

- a. Billing Months of June – September

First 800 ES kWh	@	2.9421¢ per kWh
Over 800 ES kWh	@	4.4768¢ per kWh
- b. Billing Months of October – May

First 800 ES kWh	@	2.9421¢ per kWh
Over 800 ES kWh	@	2.2706¢ per kWh

2. Plus Transmission kWh Charge

- a. All kWh @ 0.970¢ per kWh
- b. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company’s TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, the Customer shall be billed a Transmission Standby Charge of \$1.32 per kW of demand, minus the charge under II.B.2.a., above, but not less than zero.

3. Plus each Electricity Supply kilowatt-hour used is subject to all applicable riders in the Exhibit of Applicable Riders, including non-bypassable charges, as discussed in Paragraph V., below.

(Continued)

Schedule 1

RESIDENTIAL SERVICE

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(Continued)

II. MONTHLY RATE (Continued)

4. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company’s TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, each measured kW of Demand is subject to all applicable riders, included in the Exhibit of Applicable Riders.

C. The minimum charge shall be the Basic Customer Charge in II.A.1., above.

III. DETERMINATION OF DEMAND

Where demand is measured by the Company, such demand will be determined as the highest average kW measured during any 30-minute interval of the current billing month, rounded to the nearest tenth.

IV. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in the initial block of the Distribution kWh Charge and the Generation kWh Charge shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; the rate specified in II.A.4. shall be multiplied by two before the kW of demand is applied to such modified rate; the rate specified in II.B.2.b. shall be multiplied by two before the kW of demand is applied to such modified rate; and the minimum charge shall be the modified Basic Customer Charge.

V. NON-BYPASSABLE CHARGES

Any Commission approved non-bypassable charges in the Exhibit of Applicable Riders shall apply to all Customers, irrespective of generation supplier pursuant to Virginia Law, unless the Customer meets the statutory requirements for exemption from such charges.

VI. TERM OF CONTRACT

Open order.

EXHIBIT OF APPLICABLE RIDERS

- I. The riders listed below are applicable to Virginia Electric and Power Company's Filed Rate Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV, 5, 5C, 5P, 6, GS-1, DP-1, GS-2, GS-2T, DP-2, GS-3, GS-4, 6TS, 7, 8, 10, 24, 25, 27, 28, and 29, as well as applicable charges specified in any special rates, contracts or incentives approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 on a per kilowatt and/or per kilowatt-hour basis as indicated in the individual rider.

<b>Rider</b>	<b>Description</b>	<b>Effective for Usage On and After</b>	<b>Applicable Service Type</b>
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C1A	Peak-Shaving Increment Rider	09-01-23	Distribution
C2A	Energy Efficiency Increment Rider	09-01-23	Distribution
C3A	Energy Efficiency Increment Rider	09-01-23	Distribution
C4A	Energy Efficiency Increment Rider	09-01-23	Distribution
E	Environmental Projects	11-01-23	Electricity Supply
GT	Grid Transformation	06-01-24	Distribution
GV	Greensville Power Station	04-01-24	Electricity Supply
RBB	Rural Broadband Pilot Projects	05-01-24	Distribution
RGGI	Regional Greenhouse Gas Initiative	09-01-23	Electricity Supply
SNA	Surry and North Anna Nuclear Life Extension Program	09-01-23	Electricity Supply
T1	Transmission	09-01-23	Electricity Supply
U	Strategic Underground Program	04-01-23	Distribution
US-2	US-2 Solar Projects	09-01-23	Electricity Supply

(Continued)

EXHIBIT OF APPLICABLE RIDERS

(Continued)

- I. The riders listed below are applicable to Virginia Electric and Power Company's Filed Rate Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV, 5, 5C, 5P, 6, GS-1, DP-1, GS-2, GS-2T, DP-2, GS-3, GS-4, 6TS, 7, 8, 10, 24, 25, 27, 28, and 29, as well as applicable charges specified in any special rates, contracts or incentives approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 on a per kilowatt and-or per kilowatt-hour basis as indicated in the individual rider.  
(Continued)

<b>Rider</b>	<b>Description</b>	<b>Effective for Usage On and After</b>	<b>Applicable Service Type</b>
US-3	US-3 Solar Projects	06-01-24	Electricity Supply
US-4	US-4 Solar Projects	06-01-24	Electricity Supply

- II. The riders listed below are applicable to Virginia Electric and Power Company's Filed Rate Schedules MBR and SCR.

<b>Rider</b>	<b>Description</b>	<b>Effective for Usage On and After</b>	<b>Applicable Service Type</b>
C1A	Peak-Shaving Increment Rider	09-01-23	Distribution
C2A	Energy Efficiency Increment Rider	09-01-23	Distribution
C3A	Energy Efficiency Increment Rider	09-01-23	Distribution
C4A	Energy Efficiency Increment Rider	09-01-23	Distribution
GT	Grid Transformation	06-01-24	Distribution
RBB	Rural Broadband Pilot Projects	05-01-24	Distribution
T1	Transmission	09-01-23	Electricity Supply
U	Strategic Underground Program	04-01-23	Distribution

(Continued)

EXHIBIT OF APPLICABLE RIDERS

(Continued)

III. The riders listed below may apply based upon the circumstances as indicated in the applicability section of the specific rider.

<b>Rider</b>	<b>Description</b>	<b>Effective Date</b>
CRC	Manufacturing and Commercial Competitiveness Retention Credit Rider	05-01-19
D	Tax Effect Recovery	04-01-24
EDR	Economic Development Rate	01-01-22
F	Receivers or Trustees	03-01-54
G	Renewable Energy Program	For Bills Rendered On and After 02-01-22
PIPP	Universal Service Fee	12-01-23
REC	Renewable Energy Certificate Purchase Program	For Bills Rendered On and After 01-01-22
TRG	100 Percent Total Renewable Generation	06-01-24
VCS	Virginia Community Solar Pilot Program	01-01-23

IV. The riders listed below are non-bypassable and may apply based upon the circumstances as indicated according to each specific rider.

<b>Rider</b>	<b>Description</b>	<b>Effective For Usage On and After</b>	<b>Applicable Service Type</b>
CCR	Closure of Coal Combustion Residuals Impoundments	12-01-23	Non-bypassable
CE	Clean Energy Projects and Power Purchase Agreements	05-01-24	Non-bypassable
OSW	Coastal Virginia Offshore Wind	09-01-23	Non-bypassable
RPS	Renewable Energy Portfolio Standard	09-01-23	Non-bypassable

RIDER C1A  
PEAK-SHAVING INCREMENT RIDER

The Peak-Shaving kWh Charge, which is contained in the Distribution Service Charges section within each of the following Virginia Electric and Power Company filed Rate Schedules and within the Other Monthly Charges section of the special contracts approved by the Commission pursuant to Virginia Code § 56-235.2 (“Special Contracts”), shall be increased by the applicable cents per kilowatt-hour increment<sup>1</sup> shown below.

<b>Rate Schedule</b>	<b>Cents per Distribution kWh Charge</b>
Schedule 1	0.0077¢/kWh
Schedule 1G	0.0077¢/kWh
Schedule 1P	0.0077¢/kWh
Schedule 1S	0.0077¢/kWh
Schedule 1T	0.0077¢/kWh
Schedule 1W	0.0077¢/kWh
Schedule DP-R	0.0077¢/kWh
Schedule 1EV	0.0077¢/kWh
Schedule EV	0.0077¢/kWh
Schedule GS-1	0.0061¢/kWh
Schedule DP-1	0.0061¢/kWh
Schedule GS-2 (Non-Demand Billing)	0.0057¢/kWh
Schedule GS-2 (Demand Billing)	0.0057¢/kWh
Schedule GS-2T	0.0057¢/kWh
Schedule DP-2	0.0057¢/kWh
Schedules GS-3, MBR, SCR (Secondary)	0.0044¢/kWh
Schedules GS-4, MBR, SCR (Primary)	0.0028¢/kWh
Schedules GS-4, MBR, SCR (Transmission)	0.0028¢/kWh
Schedule 8 (Primary)	0.0028¢/kWh
Schedule 8 (Transmission)	0.0028¢/kWh
Schedule 10 (Secondary)	0.0044¢/kWh
Schedule 10 (Primary & Transmission)	0.0028¢/kWh
Schedule 5	0.0057¢/kWh
Schedule 5C	0.0084¢/kWh
Schedule 5P	0.0084¢/kWh
Schedule 6	0.0044¢/kWh
Schedule 6TS	0.0044¢/kWh
Schedule 7	0.0061¢/kWh
Schedules 24, 25, 27, 28, 29	0.0072¢/kWh

<sup>1</sup> This increment is not part of the Distribution kWh Charge included in the Distribution Service Charges section of the Rate Schedules, nor is this increment part of the Distribution kWh Charge included in the Other Monthly Charges section of the Special Contracts. Therefore, such increment shall be applied in addition to the Distribution rates stated in the Rate Schedules and the Special Contracts.

RIDER C2A  
ENERGY EFFICIENCY INCREMENT RIDER

The Energy Efficiency kWh Charge, which is contained in the Distribution Service Charges section within each of the following Virginia Electric and Power Company filed Rate Schedules and within the Other Monthly Charges section of the special contracts approved by the Commission pursuant to Virginia Code § 56-235.2 (“Special Contracts”) shall be increased by the applicable cents per kilowatt-hour increment<sup>1</sup> shown below.

Rate Schedule	Cents per Distribution kWh Charge
Schedule 1	-0.0023¢/kWh
Schedule 1G	-0.0023¢/kWh
Schedule 1P	-0.0023¢/kWh
Schedule 1S	-0.0023¢/kWh
Schedule 1T	-0.0023¢/kWh
Schedule 1W	-0.0023¢/kWh
Schedule DP-R	-0.0023¢/kWh
Schedule 1EV	-0.0023¢/kWh
Schedule EV	-0.0023¢/kWh
Schedule GS-1	-0.0018¢/kWh
Schedule DP-1	-0.0018¢/kWh
Schedule GS-2 (Non-Demand Billing)	-0.0017¢/kWh
Schedule GS-2 (Demand Billing)	-0.0017¢/kWh
Schedule GS-2T	-0.0017¢/kWh
Schedule DP-2	-0.0017¢/kWh
Schedules GS-3, MBR, SCR (Secondary)	-0.0013¢/kWh
Schedules GS-4, MBR, SCR (Primary)	-0.0008¢/kWh
Schedules GS-4, MBR, SCR (Transmission)	-0.0008¢/kWh
Schedule 8 (Primary)	-0.0008¢/kWh
Schedule 8 (Transmission)	-0.0008¢/kWh
Schedule 10 (Secondary)	-0.0013¢/kWh
Schedule 10 (Primary & Transmission)	-0.0008¢/kWh
Schedule 5	-0.0017¢/kWh
Schedule 5C	-0.0025¢/kWh
Schedule 5P	-0.0025¢/kWh
Schedule 6	-0.0013¢/kWh
Schedule 6TS	-0.0013¢/kWh
Schedule 7	-0.0018¢/kWh
Schedules 24, 25, 27, 28, 29	-0.0022¢/kWh

<sup>1</sup> This increment is not part of the Distribution kWh Charge included in the Distribution Service Charges section of the Rate Schedules, nor is this increment part of the Distribution kWh Charge included in the Other Monthly Charges section of the Special Contracts. Therefore, such increment shall be applied in addition to the Distribution rates stated in the Rate Schedules and the Special Contracts.

**RIDER C3A**  
**ENERGY EFFICIENCY INCREMENT RIDER**

The Energy Efficiency kWh Charge, which is contained in the Distribution Service Charges section within each of the following Virginia Electric and Power Company filed Rate Schedules and within the Other Monthly Charges section of the special contracts approved by the Commission pursuant to Virginia Code § 56-235.2 (“Special Contracts”) shall be increased by the applicable cents per kilowatt-hour increment<sup>1</sup> shown below.

Rate Schedule	Cents per Distribution kWh Charge
Schedule 1	-0.0329¢/kWh
Schedule 1G	-0.0329¢/kWh
Schedule 1P	-0.0329¢/kWh
Schedule 1S	-0.0329¢/kWh
Schedule 1T	-0.0329¢/kWh
Schedule 1W	-0.0329¢/kWh
Schedule DP-R	-0.0329¢/kWh
Schedule 1EV	-0.0329¢/kWh
Schedule EV	-0.0329¢/kWh
Schedule GS-1	-0.0263¢/kWh
Schedule DP-1	-0.0263¢/kWh
Schedule GS-2 (Non-Demand Billing)	-0.0244¢/kWh
Schedule GS-2 (Demand Billing)	-0.0244¢/kWh
Schedule GS-2T	-0.0244¢/kWh
Schedule DP-2	-0.0244¢/kWh
Schedules GS-3, MBR, SCR (Secondary)	0.0000¢/kWh
Schedules GS-4, MBR, SCR (Primary)	0.0000¢/kWh
Schedules GS-4, MBR, SCR (Transmission)	0.0000¢/kWh
Schedule 8 (Primary)	0.0000¢/kWh
Schedule 8 (Transmission)	0.0000¢/kWh
Schedule 10 (Secondary)	0.0000¢/kWh
Schedule 10 (Primary & Transmission)	0.0000¢/kWh
Schedule 5	-0.0244¢/kWh
Schedule 5C	-0.0363¢/kWh
Schedule 5P	-0.0363¢/kWh
Schedule 6	0.0000¢/kWh
Schedule 6TS	0.0000¢/kWh
Schedule 7	-0.0263¢/kWh
Schedules 24, 25, 27, 28, 29	-0.0312¢/kWh

<sup>1</sup> This increment is not part of the Distribution kWh Charge included in the Distribution Service Charges section of the Rate Schedules, nor is this increment part of the Distribution kWh Charge included in the Other Monthly Charges section of the Special Contracts. Therefore, such increment shall be applied in addition to the Distribution rates stated in the Rate Schedules and the Special Contracts.

**RIDER C4A**  
**ENERGY EFFICIENCY INCREMENT RIDER**

The Energy Efficiency kWh Charge, which is contained in the Distribution Service Charges section within each of the following Virginia Electric and Power Company filed Rate Schedules and within the Other Monthly Charges section of the special contracts approved by the Commission pursuant to Virginia Code § 56-235.2 (“Special Contracts”) shall be increased by the applicable cents per kilowatt-hour increment<sup>1</sup> shown below.

Rate Schedule	Cents per Distribution kWh Charge
Schedule 1	0.2114¢/kWh
Schedule 1G	0.2114¢/kWh
Schedule 1P	0.2114¢/kWh
Schedule 1S	0.2114¢/kWh
Schedule 1T	0.2114¢/kWh
Schedule 1W	0.2114¢/kWh
Schedule DP-R	0.2114¢/kWh
Schedule 1EV	0.2114¢/kWh
Schedule EV	0.2114¢/kWh
Schedule GS-1	0.1690¢/kWh
Schedule DP-1	0.1690¢/kWh
Schedule GS-2 (Non-Demand Billing)	0.1571¢/kWh
Schedule GS-2 (Demand Billing)	0.1571¢/kWh
Schedule GS-2T	0.1571¢/kWh
Schedule DP-2	0.1571¢/kWh
Schedules GS-3, MBR, SCR (Secondary)	0.1209¢/kWh
Schedules GS-4, MBR, SCR (Primary)	0.0755¢/kWh
Schedules GS-4, MBR, SCR (Transmission)	0.0755¢/kWh
Schedule 8 (Primary)	0.0755¢/kWh
Schedule 8 (Transmission)	0.0755¢/kWh
Schedule 10 (Secondary)	0.1209¢/kWh
Schedule 10 (Primary & Transmission)	0.0755¢/kWh
Schedule 5	0.1571¢/kWh
Schedule 5C	0.2331¢/kWh
Schedule 5P	0.2331¢/kWh
Schedule 6	0.1209¢/kWh
Schedule 6TS	0.1209¢/kWh
Schedule 7	0.1690¢/kWh
Schedules 24, 25, 27, 28, 29	0.2001¢/kWh

<sup>1</sup> This increment is not part of the Distribution kWh Charge included in the Distribution Service Charges section of the Rate Schedules, nor is this increment part of the Distribution kWh Charge included in the Other Monthly Charges section of the Special Contracts. Therefore, such increment shall be applied in addition to the Distribution rates stated in the Rate Schedules and the Special Contracts.

RIDER GT  
GRID TRANSFORMATION

The following Virginia Electric and Power Company filed Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

Rate Schedules	Cents per Distribution kWh Charge	Dollars per kW Demand Charge
Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV	0.3217¢/kWh	
Schedules GS-1, DP-1	0.1815¢/kWh	
Schedule GS-2 (Non-Demand Billing)	0.1418¢/kWh	
Schedule GS-2 (Demand Billing)		\$0.510/kW <sup>1</sup>
Schedule GS-2T		\$0.400/kW <sup>2</sup>
Schedule DP-2	0.1281¢/kWh	
Schedules GS-3, MBR, SCR (Secondary)		\$0.307/kW <sup>2</sup>
Schedules GS-4, MBR, SCR (Primary)		\$0.267/kW <sup>2</sup>
Schedules GS-4, MBR, SCR (Transmission)		\$0.000/kW <sup>2</sup>
Schedule 5	0.1281¢/kWh	
Schedule 5C	0.2378¢/kWh	
Schedule 5P	0.2378¢/kWh	
Schedule 6		\$0.307/kW <sup>2</sup>
Schedule 6TS		\$0.307/kW <sup>2</sup>
Schedule 7	0.1815¢/kWh	
Schedule 8		\$0.267/kW <sup>2</sup>
Schedule 10 (Secondary)		\$0.307/kW <sup>2</sup>
Schedule 10 (Primary)		\$0.267/kW <sup>2</sup>
Schedule 10 (Transmission)		\$0.000/kW <sup>2</sup>
Schedules 24, 25, 27, 28, 29	0.3900¢/kWh	

<sup>1</sup>Applied to kW of Demand.

<sup>2</sup>Applied to kW of Distribution Demand.

RIDER RBBRURAL BROADBAND PILOT PROJECTS

The following Virginia Electric and Power Company filed Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

<b>Rate Schedules</b>	<b>Cents per Distribution kWh Charge</b>	<b>Dollars per kW Demand Charge</b>
Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV	0.0424¢/kWh	
Schedules GS-1, DP-1	0.0253¢/kWh	
Schedule GS-2 (Non-Demand Billing)	0.0131¢/kWh	
Schedule GS-2 (Demand Billing)		\$0.047/kW <sup>1</sup>
Schedule GS-2T		\$0.037/kW <sup>2</sup>
Schedule DP-2	0.0119¢/kWh	
Schedules GS-3, MBR, SCR (Secondary)		\$0.030/kW <sup>2</sup>
Schedules GS-4, MBR, SCR (Primary)		\$0.023/kW <sup>2</sup>
Schedules GS-4, MBR, SCR (Transmission)		\$0.000/kW <sup>2</sup>
Schedule 5	0.0119¢/kWh	
Schedule 5C	0.0262¢/kWh	
Schedule 5P	0.0262¢/kWh	
Schedule 6		\$0.030/kW <sup>2</sup>
Schedule 6TS		\$0.030/kW <sup>2</sup>
Schedule 7	0.0253¢/kWh	
Schedule 8		\$0.023/kW <sup>2</sup>
Schedule 10 (Secondary)		\$0.030/kW <sup>2</sup>
Schedule 10 (Primary)		\$0.023/kW <sup>2</sup>
Schedule 10 (Transmission)		\$0.000/kW <sup>2</sup>
Schedules 24, 25, 27, 28, 29	0.1771¢/kWh	

<sup>1</sup>Applied to kW of Demand.

<sup>2</sup>Applied to kW of Distribution Demand.

RIDER USTRATEGIC UNDERGROUND PROGRAM

The following Virginia Electric and Power Company filed Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

<b>Rate Schedule</b>	<b>Cents per Distribution kWh Charge</b>	<b>Dollars per kW Demand Charge</b>
Schedule 1	0.1991¢/kWh	
Schedule 1G	0.1991¢/kWh	
Schedule 1P	0.1991¢/kWh	
Schedule 1S	0.1991¢/kWh	
Schedule 1T	0.1991¢/kWh	
Schedule 1W	0.1991¢/kWh	
Schedule DP-R	0.1991¢/kWh	
Schedule 1EV	0.1991¢/kWh	
Schedule EV	0.1991¢/kWh	
Schedule GS-1	0.1377¢/kWh	
Schedule DP-1	0.1377¢/kWh	
Schedule GS-2 (Non-Demand Billing)	0.0858¢/kWh	
Schedule GS-2 (Demand Billing)		\$0.307/kW <sup>1</sup>
Schedule GS-2T		\$0.244/kW <sup>2</sup>
Schedule DP-2	0.0774¢/kWh	
Schedule GS-3, MBR, SCR (Secondary)		\$0.000/kW
Schedule GS-4 MBR, SCR (Primary)		\$0.000/kW
Schedule GS-4 MBR, SCR (Transmission)		\$0.000/kW
Schedule 5	0.0774¢/kWh	
Schedule 5C	0.1303¢/kWh	
Schedule 5P	0.1303¢/kWh	
Schedule 6		\$0.000/kW
Schedule 6TS		\$0.000/kW
Schedule 7	0.1377¢/kWh	
Schedule 8		\$0.000/kW
Schedule 10 (Secondary)		\$0.000/kW
Schedule 10 (Primary and Transmission)		\$0.000/kW
Schedule 24, 25, 27, 28, 29	1.4124¢/kWh	

<sup>1</sup> Applied to kW of Demand.

<sup>2</sup> Applied to kW of Distribution Demand.

RIDER-RGGI

The charge for service under Virginia Electric and Power Company's Filed Rate Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV, 5, 5C, 5P, 6, GS-1, DP-1, GS-2, DP-2, GS-2T, GS-3, GS-4, 6TS, 7, 8, 10, 24, 25, 27, 28 and 29, as well as applicable energy charges specified in any special rates, contracts or incentives approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by 0.4425 cents per kilowatt-hour.<sup>1</sup>

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<sup>1</sup> For Schedules MBR and SCR, the above charge will be used to allocate a portion of the Generation Charge to Rider RGGI per Section II.B.1.b. in each schedule.

RIDER B  
BIOMASS CONVERSIONS

The following Virginia Electric and Power Company filed Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

<b>Rate Schedule</b>	<b>Cents per Electricity Supply kWh Charge</b>	<b>Dollars per kW Demand Charge</b>
Schedule 1	0.0627¢/kWh	
Schedule 1G	0.0627¢/kWh	
Schedule 1P	0.0627¢/kWh	
Schedule 1S	0.0627¢/kWh	
Schedule 1T	0.0627¢/kWh	
Schedule 1W	0.0627¢/kWh	
Schedule DP-R	0.0627¢/kWh	
Schedule 1EV	0.0627¢/kWh	
Schedule EV	0.0627¢/kWh	
Schedule GS-1	0.0507¢/kWh	
Schedule DP-1	0.0507¢/kWh	
Schedule GS-2	0.0568¢/kWh <sup>1</sup>	\$0.203/kW <sup>1</sup>
Schedule GS-2T	0.0568¢/kWh <sup>2</sup>	\$0.203/kW <sup>2</sup>
Schedule DP-2	0.0479¢/kWh	
Schedule GS-3		\$0.176/kW <sup>3,4</sup>
Schedule GS-4 (Primary)		\$0.133/kW <sup>3,4</sup>
Schedule GS-4 (Transmission)		\$0.130/kW <sup>3,4</sup>
Schedule 5	0.0479¢/kWh	
Schedule 5C	0.0707¢/kWh	
Schedule 5P	0.0707¢/kWh	
Schedule 6	0.0334¢/kWh	
Schedule 6TS	0.0334¢/kWh	
Schedule 7	0.0507¢/kWh	
Schedule 8	0.0213¢/kWh	
Schedule 10 (Secondary)	0.0334¢/kWh	
Schedule 10 (Primary and Transmission)	0.0213¢/kWh	
Schedule 24, 25, 27, 28, 29	0.0614¢/kWh	

<sup>1</sup> If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to kW of Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>2</sup> If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to On-Peak Electricity Supply Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>3</sup> Applied to On-Peak Electricity Supply Demand.

<sup>4</sup> For Schedules MBR and SCR, the above charge will be used to allocate a portion of the Generation Energy Charge to Rider B per Section II.B.1.b. in each schedule.

RIDER BWBRUNSWICK COUNTY POWER STATION

The following Virginia Electric and Power Company filed Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

<b>Rate Schedule</b>	<b>Cents per Electricity Supply kWh Charge</b>	<b>Dollars per kW Demand Charge</b>
Schedule 1	0.2348¢/kWh	
Schedule 1G	0.2348¢/kWh	
Schedule 1P	0.2348¢/kWh	
Schedule 1S	0.2348¢/kWh	
Schedule 1T	0.2348¢/kWh	
Schedule 1W	0.2348¢/kWh	
Schedule DP-R	0.2348¢/kWh	
Schedule 1EV	0.2348¢/kWh	
Schedule EV	0.2348¢/kWh	
Schedule GS-1	0.1483¢/kWh	
Schedule DP-1	0.1483¢/kWh	
Schedule GS-2	0.1758¢/kWh <sup>1</sup>	\$0.611/kW <sup>1</sup>
Schedule GS-2T	0.1758¢/kWh <sup>2</sup>	\$0.611/kW <sup>2</sup>
Schedule DP-2	0.1468¢/kWh	
Schedule GS-3		\$0.538/kW <sup>3,4</sup>
Schedule GS-4 (Primary)		\$0.552/kW <sup>3,4</sup>
Schedule GS-4 (Transmission)		\$0.538/kW <sup>3,4</sup>
Schedule 5	0.1468¢/kWh	
Schedule 5C	0.1928¢/kWh	
Schedule 5P	0.1928¢/kWh	
Schedule 6	0.1048¢/kWh	
Schedule 6TS	0.1048¢/kWh	
Schedule 7	0.1483¢/kWh	
Schedule 8	0.0895¢/kWh	
Schedule 10 (Secondary)	0.1048¢/kWh	
Schedule 10 (Primary and Transmission)	0.0895¢/kWh	
Schedule 24, 25, 27, 28, 29	0.1972¢/kWh	

<sup>1</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to kW of Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>2</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to On-Peak Electricity Supply Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>3</sup>Applied to On-Peak Electricity Supply Demand.

<sup>4</sup>For Schedules MBR and SCR, the above charge will be used to allocate a portion of the Generation Energy Charge to Rider BW per Section II.B.1.b. in each schedule.

RIDER EENVIRONMENTAL PROJECTS

The following Virginia Electric and Power Company filed Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

<b>Rate Schedules</b>	<b>Cents per Electricity Supply kWh Charge</b>	<b>Dollars per kW Demand Charge</b>
Schedule 1	0.2027¢/kWh	
Schedule 1G	0.2027¢/kWh	
Schedule 1P	0.2027¢/kWh	
Schedule 1S	0.2027¢/kWh	
Schedule 1T	0.2027¢/kWh	
Schedule 1W	0.2027¢/kWh	
Schedule DP-R	0.2027¢/kWh	
Schedule 1EV	0.2027¢/kWh	
Schedule EV	0.2027¢/kWh	
Schedule GS-1	0.1625¢/kWh	
Schedule DP-1	0.1625¢/kWh	
Schedule GS-2	0.1795¢/kWh <sup>1</sup>	\$0.643/kW <sup>1</sup>
Schedule GS-2T	0.1795¢/kWh <sup>2</sup>	\$0.643/kW <sup>2</sup>
Schedule DP-2	0.1515¢/kWh	
Schedule GS-3		\$0.584/kW <sup>3,4</sup>
Schedule GS-4 (Primary)		\$0.447/kW <sup>3,4</sup>
Schedule GS-4 (Transmission)		\$0.435/kW <sup>3,4</sup>
Schedule 5	0.1515¢/kWh	
Schedule 5C	0.2250¢/kWh	
Schedule 5P	0.2250¢/kWh	
Schedule 6	0.1107¢/kWh	
Schedule 6TS	0.1107¢/kWh	
Schedule 7	0.1625¢/kWh	
Schedule 8	0.0714¢/kWh	
Schedule 10 (Secondary)	0.1107¢/kWh	
Schedule 10 (Primary and Transmission)	0.0714¢/kWh	
Schedules 24, 25, 27, 28, 29	0.1951¢/kWh	

<sup>1</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to kW of Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>2</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to On-Peak Electricity Supply Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>3</sup>Applied to On-Peak Electricity Supply Demand.

<sup>4</sup>For Schedules MBR and SCR, the above charge will be used to allocate a portion of the Generation Energy Charge to Rider E per Section II.B.1.b. in each schedule.

RIDER GVGREENSVILLE POWER STATION

The following Virginia Electric and Power Company filed Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

<b>Rate Schedules</b>	<b>Cents per Electricity Supply kWh Charge</b>	<b>Dollars per kW Demand Charge</b>
Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV	0.2474¢/kWh	
Schedules GS-1, DP-1	0.1698¢/kWh	
Schedule GS-2	0.1781¢/kWh <sup>1</sup>	\$0.639/kW <sup>1</sup>
Schedule GS-2T	0.1781¢/kWh <sup>2</sup>	\$0.639/kW <sup>2</sup>
Schedule DP-2	0.1495¢/kWh	
Schedule GS-3		\$0.545/kW <sup>3,4</sup>
Schedule GS-4 (Primary)		\$0.612/kW <sup>3,4</sup>
Schedule GS-4 (Transmission)		\$0.596/kW <sup>3,4</sup>
Schedule 5	0.1495¢/kWh	
Schedule 5C	0.2386¢/kWh	
Schedule 5P	0.2386¢/kWh	
Schedule 6	0.1023¢/kWh	
Schedule 6TS	0.1023¢/kWh	
Schedule 7	0.1698¢/kWh	
Schedule 8	0.0970¢/kWh	
Schedule 10 (Secondary)	0.1023¢/kWh	
Schedule 10 (Primary and Transmission)	0.0970¢/kWh	
Schedules 24, 25, 27, 28, 29	0.1980¢/kWh	

<sup>1</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to kW of Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>2</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to On-Peak Electricity Supply Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>3</sup>Applied to On-Peak Electricity Supply Demand.

<sup>4</sup>For Schedules MBR and SCR, the above charge will be used to allocate a portion of the Generation Energy Charge to Rider GV per Section II.B.1.b. in each schedule.

RIDER SNASURRY AND NORTH ANNA NUCLEAR LIFE EXTENSION PROGRAM

The following Virginia Electric and Power Company filed Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

<b>Rate Schedule</b>	<b>Cents per Electricity Supply kWh Charge</b>	<b>Dollars per kW Demand Charge</b>
Schedule 1	0.0926¢/kWh	
Schedule 1G	0.0926¢/kWh	
Schedule 1P	0.0926¢/kWh	
Schedule 1S	0.0926¢/kWh	
Schedule 1T	0.0926¢/kWh	
Schedule 1W	0.0926¢/kWh	
Schedule DP-R	0.0926¢/kWh	
Schedule 1EV	0.0926¢/kWh	
Schedule EV	0.0926¢/kWh	
Schedule GS-1	0.0737¢/kWh	
Schedule DP-1	0.0737¢/kWh	
Schedule GS-2	0.0809¢/kWh <sup>1</sup>	\$0.290/kW <sup>1</sup>
Schedule GS-2T	0.0809¢/kWh <sup>2</sup>	\$0.290/kW <sup>2</sup>
Schedule DP-2	0.0683¢/kWh	
Schedule GS-3		\$0.269/kW <sup>3,4</sup>
Schedule GS-4 (Primary)		\$0.206/kW <sup>3,4</sup>
Schedule GS-4 (Transmission)		\$0.201/kW <sup>3,4</sup>
Schedule 5	0.0683¢/kWh	
Schedule 5C	0.1019¢/kWh	
Schedule 5P	0.1019¢/kWh	
Schedule 6	0.0510¢/kWh	
Schedule 6TS	0.0510¢/kWh	
Schedule 7	0.0737¢/kWh	
Schedule 8	0.0330¢/kWh	
Schedule 10 (Secondary)	0.0510¢/kWh	
Schedule 10 (Primary and Transmission)	0.0330¢/kWh	
Schedules 24, 25, 27, 28, 29	0.0883¢/kWh	

<sup>1</sup> If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to kW of Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>2</sup> If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to On-Peak Electricity Supply Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>3</sup> Applied to On-Peak Electricity Supply Demand.

<sup>4</sup> For Schedules MBR and SCR, the above charge will be used to allocate a portion of the Generation Energy Charge to Rider SNA per Section II.B.1.b. in each schedule.

RIDER US-2  
US-2 SOLAR PROJECTS

The following Virginia Electric and Power Company filed Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

<b>Rate Schedule</b>	<b>Cents per Electricity Supply kWh Charge</b>	<b>Dollars per kW Demand Charge</b>
Schedule 1	0.0166¢/kWh	
Schedule 1G	0.0166¢/kWh	
Schedule 1P	0.0166¢/kWh	
Schedule 1S	0.0166¢/kWh	
Schedule 1T	0.0166¢/kWh	
Schedule 1W	0.0166¢/kWh	
Schedule DP-R	0.0166¢/kWh	
Schedule 1EV	0.0166¢/kWh	
Schedule EV	0.0166¢/kWh	
Schedule GS-1	0.0132¢/kWh	
Schedule DP-1	0.0132¢/kWh	
Schedule GS-2	0.0145¢/kWh <sup>1</sup>	\$0.052/kW <sup>1</sup>
Schedule GS-2T	0.0145¢/kWh <sup>2</sup>	\$0.052/kW <sup>2</sup>
Schedule DP-2	0.0123¢/kWh	
Schedule GS-3		\$0.048/kW <sup>3,4</sup>
Schedule GS-4 (Primary)		\$0.037/kW <sup>3,4</sup>
Schedule GS-4 (Transmission)		\$0.036/kW <sup>3,4</sup>
Schedule 5	0.0123¢/kWh	
Schedule 5C	0.0183¢/kWh	
Schedule 5P	0.0183¢/kWh	
Schedule 6	0.0092¢/kWh	
Schedule 6TS	0.0092¢/kWh	
Schedule 7	0.0132¢/kWh	
Schedule 8	0.0059¢/kWh	
Schedule 10 (Secondary)	0.0092¢/kWh	
Schedule 10 (Primary and Transmission)	0.0059¢/kWh	
Schedules 24, 25, 27, 28, 29	0.0158¢/kWh	

<sup>1</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to kW of Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>2</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to On-Peak Electricity Supply Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW Demand.

<sup>3</sup>Applied to On-Peak Electricity Supply Demand.

<sup>4</sup>For Schedule MBR and SCR, the above charge will be used to allocate a portion of the Generation Energy Charge to Rider US-2 per Section II.B.1.b in each schedule.

RIDER US-3US-3 SOLAR PROJECTS

The following Virginia Electric and Power Company filed Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

<b>Rate Schedule</b>	<b>Cents per Electricity Supply kWh Charge</b>	<b>Dollars per kW Demand Charge</b>
Schedule 1	0.0687¢/kWh	
Schedule 1G	0.0687¢/kWh	
Schedule 1P	0.0687¢/kWh	
Schedule 1S	0.0687¢/kWh	
Schedule 1T	0.0687¢/kWh	
Schedule 1W	0.0687¢/kWh	
Schedule DP-R	0.0687¢/kWh	
Schedule 1EV	0.0687¢/kWh	
Schedule EV	0.0687¢/kWh	
Schedule GS-1	0.0469¢/kWh	
Schedule DP-1	0.0469¢/kWh	
Schedule GS-2	0.0493¢/kWh <sup>1</sup>	\$0.177/kW <sup>1</sup>
Schedule GS-2T	0.0493¢/kWh <sup>2</sup>	\$0.177/kW <sup>2</sup>
Schedule DP-2	0.0414¢/kWh	
Schedule GS-3		\$0.151/kW <sup>3,4</sup>
Schedule GS-4 (Primary)		\$0.168/kW <sup>3,4</sup>
Schedule GS-4 (Transmission)		\$0.164/kW <sup>3,4</sup>
Schedule 5	0.0414¢/kWh	
Schedule 5C	0.0661¢/kWh	
Schedule 5P	0.0661¢/kWh	
Schedule 6	0.0283¢/kWh	
Schedule 6TS	0.0283¢/kWh	
Schedule 7	0.0469¢/kWh	
Schedule 8	0.0267¢/kWh	
Schedule 10 (Secondary)	0.0283¢/kWh	
Schedule 10 (Primary and Transmission)	0.0267¢/kWh	
Schedules 24, 25, 27, 28, 29	0.0550¢/kWh	

<sup>1</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to kW of Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>2</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to On-Peak Electricity Supply Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW Demand.

<sup>3</sup>Applied to On-Peak Electricity Supply Demand.

<sup>4</sup>For Schedule MBR and SCR, the above charge will be used to allocate a portion of the Generation Energy Charge to Rider US-3 per Section II.B.1.b in each schedule.

RIDER US-4US-4 SOLAR PROJECTS

The following Virginia Electric and Power Company filed Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

<b>Rate Schedule</b>	<b>Cents per Electricity Supply kWh Charge</b>	<b>Dollars per kW Demand Charge</b>
Schedule 1	0.0266¢/kWh	
Schedule 1G	0.0266¢/kWh	
Schedule 1P	0.0266¢/kWh	
Schedule 1S	0.0266¢/kWh	
Schedule 1T	0.0266¢/kWh	
Schedule 1W	0.0266¢/kWh	
Schedule DP-R	0.0266¢/kWh	
Schedule 1EV	0.0266¢/kWh	
Schedule EV	0.0266¢/kWh	
Schedule GS-1	0.0181¢/kWh	
Schedule DP-1	0.0181¢/kWh	
Schedule GS-2	0.0192¢/kWh <sup>1</sup>	\$0.068/kW <sup>1</sup>
Schedule GS-2T	0.0192¢/kWh <sup>2</sup>	\$0.068/kW <sup>2</sup>
Schedule DP-2	0.0160¢/kWh	
Schedule GS-3		\$0.058/kW <sup>3,4</sup>
Schedule GS-4 (Primary)		\$0.065/kW <sup>3,4</sup>
Schedule GS-4 (Transmission)		\$0.063/kW <sup>3,4</sup>
Schedule 5	0.0160¢/kWh	
Schedule 5C	0.0255¢/kWh	
Schedule 5P	0.0255¢/kWh	
Schedule 6	0.0110¢/kWh	
Schedule 6TS	0.0110¢/kWh	
Schedule 7	0.0181¢/kWh	
Schedule 8	0.0103¢/kWh	
Schedule 10 (Secondary)	0.0110¢/kWh	
Schedule 10 (Primary and Transmission)	0.0103¢/kWh	
Schedules 24, 25, 27, 28, 29	0.0213¢/kWh	

<sup>1</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to kW of Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>2</sup>If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to On-Peak Electricity Supply Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW Demand.

<sup>3</sup>Applied to On-Peak Electricity Supply Demand.

<sup>4</sup>For Schedule MBR and SCR, the above charge will be used to allocate a portion of the Generation Energy Charge to Rider US-4 per Section II.B.1.b in each schedule.

RIDER T1TRANSMISSION

The following Virginia Electric and Power Company filed Bundled Rate Schedules and special contracts approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour and/or dollars per kilowatt charge.

Rate Schedule	Cents per Electricity Supply kWh Charge	Dollars per kW Demand Charge
Schedule 1	0.5884¢/kWh	\$0.801/kW <sup>1</sup>
Schedule 1G	0.5884¢/kWh	\$0.801/kW <sup>1</sup>
Schedule 1P	0.5884¢/kWh	
Schedule 1S	0.5884¢/kWh	\$0.801/kW <sup>1</sup>
Schedule 1T	0.5884¢/kWh	
Schedule 1W	0.5884¢/kWh	
Schedule DP-R	0.5884¢/kWh	
Schedule 1EV	0.5884¢/kWh	
Schedule EV	0.5884¢/kWh	
Schedule GS-1	0.5027¢/kWh	
Schedule DP-1	0.5027¢/kWh	
Schedule GS-2 (Non-Demand Billing)	0.9739¢/kWh	
Schedule GS-2 (Demand Billing)		\$1.519/kW <sup>2</sup>
Schedule GS-2T		\$1.768/kW <sup>3</sup>
Schedule DP-2	0.4477¢/kWh	
Schedule GS-3 (Secondary)		\$1.654/kW <sup>3</sup>
Schedules MBR, SCR (Secondary)	0.0238¢/kWh <sup>6</sup>	\$5.476/kW <sup>6</sup>
Schedule GS-4 (Primary)		\$2.406/kW <sup>3</sup>
Schedules MBR, SCR (Primary)	0.0238¢/kWh <sup>6</sup>	\$5.580/kW <sup>6</sup>
Schedule GS-4 (Transmission)		\$2.344/kW <sup>3</sup>
Schedules MBR, SCR (Transmission)	0.0238¢/kWh <sup>6</sup>	\$5.436/kW <sup>6</sup>
Schedule 8 (Primary)		\$2.406/kW <sup>4</sup>
Schedule 8 (Transmission)		\$2.344/kW <sup>4</sup>
Schedule 10 (Secondary)		\$1.094/kW <sup>5</sup>
Schedule 10 (Primary and Transmission)		\$1.792/kW <sup>5</sup>
Schedule 5	0.4537¢/kWh	
Schedule 5C	0.5451¢/kWh	
Schedule 5P	0.5451¢/kWh	
Schedule 6	0.2565¢/kWh	
Schedule 6TS	0.2615¢/kWh	
Schedule 7	0.4817¢/kWh	
Schedules 24, 25, 27, 28, 29	0.0055¢/kWh	

<sup>1</sup>Applied to kW of Demand only for net-metering applications where generation is sized above 15 kW. Such installations will pay the Rider T1 energy charge or the Rider T1 demand charge, whichever is greater.

<sup>2</sup>Applied to kW of Demand

<sup>3</sup>Applied to kW of On-peak Electricity Supply Demand

<sup>4</sup>Applied to kW of Contract Supplementary - Standby Demand

<sup>5</sup>Applied to kW of Electricity Supply Peak Demand

<sup>6</sup>Applied to Customer's NSPL (12CP Based) kW Demand and kWh Energy

FUEL CHARGE RIDER A

The charge for service under Virginia Electric and Power Company's Filed Rate Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV, 5, 5C, 5P, 6, GS-1, DP-1, GS-2, DP-2, GS-2T, GS-3, GS-4, 6TS, 7, 8, 10, 24, 25, 27, 28 and 29, as well as applicable energy charges specified in any special rates, contracts or incentives approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2, shall be increased by 2.8587 cents per kilowatt-hour.<sup>1</sup>

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<sup>1</sup> For the market based rates schedules, the Company will calculate the \$/kWh of fuel costs for each month to be used to allocate a portion of the Generation Energy Charge to Rider A.

RIDER CCR

CLOSURE OF COAL COMBUSTION RESIDUALS IMPOUNDMENTS

I. APPLICABILITY

This rider is applicable to all retail Customers of the Company located in the Commonwealth as a non-bypassable charge, irrespective of the generation supplier of such Customer, pursuant to Senate Bill 1355.1. H. and Virginia Code § 56-585.1.A.5.e., and notwithstanding any other tariff provision or contract term applicable to such Customer.

II. MONTHLY RATE

The charge for service under Virginia Electric and Power Company's Filed Rate Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV, 5, 5C, 5P, 6, GS-1, DP-1, GS-2, DP-2, GS-2T, GS-3, GS-4, MBR, SCR, 6TS, 7, 8, 10, 24, 25, 27, 28 and 29, as well as applicable energy charges specified in any special rates, contracts or incentives approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by 0.2376 cents per kilowatt-hour.

RIDER CECLEAN ENERGY PROJECTS AND POWER PURCHASE AGREEMENTS

## I. APPLICABILITY &amp; AVAILABILITY

This rider is applicable to all retail Customers of the Company located in the Commonwealth as a non-bypassable charge, irrespective of the generation supplier of such Customer, pursuant to Virginia Code § 56-585.5 F, and notwithstanding any other tariff provision or contract term applicable to such Customer, except for the following:

A. A Customer meeting the accelerated renewable energy buyer requirements pursuant to Virginia Code § 56-585.5 G; and

B. A Customer with a peak demand in calendar year 2019 that exceeded 100 MW and that elected to purchase Electric Supply Service from a Competitive Service Provider prior to April 1, 2019 pursuant to Virginia Code § 56-577 A 3.

## II. MONTHLY RATE

The following Virginia Electric and Power Company filed Rate Schedules and special rates, contracts or incentives approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

Rate Schedules	Cents per Electricity Supply kWh Charge	Dollars per kW Demand Charge
Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV	0.2884¢/kWh	
Schedules GS-1, DP-1	0.1780¢/kWh	
Schedule GS-2	0.1766¢/kWh <sup>1</sup>	\$0.647/kW <sup>1</sup>
Schedule GS-2T	0.1766¢/kWh <sup>2</sup>	\$0.647/kW <sup>2</sup>
Schedule DP-2	0.1486¢/kWh	
Schedules GS-3, MBR, SCR (Secondary)		\$0.475/kW <sup>3</sup>
Schedules GS-4, MBR, SCR (Primary)		\$0.383/kW <sup>3</sup>
Schedules GS-4, MBR, SCR (Transmission)		\$0.373/kW <sup>3</sup>
Schedule 5	0.1486¢/kWh	
Schedule 5C	0.2736¢/kWh	
Schedule 5P	0.2736¢/kWh	
Schedule 6	0.0903¢/kWh	
Schedule 6TS	0.0903¢/kWh	
Schedule 7	0.1780¢/kWh	
Schedule 8	0.0626¢/kWh	
Schedule 10 (Secondary)	0.0903¢/kWh	
Schedule 10 (Primary and Transmission)	0.0626¢/kWh	
Schedules 24, 25, 27, 28, 29	0.2139¢/kWh	

<sup>1</sup> If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to kW of Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>2</sup> If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to On-Peak Electricity Supply Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>3</sup> Applied to On-Peak Electricity Supply Demand.

RIDER OSWCOASTAL VIRGINIA OFFSHORE WIND

## I. APPLICABILITY &amp; AVAILABILITY

This rider is applicable to all retail Customers of the Company located in the Commonwealth as a non-bypassable charge, irrespective of the generation supplier of such Customer, pursuant to Virginia Code §§ 56-585.1.11 and 56-585.5 H, and notwithstanding any other tariff provision or contract term applicable to such Customer, except for the following:

A. A Customer meeting the advanced clean energy buyer requirements pursuant to Virginia Code § 56-585.1:11 A; and

B. A Customer meeting the qualifying large general service customer requirements pursuant to Virginia Code § 56-585.1:11 A;

C. A PIPP eligible customer pursuant to Virginia Code § 56-585.1:11 C.3; and

D. A Customer with a peak demand in calendar year 2019 that exceeded 100 MW and that elected to purchase Electric Supply Service from a Competitive Service Provider prior to April 1, 2019 pursuant to Virginia Code § 56-577 A 3, pursuant to Virginia Code § 56-585.5 H.

## II. MONTHLY RATE

The following Virginia Electric and Power Company filed Rate Schedules and special rates, contracts or incentives approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by the applicable cents per kilowatt-hour or dollars per kilowatt charge.

Rate Schedules	Cents per Electricity Supply kWh Charge	Dollars per kW Demand Charge
Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV	0.4738¢/kWh	
Schedules GS-1, DP-1	0.3789¢/kWh	
Schedule GS-2	0.4166¢/kWh <sup>1</sup>	\$1.523 /kW <sup>1</sup>
Schedule GS-2T	0.4166¢/kWh <sup>2</sup>	\$1.523/kW <sup>2</sup>
Schedule DP-2	0.3521¢/kWh	
Schedules GS-3, MBR, SCR (Secondary)		\$1.401/kW <sup>3</sup>
Schedules GS-4, MBR, SCR (Primary)		\$1.078/kW <sup>3</sup>
Schedules GS-4, MBR, SCR (Transmission)		\$1.050/kW <sup>3</sup>
Schedule 5	0.3521¢/kWh	
Schedule 5C	0.5225¢/kWh	
Schedule 5P	0.5225¢/kWh	
Schedule 6	0.2696¢/kWh	
Schedule 6TS	0.2696¢/kWh	
Schedule 7	0.3789¢/kWh	
Schedule 8	0.1770¢/kWh	
Schedule 10 (Secondary)	0.2696¢/kWh	
Schedule 10 (Primary and Transmission)	0.1770¢/kWh	
Schedules 24, 25, 27, 28, 29	0.4484¢/kWh	

<sup>1</sup> If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to kW of Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>2</sup> If the monthly Load Factor is less than or equal to 50% then Energy Rate (kWh) applies; otherwise the Demand Charge (kW) applies to On-Peak Electricity Supply Demand. Load Factor is calculated as Monthly kWh ÷ the number of Days in the Billing Month ÷ 24 ÷ the Maximum Measured kW of Demand.

<sup>3</sup> Applied to On-Peak Electricity Supply Demand.

RIDER RPS

I. APPLICABILITY & AVAILABILITY

This rider is applicable to all retail Customers of the Company located in the Commonwealth as a non-bypassable charge, irrespective of the generation supplier of such Customer, pursuant to Virginia Code § 56-585.5 F, and notwithstanding any other tariff provision or contract term applicable to such Customer, except for the following:

- A. A Customer meeting the accelerated renewable energy buyer requirements pursuant to Virginia Code § 56-585.5 G; and
- B. A Customer with a peak demand in calendar year 2019 that exceeded 100 MW and that elected to purchase Electricity Supply Service from a Competitive Service Provider prior to April 1, 2019 pursuant to Virginia Code § 56-577 A 3.

II. MONTHLY RATE

The charge for service under Virginia Electric and Power Company's Filed Rate Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV, 5, 5C, 5P, 6, GS-1, DP-1, GS-2, DP-2, GS-2T, GS-3, GS-4, MBR, SCR, 6TS, 7, 8, 10, 24, 25, 27, 28 and 29, as well as applicable energy charges specified in any special rates, contracts or incentives approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by 0.1316 cents per kilowatt-hour.

RIDER PIPP

UNIVERSAL SERVICE FEE

In accordance with the Code of Virginia § 56-585.6, a non-bypassable Percentage of Income Payment Program (PIPP) universal service fee represented as Rider PIPP, will be applied to all kilowatt-hours consumed under the following Virginia Electric and Power Company's Filed Rate Schedules. The charge for service under Virginia Electric and Power Company's Filed Rate Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV, 5, 5C, 5P, 6, GS-1, DP-1, GS-2, DP-2, GS-2T, GS-3, GS-4, MBR, SCR, 6TS, 7, 8, 10, 24, 25, 27, 28, 29, as well as any special rates, contracts or incentives, approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2 shall be increased by 0.0732 cents per kilowatt-hour.

Customers who elect to purchase Electricity Supply Service from a Competitive Service Provider are not exempt from Rider PIPP.

## DEFERRED FUEL COST CHARGE

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### I. APPLICABILITY

The charge for service under Virginia Electric and Power Company's Filed Rate Schedules (such as, but not limited to 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV, 5, 5C, 5P, 6, GS-1, DP-1, GS-2, DP-2, GS-2T, GS-3, GS-4, 6TS, 7, 8, 10, 24, 25, 27, 28, 29, MBR, and SCR) as well as applicable energy charges specified in any special rates, contracts or incentives approved by the State Corporation Commission pursuant to Virginia Code § 56-235.2, shall be increased by a non-bypassable charge as set forth below, paid by all existing and future retail customers, irrespective of the generation supplier of such customer, unless such customer is not subject to the Deferred Fuel Cost Charge pursuant to HB 1770 of the 2023 Virginia Acts of Assembly (and thus is subject to the Pro-Rata Share of Fuel Deferral Charges Tariff).

### II. DEFERRED FUEL COST CHARGE

The Deferred Fuel Cost Charge is applicable under the Company's Filed Rate Schedules and was approved in a Financing Order issued to the Company by the Virginia State Corporation Commission ("Commission") and will be subject to adjustment at least semi-annually to ensure timely payment of principle, interest, and financing costs of deferred fuel cost bonds from the effective date of the Deferred Fuel Cost Charge until the deferred fuel cost bonds have been paid in full or legally discharged and the financing costs have been fully recovered. As approved by the Commission, a special purpose entity ("SPE"), wholly owned by the Company, has been created and is the owner of the deferred fuel cost bonds which includes all rights to impose, bill, charge, collect, and receive relevant Deferred Fuel Cost Charge and obtain periodic adjustment to such charges. The Company, as servicer, shall act as SPE's collection agent for the relevant Deferred Fuel Cost Charge.

### III. MONTHLY RATE

All kWh:	0.3084 cents/kWh
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**VIRGINIA JURISDICTION SALES AND USE TAX SURCHARGE**  
**EFFECTIVE ON AND AFTER JANUARY 1, 2024**

Rate Schedules	Sales and Use Tax Surcharge Per kWh
Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV	\$0.00084
Schedules GS-1, DP-1	\$0.00066
Schedule GS-2	\$0.00050
Schedule GS-2T	\$0.00050
Schedule DP-2	\$0.00050
Schedules GS-3, MBR, SCR (Secondary)	\$0.00037
Schedules GS-4, MBR, SCR (Primary and Transmission)	\$0.00038
Schedule 5	\$0.00050
Schedule 5C	\$0.00075
Schedule 5P	\$0.00075
Schedule 6	\$0.00037
Schedule 6TS	\$0.00037
Schedule 7	\$0.00066
Schedule 8	\$0.00038
Schedule 10 (Secondary)	\$0.00037
Schedule 10 (Primary and Transmission)	\$0.00038
Schedules 24, 25, 27, 28, 29	\$0.00217

## CONSUMPTION TAX

In accordance with the Code of Virginia § 58.1-2900, a Consumption Tax, as shown below, will be applied to all kilowatt-hours consumed under the following Virginia Electric and Power Company (the Company) Filed Rate Schedules:

1. Rate Schedules 1, 1G, 1P, 1S, 1T, 1W, DP-R, 1EV, EV, 5, 5C, 5P, 6, GS-1, DP-1, GS-2, GS-2T, DP-2, GS-3, GS-4, 6TS, 7, 8, 10, SP, 24, 25, 27, 28, 29, MBR, SCR, as well as all kilowatt-hours consumed under any special rates, contracts or incentives approved by the State Corporation Commission pursuant to the Code of Virginia § 56-235.2. In accordance with the Code of Virginia § 58.1-2902, the Company will collect and remit the Consumption Tax.
2. In accordance with the Code of Virginia § 58.1-2902, the Company will collect and remit the Consumption Tax. However, if the Competitive Service Provider bills the Customer for both the Competitive Service Provider's Electricity Supply Service Charges and the Company's Electric Delivery Service Charges, the Competitive Service Provider will collect and remit the Consumption Tax.

For meter readings on and after July 1, 2021 through and including July 15, 2021

<u>Monthly kWh Usage</u>	<u>State Consumption Tax Rate</u>	<u>Special Regulatory Tax Rate</u>	<u>Local Consumption Tax Rate</u>	<u>Total Tax Rate</u>
0 to 2,500 kWh	\$0.00102 per kWh	\$0.00015 per kWh	\$0.00038 per kWh	\$0.00155 per kWh
2,501 to 50,000 kWh	\$0.00065 per kWh	\$0.00010 per kWh	\$0.00024 per kWh	\$0.00099 per kWh
Over 50,000 kWh	\$0.00050 per kWh	\$0.00007 per kWh	\$0.00018 per kWh	\$0.00075 per kWh

For meter readings on and after July 16, 2021

<u>Monthly kWh Usage</u>	<u>State Consumption Tax Rate</u>	<u>Special Regulatory Tax Rate</u>	<u>Local Consumption Tax Rate</u>	<u>Total Tax Rate</u>
0 to 2,500 kWh	\$0.00102 per kWh	\$0.000165 per kWh	\$0.00038 per kWh	\$0.001565 per kWh
2,501 to 50,000 kWh	\$0.00065 per kWh	\$0.000110 per kWh	\$0.00024 per kWh	\$0.001000 per kWh
Over 50,000 kWh	\$0.00050 per kWh	\$0.000077 per kWh	\$0.00018 per kWh	\$0.000757 per kWh

LOUDOUN  WATER

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# Customer **HANDBOOK**

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Learn More  
[LOUDOUNWATER.ORG](https://LOUDOUNWATER.ORG)

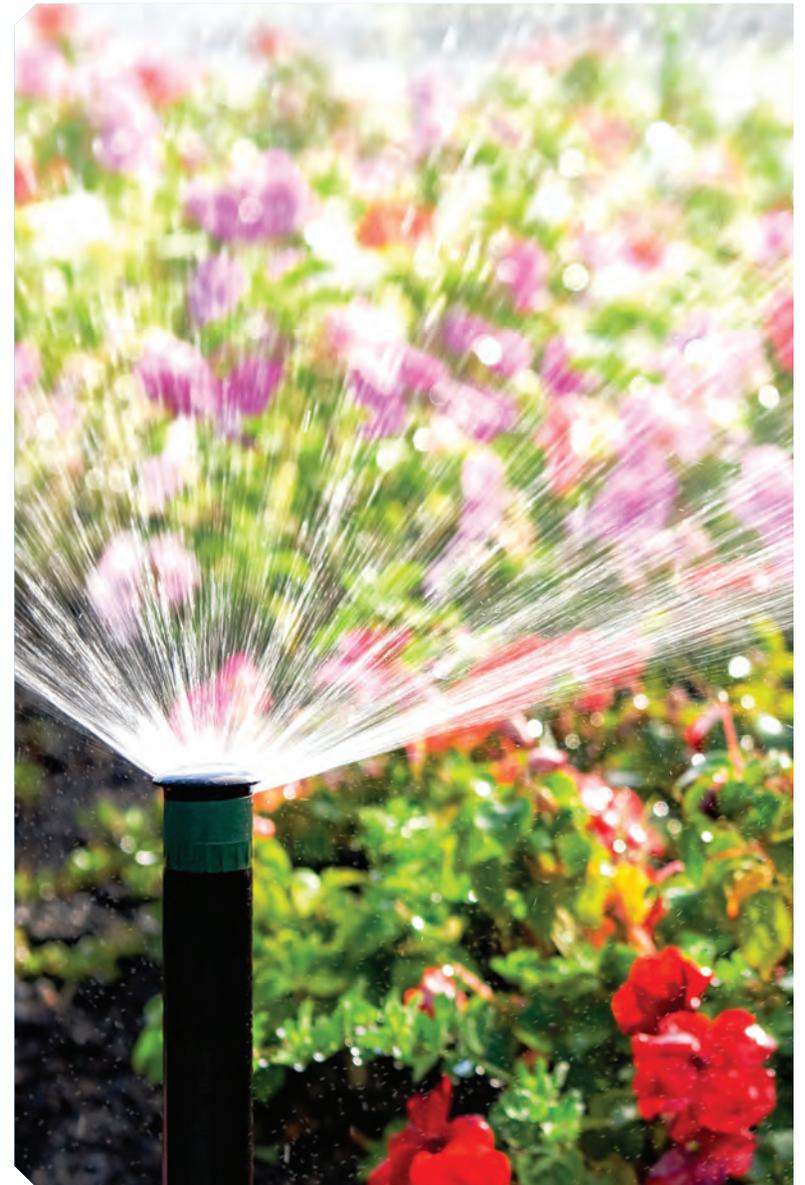


The purpose of this Customer Handbook is to provide you, our customer, with a guide to commonly asked questions and needed services as well as to provide basic information that you will need to fulfill your responsibilities.

If you have specific questions or service concerns, please contact our Customer Service Department. Loudoun Water reserves the right to alter, suspend, revise or revoke this Customer Handbook at any time without notice.

Rates, fees and charges will be assessed in accordance with the rate schedules in effect at the time of billing. Customers seeking or receiving service are subject to all Rates, Rules and Regulations which Loudoun Water reserves the right to revise and/or amend to interpret the meaning of all statements. Please visit our website at [www.loudounwater.org](http://www.loudounwater.org) for the most current information.

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# I. USER RATES, FEES AND CHARGES

## Schedule of Rates

<b>FIXED BASIC CHARGES, PER QUARTER</b>						
	WATER			SEWER		
	2022	2023	Current	2022	2023	Current
All Residential Customers	\$37.84	\$38.98	\$40.15	\$37.81	\$38.94	\$40.11
Single Service Charge	\$3.50					
<b>VOLUME CHARGES, PER 1,000 GALLONS, PER QUARTER</b>						
	WATER			SEWER		
	2022	2023	Current			
Tier 1 (0 - 25,000 gallons)	\$2.77	\$2.85	\$2.94			
Tier 2 (25,001 - 50,000 gallons)	\$7.69	\$7.92	\$8.16			
Tier 3 (> 50,000 gallons)	\$10.30	\$10.61	\$10.93			
	SEWER					
	2022	2023	Current			
Uniform Rate	\$5.43	\$5.59	\$5.76			
<b>FLAT RATES, PER QUARTER</b>						
Waterford	\$148.00					
St. Louis	\$82.18					
Aldie	\$123.50					
Willisville	\$82.18					
<b>ADMINISTRATIVE FEES AND CHARGES</b>						
Account Charge	\$30.00					
Tenant Advance Payment Fee	\$200.00					
Return Trip Fee	\$45.00					
Late Payment Charge	10%					
Collection Charge	\$45.00					
Turn On Charge	\$30.00					
After Hours Restoration Fee	\$45.00					
Leak or Pressure Check Fee	\$45.00					
Returned Check Fee	\$35.00					
Lien Processing Fee	\$20.00					
Meter Test Fee	\$50.00					
<b>Overhead</b>						
Labor	Average Hourly Rate plus Benefits					
Materials	115%					
Equipment	Varies by type					

## Fixed Basic Charges

Water and sewer fixed basic charges are based on the size of the water meter serving the property. The fixed basic charge is billed each billing cycle and is designed to cover fixed operational costs associated with providing service to a customer such as customer service and general overhead.

Your water use is metered. All meters are read quarterly based on a 91 day cycle. The metered rates are divided into tiers. For customers with partial billing periods (i.e., less than 75 days for a quarterly bill or less than 25 days for a monthly bill), the consumption amount per tier and the basic charge will be prorated based on the number of days service is rendered during the billing cycle.

Customers receiving a single service will be charged a Single Service Charge in addition to their fixed and volume charges.



## Volume Charges

### WATER

Customers will be billed quarterly for water and sewer service based on metered water usage. Water usage is billed on a per 1,000 gallons basis under a tiered rate structure. The rate for Tier 1 water usage is set below the cost of water to encourage conservation. The usage threshold established for Tier 2 is intended to cover indoor water usage as well as reasonable discretionary use. Usage in Tier 3 exceeds the capacity purchased in the system and is therefore billed at a higher rate.

### SEWER

Sewer usage is billed on a per 1,000 gallons basis under a uniform rate. Customers receiving sewer only service and obtaining water service from a source other than Loudoun Water must install a meter on their water supply to be read as a basis for their sewer volume charges.

### SEASONAL SEWER ADJUSTMENT

During the summer months, water demand may be higher due to irrigation. This usage does not enter the sanitary sewer and, because sewer usage is billed based on water consumption, a limit or cap has been established for sewer charges. If a residential customer has an established winter quarter – any billing period based on meter readings obtained or estimated in February through April – the sewer volume charges will be limited to the lesser of (1) actual quarterly usage or (2) the customer's winter quarter average plus 3,000 gallons. If a customer has not established a winter quarter average, sewer volume charges will be limited to the lesser of (1) actual quarterly usage or (2) 25,000 gallons.



## Flat Rates (unmetered sewer only customers)

### **WATERFORD, ST. LOUIS, ALDIE, WILLISVILLE**

Unmetered, **sewer only** customers being served by treatment plants in Waterford, St. Louis, Aldie and Willisville will be assessed a flat rate on a quarterly basis. Commercial establishments in these communities will be assessed a flat rate based on their average daily flow in comparison to a residential account.

## Administrative Charges

### **ACCOUNT CHARGE**

All customers applying for service and each applicant for transfer of service will be assessed an Account Charge. The Account Charge is set to recover the administrative cost of establishing a new account and will appear on the customer's first bill.

### **TENANT ADVANCE PAYMENT FEE**

Any customer who is not the owner of the property served will be assessed a Tenant Advance Payment Fee. The fee will be equivalent to 125% of the average bill for the corresponding meter size. The Tenant Advance Payment Fee will be applied to the final bill. See Schedule of Rates on page 4.

**RETURN TRIP FEE**

In order to complete a new service connection and/or install a meter, Loudoun Water staff must inspect and approve the connection. If the connection is not approved during the initial visit, the applicant for service will be charged the Return Trip Fee for each additional inspection visit.

**LATE PAYMENT CHARGE**

A Late Payment Charge of 10% will be charged and collected on all past due account balances, in accordance with Virginia Code Section 15.2-5136.

**COLLECTION CHARGE**

All past due accounts that have been identified for further collection efforts will be assessed a non-negotiable Collection Charge. In cases where service disconnection has occurred, the Collection Charge plus any arrears that may be due shall be paid before the water will be turned on.

**TURN-ON CHARGE**

If a customer has requested temporary discontinuance of service (there must be no outstanding balance on the account), Loudoun Water will collect a Turn-On Charge to reinstate service.

**AFTER HOURS RESTORATION FEE**

Restoration of service for nonpayment will occur during regular business hours only (8 a.m. to 5 p.m., Monday through Friday). Customers who pay after 5 p.m. and wish to have same-day service restoration will be assessed an After Hours Restoration Fee. See Schedule of Rates on page 4.

**PRESSURE CHECK FEE**

Pressure Check Fee will be assessed to customers requesting a pressure check. The checks will be done by appointment only during normal business hours.

**RETURNED PAYMENT FEE**

A Returned Payment Fee will be assessed for each returned payment.

**LIEN PROCESSING FEE**

Any unpaid account that is subject to lien placement will be assessed a Lien Processing Fee.

**METER TEST FEE**

A customer may request that their meter be tested for accuracy if it has not been tested within the last 12 months. A Meter Test Fee will be assessed to the customer and refunded to them in the event the meter is not registering usage properly. A written report of the results will be provided to the customer.

**OVERHEAD CHARGES**

Work performed or materials supplied by Loudoun Water will be billed to parties benefiting from the work. Overhead Charges include labor, materials and use of equipment.



### Definitions

#### **APPLICANT**

Owner or his duly authorized representative, such as builder, developer, or plumber who applies for a service connection.

#### **BUILDING DRAIN**

Sewer pipe carrying human and domestic waste only from the building to the grinder pump chamber.

#### **BUILDING SERVICE PIPE**

Extension from the end of the water service connection to the inner face of the building wall. Where the meter is located inside the owner's building, building service pipe shall include all service piping between the water service connection and the meter.

#### **BUILDING SEWER**

Sewer pipe extension from the residence or building to the Public Sewer; gravity sewer pipe carrying human and other domestic sanitary waste.

#### **BUILDING WATER PIPING**

All water lines from the building service pipe to the points of ultimate use where water is exposed to the atmosphere.

#### **CUSTOMER**

Party who has applied for continuing service and will be responsible for paying periodic bills. Each customer shall be served by a separate service connection. "Owner-Customer" shall mean the customer who owns the premises to which service is provided. "Tenant-Customer" shall mean the customer who rents the premises to which service is provided. "Customer with Private Water Supply" shall mean the customer who obtains water from sources other than Loudoun Water's system but discharges sewage into Loudoun Water's wastewater system.

#### **CUSTOMER FORCE MAIN**

Portion of the pressure sewer pipeline connecting the Grinder Pump Chamber to the Public Force Main. The Customer Force Main includes the pipe and any associated valves and check valves along its length as well as the connection to the Public Force Main.

#### **GRINDER PUMP**

Pump that resides in the Grinder Pump Chamber that provides the energy to push sewage flow through the pressure sewer lines.

#### **GRINDER PUMP CHAMBER (CHAMBER)**

Buried structure that houses the grinder pump and collects sewer flow from the residence. The Building Drain and Customer Force Main are connected to the Chamber. Access to the Chamber must remain unimpeded at all times.

#### **GRINDER PUMP SERVICE CONNECTION**

Portion of a Grinder System typically residing on the customer's property consisting of the Grinder Pump, Grinder Pump Chamber, Pump Control Panel, Pump Power Cable and Customer Force Main.



**GRINDER SYSTEM**

Low pressure wastewater collection and conveyance system serving more than one residential customer, consisting of individual Grinder Pump Service Connections, valves, flush connections, sewer force mains and related appurtenances.

**PREMISES**

Each residential dwelling structure.

**PRIVATE GRINDER PUMP**

Individual connection that employs a grinder pump and force main to convey waste to Loudoun Water's gravity collection system. A Private Grinder Pump serves one connection and is not a part of a Grinder System. A Private Grinder Pump shall be maintained by the property owner.

**PUBLIC FORCE MAIN**

Portion of the pressure sewer pipeline conveying, or potentially conveying the wastewater flow for more than one residential customer. The Public Force Main typically resides within a Loudoun Water sewer easement or the public right of way. The Public Force Main also includes all associated valves, fittings, and flush connections required to operate and maintain the pipeline.

**PUBLIC SEWER**

Manhole or common sewer pipe serving more than one property. A Public Sewer is owned and operated by Loudoun Water and is located in an easement or right of way.

**PUBLIC WATER MAIN**

Water main in which all owners of abutting properties have equal rights and which is controlled by Loudoun Water.

**PUMP CONTROL PANEL**

Panel that houses the pump controls and usually the alarm system. The Pump Control Panel is generally mounted on the side of the home in close proximity to the Grinder Pump Chamber.

**PUMP POWER CABLE**

Cable connecting the Pump Control Panel and the Grinder Pump Chamber. This cable also transmits data between the Pump Control Panel and the Grinder Pump. A separate power disconnect switch is required to be installed on the power supply from the customer's power source to the Pump Control Panel, directly adjacent to the Pump Control Panel. The disconnect switch is owned and maintained by the customer.

**SEWER SERVICE CONNECTION**

The fitting through which the Building Sewer is joined to the Public Sewer and constitutes the point of service for Loudoun Water.

**WATER SERVICE CONNECTION**

Where meter is installed exterior to structure or building, the water service connection shall include corporation stop, service pipe from the public water main to meter, the meter box and vault. Where meter is installed inside the Customer's building, water service connection shall include corporation stop, service pipe extending to property line or easement line only, and meter.

## General

### **NO FREE SERVICE**

There shall be no free service rendered by Loudoun Water. Customers shall apply for and receive service pursuant to the Rules and Regulations herein contained and shall pay for the services at the established rates, fees and charges in effect at the time of billing.

### **LOUDOUN WATER EMPLOYEES**

Loudoun Water employees in the field wear a Loudoun Water uniform and carry an ID badge. Employees never initiate an in-home visit without a scheduled appointment. Loudoun Water employees never conduct financial transactions or ask for personal information in the field.

Employees or agents of Loudoun Water are expressly forbidden to demand or accept any compensation for service rendered to its customers except as covered by the Rates, Rules and Regulations.

No employee or agent of Loudoun Water shall have the right or authority to bind it by any promise, agreement, or representation contrary to the letter or intent of the Rules and Regulations.

Any complaint against the service or employees of Loudoun Water should be made at the office of Loudoun Water and preferably in writing.

### **UNAUTHORIZED USE**

The act of diverting or wasting public water, tampering with a metering device, damaging or intentionally destroying water or wastewater facilities is illegal (Virginia Code Sections 18.2-162 and 163). Additional criminal and civil penalties may apply.

### **INTERRUPTIONS IN WATER SUPPLY**

Loudoun Water may at its own discretion at any time shut off the water in the mains in the case of accident or the purpose of making connections, alterations, repairs, changes, or for other reasons and may restrict the use of water to reserve a sufficient supply for public fire service or other emergencies whenever the public welfare may require it.

While it is the intention of Loudoun Water to give notice in advance of any work which must be done that will necessitate any interruption of the supply, such notice shall be considered a courtesy and not a requirement on the part of Loudoun Water. Property owners shall regulate their installations connected with the water supply system so that damage will not occur if water is shutoff without notice.

Loudoun Water shall not be liable to the customer for failure or interruption of continuous service or pressure surges that occur in the system. Loudoun Water shall not be liable for any act or omission caused directly or indirectly by shutdowns for repairs or adjustments, breakdowns, accidents, labor issues, enemies of the United States, State, Federal or other governmental interference, acts of God or other causes beyond Loudoun Water's control. Loudoun Water will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but it cannot and does not guarantee that such will not occur.

### **PRESSURE AND CONTINUITY OF SERVICE**

Loudoun Water does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water, and customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted water supply must be assured, such as for steam boilers, evaporative cooling systems, domestic hot water systems, etc.

In areas of high elevation where pressure is low, if the customer desires a higher pressure than furnished at the mains of Loudoun Water, the customer may install at his own expense a privately owned and maintained tank and/or booster pump of a type and installation approved by Loudoun Water to improve water pressure.

Where the pressure to a customer's premise is greater than desired, it shall be the customer's responsibility to install the proper regulating device to reduce the pressure to the extent desired. The responsibility to operate, maintain and repair pressure regulating devices strictly lies with the customer.

Loudoun Water shall have the right to require the adjustment, modification or removal of any quick opening or closing valve or other device installed in a premise, the operation of which results in an unreasonable fluctuation of pressure in Loudoun Water's system.



## Establishing and Closing an Account

### **APPLYING FOR SERVICE**

An application for water and sewer service through an existing connection (meter) can be initiated by visiting Loudoun Water's website, by telephone or in person at Loudoun Water's administrative facility in Ashburn. The application must be submitted at least 24 hours before service is to be started Monday through Friday. No service will be initiated on the weekends or holidays. The application process will be expedited if you have the following information readily available:

- Exact service address for which the application is being made
- Full name of person applying for service
- Complete billing address
- Applicant's last 4 digits of social security number (optional)
- Federal Tax ID if applicant is a business
- Requested date for service initiation
- Tenants or Property Managers – must provide property owner's name, mailing address and telephone number

Property owners must authorize their tenant or agent/manager to establish service. A completed Homeowner Authorization Form must be submitted to Loudoun Water prior to service initiation. Loudoun Water will send the homeowner an email confirmation once the form has been received with details of the tenant's next steps. A listing agreement will be required for bank owned properties before service can be provided to the listing agent.

Tenants must pay an Advance Payment Fee in accordance with the current Schedule of Rates. The Advance Payment Fee will be held until the tenant's account is closed and applied to the final bill. The Advance Payment Fee may be waived by the Homeowner if the tenant receives rental assistance from local, state or federal agencies. The Homeowner must provide the appropriate documentation designating the waiver.

Loudoun Water will deactivate the tenant's account when notified by the tenant of their intent to vacate the property or if the homeowner calls to put service back in their name. Billing will revert back to the property owner. Service is NOT deactivated and the water will remain on. In the event the water has been turned off due to nonpayment, the water will remain off until Loudoun Water is notified by the homeowner that service is to be restored. Billing for basic charges will continue and the homeowner will be responsible for payment.

A non-refundable, one-time Account Charge will be assessed on the first bill.

Loudoun Water may require proof of ownership or additional documentation as needed in instances of disputes between parties claiming rights to a property before service is provided. A Tenant Advance Payment Fee may be required in accordance with the current Schedule of Rates.

### **CLOSING AN ACCOUNT**

Accounts can be closed by visiting Loudoun Water's website, by phone, or in person at Loudoun Water's Administrative facility in Ashburn. It is recommended that customers initiate the disconnection at least 2 business days prior to the closing/settlement date.

A customer is liable for all services furnished at the property until such time as the customer has notified Loudoun Water to discontinue service.

### **TERMINATION OF SERVICE**

Service may be discontinued by Loudoun Water after five (5) days notice by 1) cutting off the supply of water and removing the meter in cases where Loudoun Water supplies water service or 2) in cases where water is furnished by the owner or by other than Loudoun Water, Loudoun Water reserves the right to remove the meter used to measure the water supply to the wastewater facilities or seal the building drain or sewer, or remove the connection to the public sewer. Service may be discontinued for any of the following reasons:

- Willful or indifferent waste of water due to cause
- Failure to protect and maintain the service pipe or plumbing fixtures including the water meter and its protective devices, and drainage system on the customer's property, in a condition satisfactory to Loudoun Water
- Tampering by the customer, or others with knowledge of the customer, with any meter, connection, service pipe, curb stop, seal, drainage system, piping or any other appliance of Loudoun Water controlling or regulating the customer's water supply or sewage flow
- Failure to provide Loudoun Water's employees free and reasonable access to the premises served, or for obstructing the way of ingress to the meter or other appliances controlling or regulating the customer's water supply or sewage flow
- Nonpayment in accordance with billing and collection policies
- Violation of any rule or regulation of Loudoun Water
- Failure to immediately correct cross connection violations as identified by Loudoun Water

Discontinuing service for any reason shall not prevent Loudoun Water from pursuing any lawful remedy by action of law or otherwise for the collection of monies from the customer.

When service has been terminated for any of the above stated reasons, other than temporary vacancy of the premises, it will be restored only after the conditions, circumstances, or practices which caused the service to be discontinued are corrected to the satisfaction of Loudoun Water and upon payment of all charges or damages due and payable by the customer.

### REFUSAL OF SERVICE

Loudoun Water reserves the right to refuse requests for service if any of the following conditions exist:

- Applicant has any outstanding or unpaid balances with Loudoun Water
- Applicant has a lien outstanding on any property
- Outstanding lien against the property at which applicant applies for service

Service will be denied until all outstanding balances or liens are paid in full by the applicant or a third party.

Loudoun Water reserves the right to refuse service to a property when it becomes aware of disputes in property ownership.

Loudoun Water reserves the right by unilateral act in its sole discretion to refuse service or to terminate service temporarily or to discontinue service in all instances when conditions exist that would constitute an emergency of public concern or when providing any service would constitute a threat to the safety, health or welfare of the public.

### BILLING

A customer who has made application for or received service at a premise shall be held liable for all service furnished to such premises until such time as the customer has properly notified Loudoun Water to discontinue the service for their account.

Bills for service will be rendered monthly or quarterly depending on the class and quantity of service rendered, and are due and payable upon receipt. If a bill is not paid within thirty (30) days of the due date, a ten percent (10%) late fee will be charged on all past due account balances. If a bill remains unpaid, the account will enter the disconnection process (see Delinquent Accounts and Collection Process).

Customers are encouraged to enroll in Loudoun Water's online customer portal – **LW Connect**. Customers can view their account information, pay their bill electronically and elect to receive an email notification when their Loudoun Water bill is ready to be viewed.





Payments are credited to the customer's account when they are received by Loudoun Water, whether mailed or transmitted electronically. Loudoun Water is not responsible for delays in transit due to the Postal Service or any other third party bill payment service.

Any payment for charges or fees that is returned to Loudoun Water will be subject to a Returned Payment Fee.

If bills are sent to an address other than the premises served, Loudoun Water shall be notified by the customer of any change of address. Customers are responsible for furnishing Loudoun Water with their correct mailing address. Failure to receive bills will not be considered an excuse for nonpayment nor permit an extension of the date when the account will be considered delinquent.

If requested in writing by the owner-customer, Loudoun Water will send bills to and receive payments from agents or tenant-customers. This accommodation will in no way relieve the owner-customers of the liability for all charges, in accordance with provisions of the Virginia Water and Waste Authorities Act.

Loudoun Water reserves the right to correct any bills rendered in error.

If a meter should fail to register for any reason or if the meter reader should be unable to gain admittance to the premises at the time the meter is to be read, an estimated bill will be submitted. Such bill will be based on an average of the consumption shown by three (3) previous consecutive like billing periods, or in the case of a new customer, a reasonable estimate of consumption will be used.

### PAYMENT OPTIONS

Loudoun Water offers the following payment options:

- LW Connect ([www.loudounwater.org](http://www.loudounwater.org)) – Loudoun Water's online customer portal offers the option for one-time credit/debit card payments. Customers can also register their account and pay with credit/debit cards, e-check, or automatic bank drafting.
- Check and money order payments can be mailed to or dropped off at Loudoun Water's Administrative Facility located at **44865 Loudoun Water Way** in Ashburn during regular business hours (8:00 a.m. to 4:30 p.m. and closed for lunch 12:00-1:00 p.m.). Cash payments are also accepted at this location. An after-hours dropbox is available at the Administrative Facility.
- Customers can call **1-866-539-1988** to make one-time payments by phone. We use Fiserv as a third-party vendor to accept one-time payments online. They accept Visa, American Express, MasterCard and Discover Card, or they will take a one-time transfer from a checking or saving account. There is no fee to use this service, however payment limits of \$1,000 per transaction will apply with three(3) payments within a thirty (30) day period of time. Please have your bill available, as you will need your account number.

### DELINQUENT ACCOUNTS AND COLLECTIONS

Accounts with past due balances are subject to service disconnection after proper notice by Loudoun Water. All accounts that enter the collection process will be subject to a non-negotiable collection charge. The full past due balance must be paid before service restoration.

**RESTORATION OF SERVICE**

Service that was discontinued by turning off the water supply to the premises can be restored after the customer pays a collection charge plus any arrears that may be due Loudoun Water for charges against the customer.

Service that was discontinued by removal of the meter, or by sealing the building drain, or by removal of the connection to the public sewer can be restored by the customer paying the actual cost of restoring the service, including all labor, materials, and overhead plus 100% of said actual costs. This charge will be estimated by Loudoun Water upon application for service restoration and payment must be received before service will be restored. Any adjustments to actual costs will be made upon completion of restoration of service.

Restoration of service for nonpayment will occur during regular business hours only for customers who make payment by 5:00 p.m. on the day of turn-off. Customers paying after 5:00 p.m. and wish to have same-day service restoration are subject to an additional after-hours fee. All after hours requests will be handled at the discretion of Loudoun Water. It is the customer's responsibility to ensure payment has been received by Loudoun Water.

In order to prevent potential flooding when service is restored, it is the customer's responsibility to ensure that all faucets are in the off position and other fixtures are in proper working condition.

If a customer has not paid an Advance Payment Fee (typically assessed to a Tenant) at the time of discontinuance of service for non-payment, Loudoun Water may require an Advance Payment Fee before reinstating service.

If a customer has requested temporary discontinuance of service because of temporary vacancy, where water and sewer service are provided by Loudoun Water, and where all bills have been paid, Loudoun Water will collect a Turn-On Charge for the restoration of both services.

There will be no abatement of the service charges in whole or in part by reason of an extended absence of the customer, unless service has been discontinued at his request. An extended absence is defined as any absence greater than 60 days. An Account Charge will be applied to have service terminated and restarted by reason of an extended absence of the customer.

**ACCOUNTS CLOSED FOR NON-PAYMENT**

If an account remains unpaid for more than five (5) days after service disconnection, the account is closed and an Advance Payment, if applicable, will be applied to the final bill. The entire bill must be paid in full before service will be restored.

**LIEN PLACEMENT**

Once an account is closed, a final bill is issued. A property is subject to lien once the due date of the final bill has passed. Active sewer only accounts are also subject to lien once the due date of the active bill has passed.

There shall be a lien upon the real estate for the amount of any rates, fees and other charges made by Loudoun Water to the owner or lessee or tenant of such real estate for the services rendered by Loudoun Water. A lien processing fee will be assessed.

## Property Owner Responsibilities

### PROPERTY ACCESS AND METERS

The customer shall allow Loudoun Water employees access to their property during all reasonable hours for any purpose related to the supply of water and sewer services. In the event of emergency, access shall be granted at any time.

Customers are responsible for ensuring access to meters and other necessary equipment at all times. Loudoun Water reserves the right to discontinue service if access to the meter or other necessary equipment is restricted. Loudoun Water also reserves the right to bill the customer for any costs associated with gaining access to necessary equipment such as, but not limited to, towing of vehicles or removal of landscaping.

Meters furnished, installed and/or removed will remain the property of Loudoun Water. Meters will be tested for accuracy before installation. Loudoun Water may at any time remove any meter for routine testing, repair or replacement. The customer may request that Loudoun Water test the accuracy of a meter provided the meter has not been tested within one year from the request. A fee will be assessed for the meter testing.

Meters will be maintained by Loudoun Water at its expense insofar as ordinary wear is concerned, but damage to any meter due to hot water, freezing, or other external causes arising out of, or caused by the customer's facilities, operations, negligence or carelessness shall be paid for by the customer, except that Loudoun Water will be responsible for damage to meters due to freezing in outside vaults.

The customer shall promptly notify Loudoun Water of any defect in or damage to the meter or its connection.

No person shall turn the water on or off at any street valve, corporation stop, curb stop, or other street connection, or disconnect or remove any meter without the consent of Loudoun Water. Penalties provided by law for any such unauthorized action will be rigidly enforced.

### WATER SERVICE RESPONSIBILITY

Loudoun Water maintains all water mains and water service connections including the corporation stop, service pipe from the public water main to the meter, the meter box and the meter.

The customer is responsible for the water service line on the customer's side of the water service connection.

The customer is responsible for the cost of all metered water lost as a result of an underground leak, but may be eligible for a bill adjustment if conditions described elsewhere in this Customer Handbook are met.

### SANITARY SEWER RESPONSIBILITY

Maintenance of the building sewer is the responsibility of the customer. Where the building sewer is located within the public right of way, Loudoun Water will have sole control and jurisdiction to correct defective conditions, materials and workmanship. Maintenance due to faulty materials or workmanship will be billed to the customer.

Any repairs, maintenance, replacement, or relocation necessary on the customer's building service pipe, building water piping, or fixtures in or upon the customer's premises shall be performed by the customer at his expense and risk.

In the event of a sewer stoppage, the customer shall immediately notify Loudoun Water. Loudoun Water will determine whether the stoppage is in the public sewer. If the stoppage is in the public sewer, Loudoun Water will clear the stoppage as quickly as possible. If the stoppage is not in the public sewer, but is within the building sewer, the customer will be notified. The customer will be directed to employ a licensed plumber to clear the stoppage. Loudoun Water will not be responsible for payment or reimbursement for any work done on the building sewer.

Loudoun Water does not accept any liability for damage due to a sewage backup. In the event the customer believes Loudoun Water is liable, the customer should call Loudoun Water's Department of General Services and request an investigation. Loudoun Water may file an insurance claim with its insurance company.

### **GRINDER PUMP RESPONSIBILITY**

Loudoun Water shall be responsible to repair and replace all system components of the Grinder Pump Service Connection from the grinder pump chamber to the public force main, at Loudoun Water's expense, insofar as ordinary wear is concerned. Damage due to causes arising out of, or caused by the customer's facilities, operations, negligence or carelessness as further outlined below shall be paid by the customer. The customer shall promptly notify Loudoun Water or its representative of any defect or damage to the Grinder Pump Service Connection. Loudoun Water reserves the right to stop any discharge from a grinder pump service connection in order to prevent contamination from raw sewage.

Cost of equipment and installation of a new grinder pump service connection shall be borne by the customer and shall be turned over to Loudoun Water for future repair and replacement. Grinder pump service connections shall be installed in accordance with Loudoun Water specifications. No more than one dwelling or building may be connected to a single grinder pump service connection. See Loudoun Water's Engineering Design Manual (<http://www.loudounwater.org/engineering-design-manual>) for more information about grinder pump systems.

Installation of any structures over any component of the grinder pump service connection, including the customer force main from the grinder pump to the public force main, is prohibited. If a structure has been installed prior to June 2015, Loudoun Water will make every effort to keep the structure intact. If the structure must be removed or disturbed, the customer shall be responsible for the cost of reinstalling the structure in a way that does not obstruct access to any component of the grinder pump service connection. Loudoun Water will not be responsible for the cost of structures that were deemed to be obstructing access to the system. Customers must call Miss Utility (811) before they dig.

Customer shall be responsible for all damage relating to vehicular or lawn care traffic, unintentional landscaping damage, trees falling or any avoidable act that inflicts damage.

Customer is responsible to maintain the plumbing for the building drain between the home and the grinder pump chamber.

Customer is responsible to provide an adequate supply of electrical power from the house to the pump control panel and grinder pump. In the event of a power outage, the customer is responsible for taking measures to prevent the backup of wastewater on the property by limiting their water usage. Damages resulting from improper power supply or low voltage will be the responsibility of the customer.

Customer should never flush prohibited items including, but not limited to, rags, paper towels, diapers, chemicals, baby wipes, fats, oils, greases and bio hazardous materials.

Customer will be responsible if an excavation reveals problems caused by negligence toward the grinder pump service connection, including the customer force main to the public force main.

Customer is responsible to repair and replace the PVC conduit from the pump control panel to the grinder pump chamber.

Extraneous flows such as from a sump pump, roof or foundation drains and into the grinder pump chamber are prohibited.

### **RESIDENTIAL - CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION PROGRAM**

The Cross-Connection Control & Backflow Prevention Program is a regulated program designed and managed to protect Loudoun Water's Central System and Community Systems potable drinking water distribution systems from contamination and pollutants. This is accomplished by prohibiting and preventing backflow/back-siphonage and cross connections between all potable, non-potable water distribution system, and private well water systems.

The plumbing on all residential premises supplied from Loudoun Water's Central System and Community Systems potable drinking water distribution network distribution system shall include provisions for the control of cross connections, and backflow prevention in conformance with the Virginia Uniformed Statewide Building Code, and any current, applicable plumbing codes. Cross connections shall be controlled at all times following the requirements of applicable residential plumbing codes and the Virginia Department of Health Waterworks Regulations.

Residential Property owners are responsible for scheduling their annual testing for all backflow prevention assemblies by a certified backflow assembly tester. A backflow prevention assembly is required for all residential fire suppression systems, lawn sprinkler/irrigation systems and swimming pools with below grade pool inlet fill lines.

The certified backflow assembly tester must complete the test form available on the Loudoun Water website (<http://www.loudounwater.org/residential-customers/cross-connection-backflow>) and provide the completed test results to the property owner and Loudoun Water annually.

Backflow Assembly Test Reports can be sent via mail to Loudoun Water "Regulatory Programs" at 44771 Loudoun Water Way, Ashburn, VA 20147 or email to [backflow@loudounwater.org](mailto:backflow@loudounwater.org) and by fax at 703-729-9494.

If the property owner so chooses not to use their lawn sprinkler/irrigation system and abandon the system, the annual testing of the backflow prevention assembly not needed.

However, it is required that the backflow prevention assembly (RPZ) is removed from the potable water piping system and the water piping capped by a certified irrigation contractor or plumber disconnecting the lawn sprinkler/irrigation system. The residential property owner is required to submit these disconnect/Capped Reports/Invoice to Loudoun Water.

An irrigation contractor or plumber must re-install the lawn sprinkler/irrigation system if the property owner has a change of mind. Additionally, the backflow prevention assembly (RPZ) must be tested upon installation, reinstalling, relocation, or repair and not less than on an annual scheduled thereafter.



## Other Important Information

### RECOMMENDED WATERING SCHEDULE

Loudoun Water recommends the following Schedule of Designated Outdoor Water Use Days that specifies days for outdoor water usage and/or activities.

- Odd home addresses – **Wednesday and Saturday**
- Even home addresses – **Thursday and Sunday**
- Non-Residential – **Monday through Friday consistent usage is encouraged through the use of rotating zones to avoid peaks in usage on any given day**

Loudoun Water will revise and update the Schedule of Designated Outdoor Water Use Days as required by water supply conditions.

### FATS, OILS AND GREASES

Pouring fats, oils and greases (FOG) down the drain can lead to sewage backups and overflows into a home. Garbage disposals do not stop these by-products from entering plumbing or the sanitary sewer. To prevent damage related to FOG, customers should adhere to the following practices:

- Scrape and dry dishes with a paper towel before washing
- Pour cooled oils and greases into a covered container and mix with an absorbent material like paper towels, kitty litter or coffee grounds before disposing in the trash
- Minimize garbage disposal use
- Place a basket or strainer over your drain to catch food items and then throw them in the trash

### **WATER LEAKS AND ADJUSTMENTS**

In the event of a water leak, the customer should immediately notify Loudoun Water. Loudoun Water cannot be responsible for payment or reimbursement for any work done on private facilities.

It is Loudoun Water's responsibility to maintain the public water main and water service connection. Maintenance of the building service pipe and building water piping is the responsibility of the property owner.

As soon as Loudoun Water is notified of a water leak, it will determine whether the leak is in the public water main or water service connection. If the leak is in either the public water main or water service connection, Loudoun Water will repair without cost to the customer.

If the leak is found not to be the responsibility of Loudoun Water, the customer will be notified to make arrangements for repair by a registered plumber, at the customer's expense.

Loudoun Water will perform meter or pressure checks by appointment only during normal business hours. A fee will be assessed for the appointment. Loudoun Water staff can help identify a leak but repairs must be performed by the customer or a plumber, at the customer's expense.

### **LEAK ADJUSTMENTS**

As a courtesy, Loudoun Water offers a billing adjustment for unusually high water consumption due to leaks that have been repaired in a timely manner once identified. The customer must submit a letter to the Customer Relations Department requesting a bill adjustment. The letter must include a description of the leak, proof of repair, and other required information.

In the case of underground leaks between the meter and the main service cutoff, as well as inside leaks, a courtesy adjustment of 100% water overage and 100% sewer overage based on the normal use for the same customer and same property address. The adjustment period will not exceed two quarters and includes the billing period in which the leak is repaired as well as the previous quarter, if applicable.

A one-time adjustment per customer, per account will be made for an inside leak or irrigation system leak (not both). If the customer is notified by Loudoun Water of a leak, the customer has 30 days to make repairs to be eligible for an adjustment. Loudoun Water reserves the right to impose a penalty up to and including termination of service if repairs are not made within 30 days.



### FROZEN PIPES & METERS

When the weather turns colder, water expands as it freezes and this can put tremendous stress on whatever is containing it, including metal or plastic pipes. Usually pipes that freeze are exposed to severe cold weather, like outdoor hose bibs, water supply pipes in unheated interior areas like basements, garages, or kitchen cabinets. To keep meters from freezing during extreme cold snaps, it is important to have a constant flow of water going through the meter.

#### During significant cold snaps, follow these tips:

- To prevent your pipes from freezing, allow a faucet to drip cold water slowly. The faucet you choose should be the one that is the greatest distance from your main water shut off valve. This is especially important if your property has experienced frozen meters in the past.
- Open the cabinets beneath any place with a water supply, such as the kitchen and bathroom sinks. This will allow warm air to circulate. (Remove any toxic substances first if there are small children or pets in the home.)
- If your pipes freeze, never thaw a pipe with an open flame. Use warm water to soak towels, then wrap the towels around the frozen pipes.

If you suspect a frozen pipe or meter, you can contact Loudoun Water one of several ways:

- Call 571-291-7880 during regular business hours.
- Call our after hours emergency number at 571-291-7878.

If you recently had your meter thawed by a Loudoun Water staff member, please take care to prevent your meter from refreezing by following the above tips.



## HOW TO CONTACT US

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[loudounwater.org](http://loudounwater.org)

  @loudounwater

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### ADMINISTRATIVE OFFICES

Loudoun Water  
44865 Loudoun Water Way  
Ashburn, VA 20147

Open Monday through Friday 8:00 a.m. to 4:30 p.m. and closed for lunch 12:00-1:00 p.m.

### TELEPHONE / FAX

Main Office: 571-291-7700  
Customer Service: 571-291-7880  
After Hours Emergencies: 571-291-7878

### MAILING ADDRESS

Loudoun Water  
44865 Loudoun Water Way  
PO Box 4000  
Ashburn, VA 20147

### EMAIL

[customerservice@loudounwater.org](mailto:customerservice@loudounwater.org)

## PAYMENT OPTIONS

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### MAIL

44865 Loudoun Water Way  
PO Box 4000  
Ashburn, VA 20147

### ONLINE

Visit [www.loudounwater.org](http://www.loudounwater.org)  
and pay using LW Connect

### STOP BY

44865 Loudoun Water Way  
Ashburn, VA

Between 8:00 a.m. to 4:30 p.m.  
and closed for lunch 12:00-1:00 p.m.

### CALL

1-866-539-1988

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# COMPANY OVERVIEW



## HISTORICAL OVERVIEW

Dominion Due Diligence Group (D3G) was established in 1994 by Robert E. Hazelton, and has grown to a national full-service Environmental and Engineering real estate due diligence firm featuring over 100 employees. D3G focuses on affordable housing, elderly care facilities and historical rehabilitations, with our 3rd party reporting used for HUD-FHA, USDA-RD, GSE, and LIHTC transactions. D3G has worked with every HUD office in the country; performing assessments pursuant to 24CFR in all states. D3G is a premier provider of Green Capital Needs Assessments (GPCA and GRPCA) to the Office of Affordable Housing Preservation (OAHP) at HUD, under both the M2M program and the ARRA stimulus bill. Since inception of HUD's



green program, D3G has successfully performed greater than 100 Green Capital Needs Assessment for the Department. D3G is currently working with the HUD "Green PNA Tool", and the HUD Multifamily mortgage insurance requirements as they relate to the Rental Assistance Demonstration (RAD).

## COMPANY INFORMATION

### Specific Experience

D3G has been providing Physical Condition Assessments and Reporting for over 22 years. Our company has been working with FHA financing, under the HUD Multifamily Accelerated Process (MAP) Guide since inception of the program. During this period we have worked with Public Housing Authorities relative to 24 CFR compliance, mortgage insurance applications and HOPE VI developments; however, the majority of our work is with the subsidized housing stock. As a firm we have performed thousands of environmental, engineering, architectural reviews, and cost estimations across the United States, and have demonstrated performance in all HUD offices in the country. In just the FY2014, D3G completed 1,600 reports for real estate transactions with the US Department of Housing and Urban Development. For the past 5 years, we have been working with HUD and their offices of Multifamily, Affordable Housing Preservation, and Sustainability on energy retrofitting of this nation's affordable, FHA-insured, and public housing stock.

### Capabilities

Our firm is comprised of a diverse group of highly qualified and expert staff members providing professional consulting services in the following categories:

#### BUILDING ENGINEERING

Property Condition Reports/Physical Condition Assessments  
Reserve for Replacement Studies (R4R)  
Cost Segregation and Analysis, Life Cycle Cost Analysis, etc.  
REAC & UPCS Housing Inspections

#### SUSTAINABILITY/ENERGY AUDITING

"Green" Property Condition Assessment (GPCA)  
BPI Multifamily Energy / Utility Consumption Audits  
ASHRAE Level 1, 2 3 Energy Audits



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Life Cycle Cost Analysis (LCCA) and Alternative Energy Feasibility Studies  
Green Operations and Maintenance (O&M) Plan preparation  
Utility Allowance Studies

#### ENVIRONMENTAL

Phase I Environmental Site Assessment (ASTM 1527-13 and EPA AAI)  
NEPA Special Resource Studies (HUD 4128, 24 CFR Part 50, 55, and 58)  
Phase II Activities/Intrusive Studies/Hazardous Material Studies  
Indoor Air Quality (IAQ) Evaluations (VOC, SBS, Mold, Fungi, etc.)

#### A/E REVIEW AND COST ESTIMATION

Architectural Document Review and Coordination  
Construction Document Accessibility Review (ADA, FHA, UFAS, ABA)  
Independent Construction Cost Estimation  
Construction Management Inspection and Draw Reviews

#### **Staff Resources**

D3G currently has over 100 employees. We anticipate providing all of the services required for this contract in-house and do not require the use of any sub-contractors. An important distinction of D3G is that the company has vertically integrated the professional services and designations required by the RAD Physical Condition Assessment (RPCA) scope of work. D3G had the good fortune of working with HUD during development of the M2M and ARRA GPCA guidance documents; and, subsequently over the past 5 years we have internally developed the disciplines of Multifamily Property Condition Assessment; Integrated Pest Management; and BPI-Multifamily Energy Auditing. D3G's staff are trained, accredited and licensed in the following fields of building science investigations:

- Engineering (Professional Engineers)
- Architectural (IBC/ICC Plans Examiners)
- Sustainability (LEED-AP, CEM, BPI-Multifamily, Resnet)
- Environmental (CSP, LSP, EP, CHMM, CIEC, PG)
- Pest Management (LPA, QualityPro Green)

#### **Track Record of Success**

Our most telling documentation of our proven success is our list of clients that continually request our services. Stronger client relationships and repeat business is our measuring stick for success. Our client list includes the following key players in the affordable housing markets:

- All of the top 10 HUD MAP lenders, as well as 70 of the licensed MAP lenders in the country.
- Major tax credit syndicators (Bank of America, Stratford Capital, Boston Capital, PNC, R4 Capital, National Equity Fund (NEF), and Raymond James).
- Nationally recognized Non-profit and Mission-based affordable housing providers, including National Church Residences, MercyHousing, Housing Development Corporation (HDC), and Community Housing Partners (CHP).
- Numerous Public Housing Authorities (PHA) and State Finance Housing Authorities (SFHA) nationwide.



### **D3G Differentiator**

The biggest differentiator for D3G is our commitment to affordable housing and healthcare. We specialize in government subsidized and insured housing. We know the regulations, statutes, guidebooks, handbooks, and housing notices associated with affordable housing. We are always working for affordable housing, to find a way to facilitate a streamlined, coordinated and less expensive process towards preservation. For example, during development of HUD's Green Physical Condition Assessment Statement of Work, D3G quickly identified that Integrated Pest Management (IPM) and Building Performance Institute (BPI) requirements would present road-bumps in production of green condition assessments. During performance of dozens of these assessments throughout the country we found significant limitations, and excessive costs associated with existing QualityPro Green accredited IPM providers. Our solution was training and QualityPro Green licensing and BPI-Multifamily Analyst accreditation of existing staff members. We took the commitment so far as achieving BPI Training Affiliate status, and are an accredited energy training provider and proctor. Subsequently, we believe we are the only 3rd party consultant in the country to have all three designations (USGBC-LEED, BPI Analyst and QualityPro Green) under one roof, accommodating the details of the HUD program-specific GPCA and Rental Assistance Demonstration (RAD) technical scope of work – resulting in less fees, improved communication, and connectivity of reporting elements.

The things that differentiate D3G from our competitors are:

- We have experience with every HUD field office in the country.
- We understand the new HUD RAD program and PIH Notice 2012-18.
- We provide Investment-Grade Capital Needs Assessments.
- We provide all services in-house.
- We are experts at HUD, REAC, UPCS & MPI housing standards.
- We are a premier provider of Green Capital Needs Assessments (GPCNA and GRPCA) to the Office of Affordable Housing Preservation (OAHP) at HUD, under both the M2M program and the ARRA stimulus bill.

**D3G E-Verify Info:** Company ID #: 800042 **Date:** 07/22/2014

**D3G Tax Identification #: 54-1720249**

Individual(s) authorized to negotiate and contractually bind Dominion Due Diligence Group (D3G):

**-Rob Hazelton, President, (804) 237-1900 (Direct) r.hazelton@d3g.com**

Individual(s) authorized to be contacted for clarification and additional information:

**-Rob Hazelton, President, r.hazelton@d3g.com , (804) 237-1900 (Direct)**

**-Mike Ferguson, Vice President of Technical Services, m.ferguson@d3g.com , (804) 240-6650**

### **LOCATIONS:**

#### Corporate Headquarters

Dominion Due Diligence Group (D3G)  
201 Wylderose Drive  
Midlothian, VA 23113

#### Colorado Branch Office

Dominion Due Diligence Group (D3G)  
2009 Wadsworth Boulevard, Suite 260  
Lakewood, CO 80214

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# EXPERIENCE & EXPERTISE



## RELEVANT UTILITY ALLOWANCE CALCULATIONS EXPERIENCE

Since our inception, D3G has completed over ten thousand Capital Needs Assessments, Environmental Assessments, Environmental Reviews, and Energy Consulting projects nationwide for multifamily housing and healthcare facilities under multiple loan programs including HUD, Freddie Mac, Fannie Mae, and ASTM. The following list represents our Utility Allowance Calculation experience within the last 5 years:

- Carver Park – Cleveland, OH
- Jackson Crossing – Alexandria, VA
- Levy Place – Nashville, TN
- Lucy Morgan Homes Phase I - Housing Authority of the City of LaGrange – LaGrange, GA
- Mercy Park – Chamblee, GA
- Proposed Saint Paul Apartments (fka Proposed St. Pauls Apartments) – Norfolk, VA
- Proposed Scott Boulevard Senior Residences – Decatur, GA
- Proposed Scott Boulevard Seniors (aka Fuqua Phase III) – Decatur, GA
- Sawyer Manor and Trevitt Heights – Columbus, OH
- Sunshine Village – Pocomoke City, MD
- Sycamore Towers Apartments – Petersburg, VA
- Tennessee Valley Regional Housing Authority (TVRHA) – Scattered Sites throughout MS





# Tennessee Valley Regional Housing Authority

## Utility Allowance Study

The Utility Allowance for the Tennessee Valley Regional Housing Authority presented many difficult issues for D3G. Spearheading these issues was the fact that the sites were scattered over the entire state of Mississippi. This fact complicated the process for running the Remrate Manual J program, as this is affected by region. More impacted were the multiple utility providers for the various properties, all with different rates and tariffs, which all have to be inputted into the HUD 52667 calculator. This required physically calling each and every utility provider that did not post rates on a website for public access, in order to determine the most current rate to use in calculating the allowances.

Another unique issue encountered with such a scattered site allowance calculation was the variety in unit types and sizes, which were located in structures of various types. All of these factors are pertinent in the Manual J process, and add considerable time and organization required. Along with the varying unit types were the various fuels used to power the different appliances throughout each specific property. This required more extensive research and more input into the HUD calculator. The TVRHA also was interested in reconfiguring their current unit types into new unit types and sizes, and this required more planning as well as determining accurate weighted averages which provided the correct utility allowance for the newly assigned units.

The end result of the above mentioned project was the successful analysis and compilation of recommended utility allowances based upon the Engineering Methodology through the HUD approved process. D3G was able to offer multiple allowances based upon the options of a property with no air conditioning, with air conditioning, and with air conditioning and Energy Star rated appliances. The data was sent to the PHA in an organized Word based document, as was all the pertinent data as compiled through the HUD 52667 calculator.



### Project At-A-Glance

#### Project Client

- Tennessee Valley Regional Housing Authority

#### Number of Utility Allowances (Including Options):

- 265

#### Total Number of Manual J Calculations Required:

- 65

#### Number of Separate Utility Providers:

- 34

#### Project Completion Timeline:

- 4.5 Weeks



# Tennessee Valley Regional Housing Authority

## Utility Allowance Study

### **Background & Challenges**

- The scattered site nature of the PHA presented huge Manual J challenges, as well as multiple utility providers and rates.
- The variance in unit types and structure envelope types increased the amount and complexity of Manual J calculations required.
- The reconfiguration of existing units also required more complex weighted average assumptions and Manual J calculations
- The difficulty in reaching the various utility providers to discuss current rates and tariffs used for each locale.



### **Solutions**

- Increased staff time allocation to research need geographical data for the Manual J calculations, as well as contacting each needed utility provider needed to gain current information on rates and tariffs.
- Increased organization and time for staff to run Manual J calculations as required for the different unit/structure matrices.
- Thorough and researched weighted average assumptions to reconfigure current unit matrices to new desired matrices as submitted by the PHA.
- Persistent communication and follow through with each utility provider to gain access to rates and tariffs



### **Benefits**

- Provided an up to date and accurate allowance for the various unit matrices based upon rates, locations, and structures.
- Provided predicted allowances for reconfigured units based upon PHA request
- Engineering Methodology based utility calculations may provide the PHAs to offer competitive affordable housing rent value with similar market rate dwelling units.



# STEPHEN EVANKO, LEED AP, BPI MFBA/HHE, NGBS Verifier, GPR-EHMF Rater

Managing Director of Energy and Sustainability  
s.evanko@d3g.com / 804-237-1892

## EDUCATION

University of Maryland Baltimore County – B.S. Applied Physics and Computer Science, 1994

University of Maryland Baltimore County – M.S. Applied Physics, 1996

University of Virginia – MBA, 2001

## CERTIFICATIONS/REGISTRATIONS/TRAINING

- NGBS Master Green Verifier (2012 & 2015 & 2020 versions)
- GreenPoint Rated Existing Home Multifamily (GPR-EHMF) Rater
- LEED AP – Operations and Maintenance
- Building Performance Institute (BPI) Certified Multifamily Building Analyst Professional (MFBA)
- Building Performance Institute (BPI) Certified Healthy Homes Evaluator (HHE)
- NYC-DOHMH Healthy Homes NYC Training
- Green Globes Professional
- International Society of Sustainability Professionals – Sustainability Associate Certification Global Reporting Initiative (GRI) Training Certification
- Basics of Elevator Inspections given by Sanjay Kamani, QEI, KP Property Advisors LLC

## SUMMARY OF EXPERIENCE

Stephen Evanko is the Managing Director of Energy and Sustainability for Dominion Due Diligence Group. He has worked in the sustainability and green building industry for the past 14 years. Stephen launched and led Capital One's Environmental Sustainability Office and sustainability strategy. He developed the company's greenhouse gas emissions and environmental goals, led the green building program, oversaw external partnerships, implemented environmental projects, and authored external corporate disclosures. Prior to joining Capital One, he worked as a Consultant for Boston Consulting Group and Senior Systems Engineer for Essex Corporation. He has served as the chairman of the Richmond Region Energy Alliance since 2011 and is active in the sustainability community.

## SAMPLE PROJECTS

### NGBS Green Certification (NC)

- Sistrunk Townhomes (Fort Lauderdale, FL)
- Manseau Flats (Green Bay, WI)
- Duval Station Landing (Jacksonville, FL)
- Pier Park Crossings (Panama Beach City, FL)
- Arbordale Apartments (Williamsburg, VA)
- Piedmont Apartments (Raleigh, NC)

### NGBS Green Certification (Remodel)

- Cheyenne Crossing (Colorado Springs, CO)
- Preserve at Ballantyne (Charlotte, NC)
- Stark Street Crossings (Gersham, OR)
- The Krise (Lynchburg, VA)
- Whitney School Apartments (Green Bay, WI)

### ENERGY STAR EXISTING BUILDING CERTIFICATION

- Amberleigh Shores (Wilmington, NC)
- Woodland Station (Boston, MA)
- Oaks at Normandy (Jacksonville, FL)
- Aura at Quarterpath (Williamsburg, VA)
- Legacy at Walton Bluegras (Alpharetta, GA)



# STEPHEN EVANKO, LEED AP, BPI MFBA/HHE, NGBS Verifier, GPR-EHMF Rater

Managing Director of Energy and Sustainability  
s.evanko@d3g.com / 804-237-1892

## SUMMARY OF EXPERIENCE (cont'd)

As the Managing Director of Energy and Sustainability for Dominion Due Diligence Group, Stephen leads a team of energy analysts who provide energy benchmarking, energy auditing, energy modeling, utility allowance calculation reporting and green building consulting and verification services for Multifamily FHA green financing projects.

## MEMBERSHIPS/AFFILIATIONS

- Virginia Energy Efficiency Council (Board Member)
- National Green Building Standards Green Verifier Advisory Group (2017 – current)
- National Green Building Standards Partner of Excellence (2017-2021)
- Virginia Multifamily Energy Efficiency Coalition (Member)
- National Green Building Standards 2018 Task Group
- Richmond Region Energy Alliance (Chairman of the Board – 2004-2019)
- USGBC Greater Virginia Chapter
- Virginia Tech Center for Leadership in Global Sustainability 2050 Council
- Virginia Poverty Law Center (Board Member 2017-2020)
- Virginia House Bill 2332 Stakeholder (Energy Data Access Regulations)

## SAMPLE PROJECTS

### STATEMENT OF ENERGY DESIGN INTENT (SEDI) MODELING

- Avondale Apartments (Norfolk, VA)
- Waters at Hammond Apartments (Hammond, LA)
- Caribbean Isle Apartments (Kissimmee, FL)
- Vista Villa Apartments (Charlotte, NC)

### STATEMENT OF ENERGY PERFORMANCE (SEP)

- Industrial Distribution Center (North Hills, CA)
- Encore Apartments (Alexandria, VA)
- Sherwood Apartments (Seattle, WA)
- Marquis at Waterview (Richardson, TX)

### HERS Scoring / LIHTC

- Bainbridge (Richmond, VA)
- Fox Manor (Richmond, VA)

### OTHER GREEN BUILDING CERTIFICATIONS

- West Creek Corporate Campus 9 Buildings Green Globes (Richmond, VA)
- Corporate Headquarters Green Globes (McLean, VA)
- Knolls Operations Campus – 4 Buildings Green Globes (Richmond, VA)
- Data Center – Green Globes (Richmond, VA)
- Plano Campus – 6 Buildings Green Globes (Plano, TX)



# TIMOTHY P. BRYANT, NGBS Verifier, HERS Rater, BPI BA/MFBA

Energy Team Manager  
t.bryant@d3g.com / 804-615-2145

## EDUCATION

Virginia Commonwealth University — Bachelor of Science

## CERTIFICATIONS/REGISTRATIONS/TRAINING

- NGBS Green Verifier (2012, 2015, & 2020 Standards)
- Certified Home Energy Rater (HERS)- Rater ID #3103196
- Building Performance Institute (BPI) Certified Building Analyst Professional
- Building Performance Institute (BPI) Certified Multifamily Building Analyst
- Building Performance Institute (BPI) Certified Proctor
- Energy Star for Homes – Version 3 Certified
- ENERGY STAR Multifamily New Construction Rater
- Association of Energy Engineers (AEE) Certified Energy Auditor Training
- Association of Energy Engineers (AEE) Certified Energy Manager Training
- Virginia DPOR Certified Energy Audit Trainer
- Richmond Region Energy Alliance Approved Contractor
- Certified CMC Home Energy Auditor
- NEAT/MHEA Energy Audit Software Certified
- Thermography Training for Energy Applications
- EPA Certified Lead Renovator
- Principals of Environmental Site Assessments – ASTM E1527-05
- Fair Housing Act Accessibility Training
- VHDA Universal Design Course
- Basic Elevator Inspections

## SUMMARY OF EXPERIENCE

Tim is the Director of Energy Modeling Services for Dominion Due Diligence Group. He is directly responsible for the development and management of the D3G's Energy Modeling Team. Tim also develops energy training curriculum and leads energy/green trainings for the company as an approved BPI Proctor and manages D3G as an approved BPI Training Center. Tim has 15+ years of residential construction background that supports his 15+ years of residential

## SAMPLE PROJECTS

### NGBS Green Certifications (NC)

- Pecos Apartments  
(Pecos, TX)
- Prairie Gate  
(Grand Prairie, TX)
- North Broadway Street  
Apartments (Chicago, IL)

### NGBS Green Certifications (Remodel)

- The Krise  
(Lynchburg, VA)
- 3030 (Seattle, WA)

### ENERGY STAR Existing Building Certification

- The Aventine at Asheville  
(Arden, NC)
- The Crossings at Nine Mile Road  
(Pensacola, FL)
- The Reserve at Glenburnie  
(New Bern, NC)
- St. Alfio's Villa (Lawrence, MA)

### Statement of Energy Design Intent (SEDI) Modeling

- Cary Pointe  
(Cary, NC)
- Village Flats  
(Tulsa, OK)
- Royal Sail  
(Suffolk, VA)
- Union Point  
(Pensacola, FL)



# TIMOTHY P. BRYANT, NGBS Verifier, HERS Rater, BPI BA/MFBA

Energy Team Manager  
t.bryant@d3g.com / 804-615-2145

## SUMMARY OF EXPERIENCE (cont'd)

energy efficiency work in building science, building diagnostics, and efficient/green building design. Prior to joining D3G Tim owned and operated Bryant Energy Services. Tim was responsible for business development, marketing, management, and day to day operations.

## SAMPLE PROJECTS

### Utility Allowance Calculations

- Sawyer Manor and Trevitt Heights (Columbus, OH)
- Jackson Crossing (Alexandria, VA)
- Saint Paul Apartments (Norfolk, VA)
- Levy Place (Nashville, TN)

### Advanced Energy Studies

- Hill Country Villas (San Antonio, TX)
- The Mark Apartment (Alexandria, VA)
- Auburn Creek (San Antonio, TX)

### Integrated Physical Needs Assessments (IPNA)

- McKenna Square Houses (New York, NY)
- Marine Drive (Buffalo, NY)
- Palmetto Gardens (Brookland, NY)

### RAD Physical Condition Assessments

- Fairfax County DHCD (Fairfax County, VA)
- Oyster Point (Newport News, VA)
- Willingham Village (Rome, GA)



## DAVID A. STRICKLAND, BPI-MFBA

Review Manager – Energy Assessments  
d.strickland@d3g.com / 804-123-4567

### EDUCATION

Catawba College - B.A. in History  
Western Carolina University - M.A. in U.S. History

### CERTIFICATIONS/REGISTRATIONS/TRAINING

- Building Performance Institute (BPI) Certified MultiFamily Building Analyst Professional
- Building Performance Institute (BPI) Certified Building Analyst Professional (expired)
- The Joyce Agency – Introduction to Condensing Boilers, Pumps and Pump System Efficiency
- Dunlap and Partners – Solar Shading System's Impact on Daylighting and Sustainable Design
- EarthCraft Virginia Lecture Series– House as a System, Code Changes & Research, Introduction to ACCA Manual J/D/S
- Residential Energy and Sustainability Site Inspections given by Timothy Bryant, BPI-MFBA
- Basics of Elevator Inspections given by Sanjay Kamani, QEI, KP Property Advisors LLC
- GreenHome Institute - Basics of HVAC Sizing and Low load Homes

### SUMMARY OF EXPERIENCE

David Strickland has more than eight years of experience with Dominion Due Diligence Group involving the preparation of hundreds of energy sustainability studies including comprehensive energy audits and utility consumption analysis comprising energy modeling, energy data analysis and cost benefit analysis. In addition, David has produced ENERGY STAR Certification and SEP inspections, analysis, and reporting. Over the years he has been responsible for aiding in the energy report reviewing process, hiring and training of new Energy / Green Building Analysts, as well as developing and maintaining training materials, report writing tools, and software.

### SAMPLE PROJECTS

#### Energy Audit (HUD RAD, HUD MAP 221 (d)(4), HUD MAP 223f)

- Renaissance Preserve- Phase IV A&B (Fort Myers, FL)
- Northside Drive Homes (Battle Creek, MI)
- Chippington Tower Apartments (Madison, TN)
- Olympic Village (Chicago Heights, IL)

#### LIHTC Tax Credit (PHFA, OHFA, AHFA,RIH)

- East Hills West (PHFA - Pittsburgh, PA)
- Nogales(OHFA - Tulsa, OK)
- St. Germain Manor (RIH - Pawtucket, RI)
- Chattahoochee Courts (AHFA - Eufaula, AL)

#### Statement of Energy Performance (SEP)

- 511 West 135th Street (New York City, NY)
- Abberly Grove (Raleigh NC)
- Abberly Place (Garner NC)
- Casaloma Creek and Towers (Appleton, WI)

#### ENERGY STAR Certification

- Ashton Park Apartment Homes (Anderson, SC)
- Walton Centennial Apts, (Roswell, GA)
- Compson Place Apartments (Boynton Beach, FL)
- Amherst (Houston, TX)



# KEVIN ROBICHEAU, NGBS Verifier, HERS Rater, BPI-MFBA

Energy / Green Building Analyst  
k.robicheau@d3g.com / 804-442-7775

## EDUCATION

Associate of Science, Business Administration, Brockton, MA

## CERTIFICATIONS/REGISTRATIONS/TRAINING

- NGBS Green Verifier (2015, 2020)
- HERS Rater – Certification #8611030
- Building Performance Institute (BPI) Certified Multifamily Building Analyst Professional
- ENERGY STAR Multifamily New Construction
- Combustion Appliance Zone Testing (CAZ)
- LEED Green Rater Training
- ENERGY STAR Residential v3
- Intermediate Photovoltaics
- Photovoltaic Design and Installation Lab
- OSHA 10-hour Construction Safety and Health

## SUMMARY OF EXPERIENCE

Kevin is an Energy / Green Building Analyst for Dominion Due Diligence Group. He is responsible for preparing Energy Sustainability studies throughout the United States. Kevin is experienced in residential and commercial construction spanning over 15 years. He has worked diligently with builders and developers to assist them in achieving compliance in ENERGY STAR and LEED for Homes verification. He has worked in the sustainability and green building industry for the past six years. He has experience with on-site and classroom training for trades needing to meet the demands of a multitude of energy program codes. He has worked as a quality assurance designee for other companies nationally. In addition to quality assurance, he has acted as a building analyst for multiple national home builders to assure quality building, performance, and comfort in residential housing. Kevin is responsible for comprehensive energy audit and utility consumption analysis report writing, including energy modelling, energy data analysis and benefit-cost analysis.

## SAMPLE PROJECTS

### HUD MAP 223(f)

- Platinum Valley Apts.  
(Sioux Falls, SD)
- Echo at the Lights  
(West Fargo, ND)
- Senderos at South Mtn.  
(Phoenix, AZ)
- Redwood Altoona – Phase II  
(Altoona, IA)
- Chalet 1400 Apts.  
(Claremore, OK)
- Penrose Square Apts.  
(Arlington, VA)
- Aliso Apts.  
(Los Angeles, CA)
- Residences at Town Square  
Village (Amarillo, TX)

### HUD MAP 221 (d)(4) NC

- Spring Street Apts.  
(Greensboro, NC)
- Brookstone Apts.  
(Waldorf, MD)
- Newtown Woods  
(Louisville, KY)
- Lincoln Station Apts.  
(New Lenox, IL)
- Brighton Farmington Station  
(Farmington, UT)
- Mountain Creek Plaza  
(Waynesville, NC)
- Hanover Flats Apts.  
(Bennington, NE)
- Aura at Spotsylvania Towne  
Center (Fredericksburg, VA)
- The 8801 Apartments  
(Lincoln, NE)



## ERIC A. SULLIVAN, BPI-MBFA NGBS Green Verifier

Energy / Green Building Analyst  
e.sullivan@d3g.com / 804-385-5081

### EDUCATION

Virginia Polytechnic Institute & State University (Virginia Tech)  
B.S. Applied Economic Management  
Focus: Community Economic Development (CED)  
Minor: Politics, Philosophy, and Economics (PPE)

### CERTIFICATIONS/REGISTRATIONS/TRAINING

- Building Performance Institute (BPI) Certified Multi-Family Building Analyst Professional
- National Green Building Standard (NGBS) – Green Verifier
- Residential Energy and Sustainability Site Inspections given by Timothy Bryant, BPI-MFBA
- Basics of Elevator Inspections given by Sanjay Kamani, QEI, KP Property Advisors LLC

### SUMMARY OF EXPERIENCE

Eric Sullivan has more than 5 years of experience with Dominion Due Diligence Group involving the preparation of energy sustainability studies from comprehensive energy audits, utility consumption analysis, energy modeling, energy data analysis and cost benefit analysis. In addition, Eric has produced ENERGY STAR Certifications, performed Statement of Energy Performance (SEP) Indoor Air Quality inspections, conducted modeling for Statement of Energy Design Intent (SEDI) reports, and completed blower door and duct leakage testing analysis. Over the past three years, he has been responsible for aiding NGBS project completion by performing rough and final inspections across the country. He is currently based out of the Midlothian Virginia headquarters with D3G.

### SAMPLE PROJECTS

#### Statement of Energy Design Intent (SEDI)

- Sunnyvale Village Phase 2A & 2B (Nampa, ID)
- Redwood Texas (Kalamazoo, MI)
- The Gates at South Bend (Tuscaloosa, AL)

#### NGBS Certification

- East Lake Flats – Phase II (Omaha, NE)
- Toscana Apartment Homes - Phase II (Lacey, WA)
- Commons at Sylvan Canyon (Portland, OR)
- Woodlands at Beaumont (Beaumont, TX)
- Prairie Gate Phase II (Grand Prairie, TX)

#### Statement of Energy Performance (SEP)

- Commons at Timber Creek (Portland, OR)
- Rock Island Ridges at Riverchase (Phenix City, AL)
- City View Apartments (Las Vegas, NV)
- West Pointe Townhomes (Longview, WA)

#### ENERGY STAR Certification

- Lake Creek Village Apartments (Edwards, CO)
- Commons at Sylvan Highlands, (Portland, OR)
- Clearfield Station Apartments (Clearfield, UT)
- Parkway Lakeside Apartment Homes (O'Fallon, IL)



# JERRY ANDERSON, BPI-MFBA

Energy / Green Building Analyst  
j.anderson@d3g.com / 804-358-2020

## EDUCATION

Randolph-Macon College — B.A. in Environmental Studies

## CERTIFICATIONS/REGISTRATIONS/TRAINING

- Building Performance Institute Principles of Knowledge
- Building Performance Institute Multi-Family Building Analyst
- National Green Building Standard (NGBS) – Green Verifier
- Earthcraft Building Professional Training
- Minneapolis Blower Door Equipment Training
- Minneapolis DuctBlaster Equipment Training
- ENERGY STAR Portfolio Manager (ESPM) Webinars
- ICAST Building Science Webinars

## SUMMARY OF EXPERIENCE

Jerry is an Energy / Green Building Analyst for Dominion Due Diligence Group. His responsibilities include energy benchmarking, utility usage analysis, data acquisition planning, report writing, and green building consulting and verification services for Multifamily FHA green financing projects. Prior to joining Dominion Due Diligence in 2020 Jerry worked as a Solar Sales Consultant canvassing and educating homeowners on switching to residential photovoltaic (PV) solar. Jerry also has experience in the energy efficiency, building science, and urban planning industries.

## SAMPLE PROJECTS

### HUD MAP 223(f)

- Head of the Harbor  
(Norwalk, CT)
- Providence Square  
(Rexburg, ID)
- Sylvan Lakes Apartments  
(Sylvania, OH)
- Abbott Pointe  
(East Lansing, MI)

### HUD MAP 221 (d)(4) NC

- Proposed Mission Trails  
Apartments (El Paso, TX)
- Palo Alto Apartments  
(Pflugerville, TX)
- Redwood Canal Winchester  
Phase IV  
(Canal Winchester, OH)
- Redwood Louisville Phase 3  
(Louisville, OH)
- Redwood Holt Phase 1  
(Holt, MI)
- Redwood Southgate  
(Southgate, MI)
- Redwood Miami Township  
Phase 1 (Cincinnati, OH)

### HUD RAD Energy Audit

- Chelsea Build to Preserve: 3.  
Elliott (New York, NY)
- Elizabeth Jones Homes  
(Newport, TN)
- Oak Hill  
(Columbia, SC)
- Marino-Ruggiero Apartments  
(Utica, NY)
- Rhea Mims Hotel  
(Newport, TN)
- Belmont Heights Estates Phase 3  
(Tampa, FL)



# ALEX TAPIA, NGBS GREEN VERIFIER

Energy / Green Building Analyst  
a.tapia@d3g.com / 541-799-0613

## EDUCATION

University of Oregon – M. Architecture, Technology (specialization)  
University of Nebraska – B.S. in Design, Psychology (minor)

## CERTIFICATIONS/REGISTRATIONS/TRAINING

- National Green Building Standard (NGBS) Green Verifier (2012 / 2015, and 2020)
- Passive House Institute U.S. (PHIUS) Certified Passive House Consultant (CPHC)
- Dangerous Goods Regulations (DGR) Training
- OSHA 10-hour Construction Training
- Red Cross CPR/AED and First Aid Certified (expired)

## SUMMARY OF EXPERIENCE

Alex is an Energy / Green Building Analyst for Dominion Due Diligence Group based out of Omaha, Nebraska. His educational background is in sustainable design and high-performance building technology. Prior to joining D3G, he had construction experience in new-build, remodel, and demolition projects. As a part of D3G's Energy and Sustainability team Alex is responsible for consulting, inspecting, and providing green building verifier services for new construction and existing buildings across the mid-west. His current responsibilities to the team nationally also include building energy performance modeling, analyzing building energy consumption, preparing Advanced Energy Studies (AES), Statements of Design Intent (SEDI), and Statements of Energy Performance (SEP).

## SAMPLE PROJECTS

### NGBS VERIFICATION

- Village West (Lincoln, NE)
- Hanover Flats (Bennington, NE)
- Salt Creek (Lincoln, NE)
- Westline (Omaha, NE)
- Northern Lights (Lincoln, NE)
- 8801 (Lincoln, NE)

### ADVANCED ENERGY STUDY

- Claradon Village (West Haven, UT)
- Stadium Crossing (Bloomington, IN)

### STATEMENT OF ENERGY DESIGN INTENT (SEDI)

- Ten Mile Creek (Meridian, ID)
- Timbers II (Sepulpa, OK)
- Victory Village on Lakeview (North Platte, NE)
- North Streams (Omaha, NE)
- Goldfinch Meadows I & II (Kearneysville, WV)
- Magnolia Hill (Carthage, NC)
- Greystone at Mulberry (Fortson, GA)

### STATEMENT OF ENERGY PERFORMANCE (SEP)

- The Monroe (Austin, TX)
- Venue Tower (Grand Rapids, MI)
- Encore on Memorial (Bixby, OK)
- Warris Farms (Westland, MI)
- Lake Pointe (Springfield, IL)
- Kelley Square (Worcester, MA)
- Carisbrooke (Champaign, IL)
- Parkway Court I & II (Normal, IL)
- Rainbow (Bloomington, IL)
- Diamond Ridge (Janesville, WI)



# JEFFREY S. HENDRIX, NGBS Green Verifier

Energy/Green Building Analyst

[j.hendrix@d3g.com](mailto:j.hendrix@d3g.com) / 469-667-0321

## EDUCATION

Dallas Baptist University - B.A. in Communication  
Focus: Graphic Design

## CERTIFICATIONS/REGISTRATIONS/TRAINING

- National Green Building Standard (NGBS) – Green Verifier

## SUMMARY OF EXPERIENCE

Jeff Hendrix has over 5 years of commercial construction experience. Jeff inspected MEP systems and insulation for several types of commercial and residential buildings. He surveyed sites to create building layouts, elevations, control points, and benchmarks for engineering team and subcontractors. Jeff also has experience procuring and selling sustainably harvested materials that are Forest Stewardship Council Certified for residential projects. In Jeff's role with D3G, Jeff has produces Statement of Energy Performance (SEP) energy benchmark reports and conducts ENERGY STAR Certification inspections. Jeff performs modeling for Statement of Energy Design Intent (SEDI) reports, and is responsible for performing rough and final inspections for NGBS green certifications.

## SAMPLE PROJECTS

### NGBS Certification

- Commons on the Tualatin  
(Portland, OR)
- Wadsworth Station  
(Broomfield, CO)
- Pinnacle Hills Active Living  
(Rogers, AR)
- Villas at 28<sup>th</sup>  
(Vancouver, WA)

### Statement of Energy Design Intent (SEDI)

- The Flats at East Bay  
(Fairhope, AL)
- Maynard Road Apartments  
(Cary, NC)
- Redwood Southgate Phase II  
(Southgate, MI)
- The Mill at Stone Valley  
(Ball Ground, GA)

### Statement of Energy Performance (SEP)

- Echo at the Lights  
(West Fargo, ND)
- Fox Creek Apartments  
(Layton, UT)
- Claradon Village  
(West Haven, UT)
- Greystone Summit Apartment  
(Knoxville, TN)

### ENERGY STAR Certification

- Echo at the Lights  
(West Fargo, ND)

# **Tab S:**

Supportive House Certification and/or  
Resident Well Being MOU

This deal does not require  
information behind this tab.

# **Tab T:**

Funding Documentation

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HUDSON  
HOUSING CAPITAL

July 10, 2024

Tom Ayd  
Principal  
Green Street Housing  
212 E. Main Street, Suite 200  
Salisbury, MD 21804

Re: **Atlantic Boulevard Apartments, Sterling, VA**

Dear Tom:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the limited partnership interest in the Partnership that will own Atlantic Boulevard Apartments.

Hudson is a Delaware limited liability company formed to directly acquire limited partner interests in partnerships and member interests in limited liability companies which own apartment complexes qualifying for low-income housing tax credits (“Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”).

Set forth is our commitment as to the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.99% limited partner interest in the Partnership, which will own a 80-unit complex in Sterling, Virginia (the “Property”). You have advised us that a special purpose entity will be the general partner of the Partnership (the “General Partner”), and that Green Street Housing, LLC and Good Works LP (collectively, the “Developer”) will be the developers. Tom Ayd, David Layfield, Green Street Housing, LLC, and Good Works LP will severally guarantee the obligations of the Managing Member (the “Guarantors”). The Guarantor will be required to maintain a minimum liquidity of \$2,000,000 and net worth of \$10,000,000 (the “Net Worth and Liquidity Covenant”). An affiliate of the Investor will be admitted to the Partnership as a special limited partner (the “Special Limited Partner”, “SLP”) with limited supervisory rights.

You have advised us that the Property expects to receive a 4% Tax Credit allocation of \$1,100,559 per year and all of the units will qualify for Tax Credits.

**I. Equity Investment**

The Investor will contribute to the Partnership a total of \$9,573,906 (the "Total Equity"), or \$0.87 (the "Tax Credit Ratio") per Tax Credit available to the Investor, payable in the following installments:

<b><u>Contribution</u></b>	<b><u>Contribution %</u></b>	<b><u>Timing</u></b>
First	21%	Closing
Second	63%	Construction Completion
Third	14%	Permanent Financing
Fourth	2%	Issuance of 8609s

- a. First Capital Contribution.** The Investor will fund the First Capital Contribution at closing.
- b. Second Capital Contribution.** The Second Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of audited cost certification for the Property from independent accountants to the Partnership (the "Accountants"), setting forth the eligible basis and the total available Tax Credits; (iv) evidence that no less than 50% of the eligible building basis plus land has been financed with the proceeds of tax-exempt bonds; (v) receipt of a pay-off letter from the general contractor or sub-contractors, as applicable; (vi) satisfactory financial condition of the Guarantors (no event of bankruptcy); and (vii) receipt of prior year's income tax returns in the event such returns are then due.
- b. Third Capital Contribution.** The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan ("Permanent Loan Closing"); (ii) receipt of final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Partnership will claim for 2026/2027 and the amount allocable to each partner (the "Final Certification"); (iii) receipt of prior year's income tax returns in the event such returns are then due; (iv) qualification of 100% of the set-aside apartment units in the Property for Tax Credits; (v) receipt and approval of initial tenant files; (vi) satisfactory financial condition of the Guarantors (i.e. compliance with the Net Worth and Liquidity Covenant); and (vii) evidence of continued funding under any Rental Subsidy Program at no less than the underwritten rent levels; and (viii) achievement of Breakeven level for three consecutive months (the "Breakeven Date").

"Breakeven" shall mean that, for each such month, occupancy is at least 95.0% and that Property income (with rents not to exceed maximum allowed tax credit

rents net of the applicable utility allowances) exceeds the greater of underwritten expenses and actual expenses including replacement reserves, reassessed taxes, land lease payments and permanent loan debt service (calculated on a stabilized and accrual basis) and generates debt service coverage of not less than 1.15 assuming the greater of actual or a 5.0% vacancy rate. (Hudson's Asset Management Fee is not included in the Breakeven Calculation.)

- d. Fourth Capital Contribution.* The Fourth Capital Contribution will be paid upon satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (ii) receipt of Form 8609 with respect to all buildings constituting the Property; and (iii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred.

In the event such tax return and audited financial statement are not due at such time, \$15,000 of the Fourth Capital Contribution shall be held back and released upon receipt of such items.

Our offer is also contingent upon the following assumptions:

- a) VHDA Tax-Exempt Bond Loan in the amount of \$8,800,000 with an interest rate of 5.65%, a term of 35 years, and payments based on a 35 year amortization;
- b) VHDA Reach Loan in the amount of \$4,400,000 with an interest rate of 3.95%, a term of 35 years, and payments based on a 35 year amortization;
- c) VHDA Reach+ Loan in the amount of \$2,000,000 with an interest rate of 3.95%, a term of 35 years, and payments based on a 35 year amortization;
- d) Loudoun HTF Loan in the amount of \$6,336,829 at a maximum 2% interest rate for a term of 35 years with payments made solely from available cashflow;
- e) Our pricing assumes the Partnership will depreciate real property over 30 years and will take bonus depreciation in the year the Property is placed in service on sitework (15-year property) of no less than \$500,000 and personal property (five-year property) of no less than \$800,000; and
- f) Our proposal assumes that all of the debt will be structured as nonrecourse debt from a third party for tax purposes.

## **II. Developer Fee**

The Developer shall receive a Developer Fee of \$2,809,578 of which the cash fee (fee to be paid from development sources) to be paid as follows: (i) 25% of cash developer fee, as determined at such time, shall be paid at the time of the First Capital Contribution; (ii) 50% of cash developer fee less amounts paid to date, as determined at such time, shall be paid at the time of Substantial Completion from proceeds of the Second Capital Contribution; (iii) and the balance from the proceeds of the Third and Fourth Capital Contributions to the extent of available funds. You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the applicable tax credit issuing agency. Deferred developer fees shall be paid from available cash flow as detailed in Section V and shall bear interest at the AFR.

Principal payments on the deferred developer fees shall commence with the funding of the Third Capital Contribution. The General Partner agrees to make a special capital contribution to the Partnership equal to any unpaid balance of the deferred portion of the Developer Fee if such portion has not been fully paid within 14 years from the date of the payment of the Third Capital Contribution.

### ***III. Property Management Fee***

The General Partner may retain one of its affiliates or an unaffiliated entity to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 5% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the General Partner, the management agreement shall provide for a deferral of up to 100% of the management fee in the event that the property does not generate positive Cash Flow.

### ***IV. Cash Flow Distributions***

Cash flow from the Property, after payment of operating expenses (including the Administrative Expense Reimbursement, current and any deferred property management fees from prior years, debt service), replenishment of required reserves (including any reserve payments which were not made due to insufficient cash flow) and payment of any tax liability incurred by the Limited Partner (not caused by a change in the Code) ("Cash Flow"), shall be distributed annually (subsequent to the Breakeven Date) as follows:

- a. to maintain the Minimum Balance in the Operating Reserve;
- b. to payment of any amounts owed to the Limited Partner;
- c. to the payment of any Operating Deficit Loans, if any;
- d. 90% of Cash Flow after IVc. to
  - to Developer Fees until paid in full;
  - the balance (if any) to the General Partner as a preferred return with an equivalent allocation of income; and
- e. the remainder to be split in accordance with Partnership interests.

**V. *Sale or Refinancing Proceeds***

Net sale or refinancing proceeds (i.e., after payment of outstanding debts, liabilities, other than to the General Partner and its affiliates, and expenses of the Partnership and establishment of necessary reserves) shall be distributed as follows:

- a. Repayment of outstanding loans by the limited partners, if any;
- b. Payment of amounts due to the limited partners under the Tax Credit Adjuster;
- c. Repayment of outstanding loans by the General Partner and Operating Deficit loans; and
- d. 10% to the Investor and 90% to the General Partner

**VI. *General Partner Commitments***

- a. ***Low Income Housing Tax Credit Adjustment.*** Our offer is based upon the assumption that the Partnership will qualify for and claim \$384,049 in 2026, the full amount of the Partnership's Tax Credit allocation, \$1,100,559 for each year from 2027 through 2035, and \$716,510 in 2036.

***(i) Adjustments during equity payment (construction and lease-up) period***

In the event that either the Form 8609's or the Final Certification indicate that the Property will not generate the projected aggregate amount of Tax Credits (other than as specified below), the Partnership Agreement will provide for a return of such capital, an adjustment in the amount of any unpaid Capital Contributions and/or a payment by the General Partner to the Investor, sufficient to restore the Tax Credit Ratio as defined above.

Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credit allocable to the Partnership is unchanged, the amount of Tax Credits allocable to the Partnership in 2026/2027 is less than the amounts to be specified prior to closing for the corresponding years, the Second/Third/Fourth Contributions will be reduced by \$0.55 for each dollar by which such amounts exceed the amount of Tax Credits allocable to the Partnership for such period.

In the event that the amount of Tax Credits allocable to the Partnership in 2026 is more than the amounts specified in the first paragraph of Section VI. a. herein for the corresponding year, the Total Equity shall be increased by an amount equal to the lesser of the amount required to maintain the IRR and \$0.35 for each dollar by which such amounts are less than the amount of actual Tax Credits allocated to the Partnership for such period but in no event shall the increased equity price be in excess of an increase of \$100,000.

**(ii) Adjustments during compliance period**

After the Form 8609's have been issued, in the event that the actual amount of Tax Credits which may be claimed by the Partnership is less than the amount specified in such Forms, the General Partner shall reimburse the Investor on a dollar-for-dollar basis for each lost dollar of Tax Credits plus any resulting penalties or taxes due. Similarly, if there is a recapture of Tax Credits (except from the sale or transfer of the Investor's interest in the Partnership, or due to a change of applicable tax law), the General Partner shall upon demand indemnify the Investor and its partners against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the Compliance Period.

- b. ***Development Deficit Guarantee.*** The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and operations until the Breakeven Date exceed the amount of any funding by approved permanent third-party lenders, any unpaid Developer Fees and the amount of the Investor's capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the Breakeven Date has been achieved. The contractor will be required to provide a payment and performance bond or 15% letter of credit. In addition, an "owner's" construction contingency in an amount equal to 5% of the construction costs will be required.
- c. ***Operating Deficit Guarantee.*** The General Partner shall make interest-free loans to the Partnership (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the administration fee described in VII.a. below) incurred during the period beginning on the Breakeven Date and ending on the later of the fifth anniversary of Breakeven operations, assuming Breakeven operations has been achieved in the previous twelve months, and replenishment of the Operating Reserve to the Initial Operating Reserve amount. The Operating Deficit Guarantee shall be capped in an amount not to exceed six months of underwritten expenses and required debt service.

An Operating Reserve in the amount equal to six months of underwritten expenses and required debt service (the "Initial Operating Reserve") shall be funded at the time of the Third Capital Contribution. The General Partner shall be obligated to fund this reserve. Any draws from the Operating Reserve shall be replenished from cash flow (the "Minimum Balance").

- d. ***Obligations of General Partner.*** Immediately following the occurrence of any of the following events, (x) the General Partner shall admit the Special Limited Partner or its designee as the managing general partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or, (y) at the option of the Investor with respect to any of the events described in clauses (i) through (vii) below, repurchase the Investor's interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by December 31, 2026; (iii) if applicable, the permanent loan commitment is canceled or substantially modified, and a suitable replacement loan to be approved by the Investor is not obtained or if the Property qualifies for a permanent loan not sufficient to balance the sources and uses of funds; (iv) if applicable, permanent loan closing has not occurred not later than June 30, 2027; (v) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (vi) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation or foreclosure proceedings have been commenced against the Property and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Partnership Agreement by the General Partner or if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property.

If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to the sum of (i) 104% of the Total Equity, (ii) interest at Prime + 1% on capital contributions made to date, and (iii) any tax liability incurred by the investor as a result of such repurchase, less amounts not contributed by the Investor at such time.

- e. ***Replacement Reserve.*** Commencing with the month following Completion, the Partnership will make a minimum monthly replacement reserve deposit (the "Minimum Deposit") equal to (on an annualized basis) the greater of (i) if applicable, the amount required by the permanent lender and (ii) \$300/unit. The amount of the Minimum Deposit shall be increased by 3% annually. If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof.
- f. ***Reporting.*** The Partnership will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 90 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Partnership, not later than November 1 of the preceding year; and (d) the Partnership's tax returns and K-1 forms within 90 days after the end of each fiscal

year. The penalty for any failure to deliver Partnership tax returns or K-1 forms prior to the specified deadline shall be (i) \$50 per day for the first seven days after such deadline, (ii) \$100 per day for the next seven days and (iii) \$150 per day thereafter, provided that the amount of such penalty shall not exceed \$5,000 in any year.

***VII. Fees to Affiliates of Hudson***

***Administrative Expense Reimbursement.*** An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of \$3,000. Such fee shall commence in the year of funding of the Third Capital Contribution

***VIII. Representations, Warranties and Covenants***

The General Partner shall make certain representations and warranties as to the Partnership, the General Partner and the Property to be set forth in the Partnership Agreement.

***IX. Accountants***

The Accountants for the Partnership shall be Novogradac & Co, CohnReznick Group or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in I.c., above.

***X. Limited Partner Rights***

The Partnership Agreement will provide certain approval rights as to major actions proposed to be taken by the General Partner. The Investor shall have the right to remove the General Partner and the Manager for cause.

***XI. Insurance***

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a "date down" of such policy shall be provided or such update to the title as available. The General Partner shall provide for (i) liability (general and excess) insurance in an amount of at least \$6,000,000 (increased biennially by the CPI Percentage), (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a 100-year flood zone) in an amount of not less than the full replacement value of the Property, (iii) rental loss insurance for a period of 12 months after the date of loss and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and shall otherwise be subject to Investor approval.

**XII. Indemnity Agreement**

The General Partner shall indemnify the Investor, Hudson and its affiliates, and their respective officers, directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the General Partner or its agents set forth in any document delivered by the General Partner or its agents in connection with the acquisition of the Property, the investment by the Investor in the Partnership and the execution of the Partnership Agreement. The General Partner will be required to provide an environmental indemnification for the duration of the tax credit compliance period.

**XIII. General Conditions**

Payment of the Second and Third Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) receipt of estoppel letter(s) from all lenders, (ii) review of title (including a "date-down" endorsement), survey, environmental and other legal and regulatory matters, (iii) receipt of a "date-down" legal opinion from counsel to the Partnership and (iv) certification by the General Partner as to the continued accuracy of representations and warranties made in the Partnership Agreement.

**XIV. Conditions to Closing**

Hudson will perform and will request the full cooperation of you and your professionals in, customary due diligence in connection with the acquisition of the Property and the Investor interest in the Partnership.

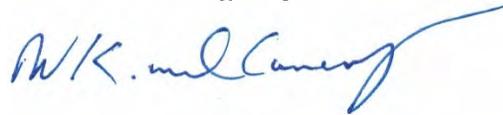
To facilitate the due diligence process, you agree to deliver to Hudson in a timely manner: (i) an appraisal; (ii) a Phase I environmental study of the Property site, prepared in accordance with ASTM standards, and any subsequent additional testing deemed necessary by Investor in its sole discretion; (iii) evidence that none of the buildings are located in the 100 year flood plain; (iv) evidence of the allocation/reservation of Tax Credits; (v) evidence of payment by the General Partner of any taxes imposed on the transfer of the limited member interest in the Partnership; (vi) representation from a certified public accountant with regard to the tax credit basis being sufficient to support the allocated tax credits and the validity of depreciating real property over 30 years; (vii) evidence of the financial status of the guarantor(s) by way of current financial statements prepared in accordance with A.I.C.P.A. standard; (viii) evidence that the proforma rents are at least at a 10% discount to market rents; and (ix) such other materials as are reasonably required by Investor as part of its customary financial and legal due diligence review. Such items shall be prepared and furnished at your own expense. Your execution of this letter will also be deemed consent to perform background checks on the principal(s) of the General Partner and Developer, as well as any individual guarantors. At closing, Hudson shall be reimbursed up to \$65,000 for its legal and due diligence related expenses. The General Partner understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections.

Mr. Tom Ayd  
Atlantic Boulevard Apartments  
July 10, 2024, Page 10

Additionally, approval of this transaction is subject to Investor's satisfactory completion of due diligence and approval by its investment committee in its sole discretion. By executing this commitment and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this Letter of Intent is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this letter executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials.

**The terms of this commitment are confidential, and you have agreed not to share this proposal or its terms with any other party (other than your legal counsel, lenders and project funders).** If the above proposal is acceptable, please indicate your acceptance by executing two copies of this Letter of Commitment and returning one to Hudson at the above address. We look forward to working with you.

**Hudson Housing Capital LLC**



By: \_\_\_\_\_  
W. Kimmel Cameron, Jr.  
Vice President

ACCEPTED AND AGREED TO  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Name:  
Title:

**RESOLUTION OF THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY  
VIRGINIA APPROVING A LOAN FOR ATLANTIC BOULEVARD**

WHEREAS, on August 12, 1997, the Board of Supervisors (the “Board”) established the County of Loudoun Housing Trust (the “Trust”), granting authority to the Board, as Trustee, to spend monies in the Trust to further the provision of Affordable Dwelling Units (“ADUs”) as set forth in Chapter 1450 of the Codified Ordinances of Loudoun County (“Chapter 1450”) and further authorizing the Board to amend the Trust as it deems necessary, provided such amendment is consistent with the purpose of the Trust to further the provision of affordable housing in Loudoun County; and

WHEREAS, on October 12, 2016, the Board amended Article 7 of the Loudoun County Zoning Ordinance (current Chapter 9) to allow a developer to satisfy ADU requirements by providing Affordable Housing Units in lieu of ADUs; pursuant to Article 8 (current Chapter 12) of the Zoning Ordinance, an “Affordable Housing Unit” (“AHU”) is defined as a unit for rent or for sale developed pursuant to certain specified Virginia Housing (“VH”) or United States Department of Housing and Urban Development (“HUD”) programs; and

WHEREAS, on July 20, 2017, the Board amended the Trust to authorize the Board, as Trustee, to grant loans from the Trust to help finance AHUs in a particular development in excess of the minimum number of units necessary to satisfy ADU Program requirements pursuant to Article 7 (current Chapter 9) of the Zoning Ordinance; and

WHEREAS, Atlantic BLVD Apartments, LLC a Virginia limited liability company represented by Green Street Housing, LLC and Good Works LP, both for-profit housing developers, have requested the Board to approve a loan for an amount not to exceed \$6,336,829 (the “Loan”). The Loan will be subordinated financing and will be included as part of a VH application for Low Income Housing Tax Credits (“LIHTC”) under the 4% non-competitive VH LIHTC and tax-exempt bonds. The Loan will be used in order to construct and develop a multi-family rental development located at the intersection of Atlantic Boulevard and Magnolia Drive, in the Sterling Election District, developed and operated as one affordable community (the “Project”); and

WHEREAS, the Board has determined that the proposed Loan would further the stated goal of the Trust to advance the provision of affordable housing in Loudoun County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA:

I. The Board approves a loan amount not to exceed \$6,336,829 from the Trust, provided that any changes outlined herein will be subject to the underwriting and approval of the County in its reasonable discretion. The Loan will be subject to the following conditions, as applicable:

- a) Atlantic BLVD Apartments, LLC is awarded the 4% non-competitive VH LIHTC, tax-exempt bonds, VH REACH, and VH REACH Plus, or other VH funding programs; and
- b) Atlantic BLVD Apartments, LLC obtains funding for the Project in the approximate amount of \$25,347,320, which is the total source amount needed for the Project from other

sources different from the County as indicated in the Atlantic Blvd Apartments, LLC Schedule of Sources and Uses of Funds provided to the County, and is the amount of funding the Board took into consideration when calculating the amount of the Loan and the gap financing of the Project to be covered by the Loan; and

c) Atlantic BLVD Apartments, LLC shall continue searching in the market for any new financing opportunities or additional sources to reduce the Loan and inform the County on a semi-annual basis of the organizations/entities/programs contacted and responses received. Any additional source of funding obtained by Atlantic BLVD Apartments, LLC, including but not limited to the Virginia DHCD Affordable Special Needs Housing (ASNH) Program, Federal Home Loan Bank of Atlanta, additional County funds, and/or other sources, shall be accounted by Atlantic BLVD Apartments, LLC to reduce the Loan only if the awarding of the additional sources of funding results in excess funds to the Project above what is required to complete the development, as follows: (i) if the Loan has been already disbursed, additional sources will be applied to pay the outstanding principal amount of the Loan or accrued but unpaid interest; and (ii) if the Loan has not been disbursed, as additional financing to reduce the amount of the Loan needed to maintain financial feasibility up to an amount where the Project maintains same debt service coverage ratio and keeps in compliance with VH regulations; and

d) At the beginning and at the end of construction of the Project, GSH Partners, LLC, Good Works LP, and Atlantic Blvd Apartments, LLC shall submit to the County evidence of the bid and of the actual cost of development and construction of the Project and of any cost savings. Any net savings to the Project calculated after the final cost certification and taking into account any adjustments to the investor capital contributions shall be accounted by Atlantic BLVD Apartments, LLC, as applicable, as follows: 75 percent to pay outstanding principal and accrued or unpaid interest of the Loan, and 25 percent paid to Atlantic BLVD Apartments, LLC to fund reserves, paydown other principal debt, reduce the Project Developer's Deferred Developer Fee, or any other reductions or costs deemed prudent by Atlantic BLVD Apartments, LLC and the County; and

e) Atlantic BLVD Apartments, LLC can only use the Loan to pay for eligible development costs outlined by the County Loan Agreement within the Project ("Approved Use of the Loan"), and shall not use the Loan to pay for operating expenses, social services, project reserves, hard or soft cost contingencies, developer fees, pre-development costs, builder's profit or overhead, architect administration, syndication related costs, construction management fees, development/financing consultant fees or fees for other non-development related services, or financing fees; and

f) Within 15 days of receipt of final third-party debt and equity commitments, Atlantic BLVD Apartments, LLC shall submit to the County the budget, pro-forma and schedule of sources and uses for the Project; and

g) The amount of the Loan will be disbursed by an escrow account agent pursuant to an escrow account agent agreement approved by VH, if required, the County, and Atlantic BLVD Apartments, LLC, as applicable, only for the Approved Use of the Loan, and in accordance with final schedule of sources and uses approved by VH, the County and Atlantic BLVD Apartments, LLC; and

h) Atlantic BLVD Apartments, LLC shall grant and record in the Loudoun County land records 35-year affordability restrictive covenants; and

i) Atlantic BLVD Apartments, LLC shall grant an assignable right of first refusal to the Board to purchase the Project subject to Atlantic BLVD Apartments, LLC's priority right of first refusal, in accordance with the right of first refusal agreement with the County, in the event that the Project, or a portion of it, is transferred, sold or refinanced; and

j) Atlantic BLVD Apartments, LLC shall provide common area Wi-Fi and in-unit infrastructure for Wi-Fi to the residents of the Project, at no additional cost to the tenants; and Atlantic BLVD Apartments, LLC shall provide on-site resident services to residents of the Project, at no additional cost to the tenants, provided the availability of funds from either Project operations or Tenant Services Reserve(s); and

k) Atlantic BLVD Apartments, LLC shall include this Resolution when requesting proposals from lenders and/or investors, including equity investors. No terms negotiated between Atlantic BLVD Apartments, LLC and other parties shall violate this Resolution; and

l) The following terms apply to the Loan:

A) Interest Rate: Fixed rate of interest of 2.0 percent per year; and

B) Repayment of the Loan: The Loan should be fully repaid in Year 35 by using certified cash flow of the Project as follows: 50 percent of certified cash flow split until full repayment of the deferred developer fee, at which time 75 percent of certified cash flow shall be used to repay the Loan. If in the last year of the loan term there is still outstanding loan principal and interest, Atlantic BLVD Apartments, LLC shall be required to pay a balloon payment equivalent to the remaining loan principal and interest; and

C) Annual cash flow (aka residual receipts) to be certified by approved accountant and calculated as cash flow from operations available after payment of primary debt. Interest to be paid first with each annual payment then any remaining cash will be applied to reduce principal. Any annual interest due, but not fully paid, will carry over to the following year, but will not compound; and

D) Cash flow (aka residual receipts) means for each fiscal year, the total gross revenues for such fiscal year plus any amounts released from Project's reserve or escrow account as no longer being necessary to be held as part of such reserve or escrow account, minus the sum of the fiscal year (a) total senior lender debt service payments, (b) total approved operating expenses, (c) payments by Atlantic BLVD Apartments, LLC, as applicable, into the required VH capital replacement reserve, and (d) VH monitoring fee payment, if any. Within the compliance period as set forth by VH, the Borrower may use an amount to be released from the Project's reserve or escrow account to pay the deferred developer fee; and

E) Loan secured by a promissory note granted to Atlantic BLVD Apartments, LLC, and secured by deeds of trust on the land acquired for the Project plus improvements owned by Atlantic Blvd Apartments, LLC, as applicable; the note and respective deed of trust to be subordinated to the primary lender or the permanent loan; at all times with a secured priority for the Loan no lower than second position with respect to any lender; and

F) The Loan shall be used to finance only the Project, as described in the Loan application, whose main terms are as follows: (i) one new construction, four-story building with 80 units, with a secured entrance, community room with kitchenette, automated package delivery center, one central elevator, fitness room and a leasing

office; (ii) 100 percent of units and common areas of the building to comply with Universal Design standards; (iii) building to meet at least one Green Certification, as required by financing sources, including but not limited to: Energy Star, National Green Building, or Zero-Energy Ready Homes Standards; (iv) mix of about 39 percent (31 units) one-bedrooms, about 51 percent (41 units) two-bedrooms; and about 10 percent (8 units) three-bedrooms; (v) 80 units to serve households with incomes no greater than 60 percent of the AMI; (vi), subject to the award of eight Project-based Vouchers from Loudoun County DHCD, Atlantic BLVD Apartments, LLC, will set aside eight (8) units to serve households earning no greater than 30 percent of the AMI; (vii) eight (8) units will be UFAS or ANSI Fully-Accessible Units serving persons with disabilities; and

G) The Loan and the Loan Documents are subject to and should be consistent with the terms and conditions of the VH LIHTC, VH Reach, VH Reach Plus, and VH bond program, and the conditions of the Trust, as amended; subject to VH requirements, the Loan and its repayment shall be consistent with the terms outlined in this Resolution and the June 18, 2024, Board Regular Business Action Item. The Loan documents must be approved by both VH and the Loudoun County Attorney; and

H) The characteristics of the Project offered in the application submitted to VH shall not be inferior from the characteristics identified in sub-paragraph F) above; and

I) A copy of the funding application submitted to VH for the Project shall be provided to the County within 15 days of such submission; and

2. The Loudoun County Department of Housing and Community Development will assign, pursuant to the selection process set forth in the Loudoun County Administrative Plan for Project-based Vouchers approved by the Board on October 13, 2014, revised on October 20, 2020, and last revised on December 16, 2023, 8 Project-based Vouchers to provide rent subsidies at the Project, pending a complete application from Atlantic BLVD Apartments, LLC.

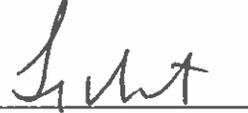
3. The Project is located in a defined Revitalization Area in the County of Loudoun pursuant to resolution adopted by this Board on December 5, 2017 in accordance with section 36-55.30:2.A of the Code of Virginia of 1950, as amended, as a Revitalization Area where (i) the industrial, commercial or other economic development of such area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within the Revitalization Area and thereby create a desirable economic mix of residents in such area. The Revitalization Area is shown on Exhibit A of such Resolution.

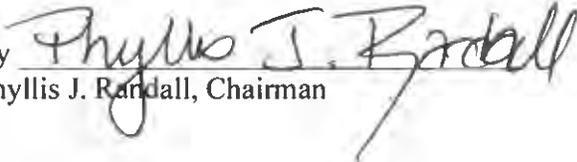
4. The Board agrees to set aside from the Trust an amount not to exceed \$6,336,829 to be lent to Atlantic Blvd Apartments, LLC, subject to compliance with all and each of the terms and

conditions of this Resolution. The County Loan should close not later than July 1, 2027, after which date the amount approved in this Resolution will no longer be available unless approved by the Board. The County Administrator or his designee is authorized to execute the final Loan documents, consistent with this Resolution, in final form approved by the County Attorney or his designee.

Board of Supervisors of Loudoun County, Virginia

Attest:

  
\_\_\_\_\_  
Tim Hemstreet  
Clerk to the Board

By   
Phyllis J. Randall, Chairman

This Resolution was approved by the Board of Supervisors this 18th<sup>th</sup> day of June, 2024.

# ATLANTIC BOULEVARD APARTMENTS

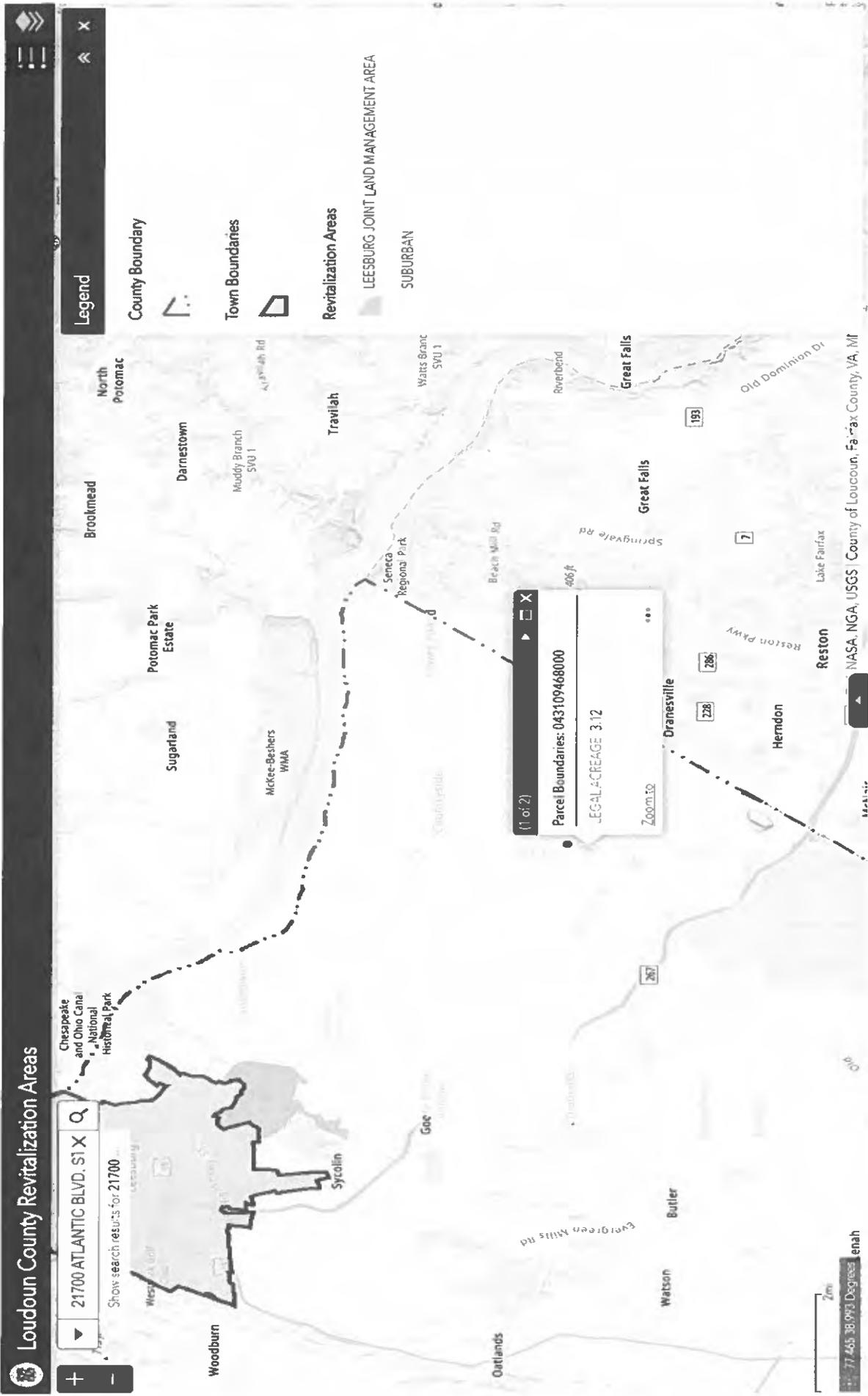


Exhibit A



**Date:** June 16, 2024

**Name:** Kim Hart

**Address:** G Kimball Hart for Good Works Development LP  
PO Box 1258  
Middleburg VA 20118

**Subject:** Approval of Fee Waiver for Atlantic Blvd

Dear Mr. Hart,

The Department of Building and Development (the "Department") has received your Affordable Housing Land Development and Development Permit Fee Waiver Request ("Fee Waiver Request" or "Request") to waive Land Development and Development Permit Fees for a proposed Affordable Housing Development called Atlantic Blvd (the "Proposed Project") to be located at Parcel Pin #043109468000 (the "Property"), in an amount up to \$100,000, in accordance with the Affordable Housing Land Development Application and Development Permit Fee Waiver Program ("Affordable Housing Fee Waiver Program" or the "Program"), codified as Chapter 1480 of the Loudoun County Codified Ordinances (the "Ordinance") pursuant to Virginia Code §15.2-958.4. Based on the information provided in your Fee Waiver Request From, dated 5/31/2024, your request for up to \$100,000 has been approved for the Fiscal Year 2024, subject to the following terms and conditions:

- **Loudoun County Board of Supervisors ("Board of Supervisors") Approval:** The Board of Supervisors adopted the Affordable Housing Fee Waiver Program on September 14, 2022, effective July 1, 2023. The funding limitations and guidelines for the Program are established annually by the Board of Supervisors.
- **Fiscal Year 2024 Budget Cap:** For Fiscal Year 2024, the Board of Supervisors set a cap of \$400,000 for the total amount of fees that may be waived.
- **Fee Waiver Cap Per Project:** For Fiscal Year 2024, the Board of Supervisors also established a cap of \$100,000 per Affordable Housing Development project. While we understand that the Proposed Project may have fees greater than \$100,000, up to \$100,000 is the maximum amount of fees that may be waived by the Department for the Proposed Program.
- **Deed of Restrictive Covenants:** The Proposed Project must be designed, constructed, and administered to serve exclusively Low-Income and

Moderate-Income households, as defined in Section 1480.02 of the Ordinance, for a period of no less than thirty (30) years. In accordance with Section 1480.04 of the Ordinance, you must record a deed of restrictive covenants on the Proposed Project, including the land where the Proposed Project will be located, in a form approved by this County, which will ensure that the Proposed Project is built, completed, and administered as an Affordable Housing Development under terms and conditions agreed with the County and the Board of Supervisors (the "Deed of Restrictive Covenants"). The Department will not perform the review of any Affordable Housing Land Development Application or Affordable Housing Development Permit on the Proposed Project until the Deed of Restrictive Covenants is recorded in the Loudoun County land records.

- **Contingency Clause. Approval of Financing for the Proposed Project:** If according to the Proffers applicable to the Property where the Proposed Project will be located (LEGI-2023-0101), the Proposed Project is conditioned upon approval and allocation of the necessary Low-Income Housing Tax Credits ("Tax Credits") to develop the Proposed Project with Affordable Housing Units ("AHUs") as the term is defined in the Loudoun County Zoning Ordinance, the approval of this Fee Waiver Request shall be null and void if such Tax Credits are not secured by you in the fiscal year 2024. In such a case, you shall be responsible for any and all County fees associated with the development of the Property. If the Tax Credits to develop the Proposed Project with AHUs were approved and allocated, you must present to the County written communication or official documentation of such approval and allocation before fees can be waived.

Loudoun County appreciates your dedication to providing affordable housing for our community and believes that the Proposed Project will make a significant positive impact.

Sincerely,

*Elisabeth Smith*

Elisabeth Smith

Director

Loudoun County Department of Building and Development

**Attachments:**

Fee Waiver Request Form

Premeeting Notes

Loudoun County Codified Ordinances, Chapter 1480



**Building and Development**

1 Harrison St. SE, PO Box 7000 Leesburg, VA 20177-7000

703-777-0220 | [bad@loudoun.gov](mailto:bad@loudoun.gov)

[Loudoun.gov/bd](http://Loudoun.gov/bd)

## Fee Waiver Request

Submit this application to the Building and Development Affordable Housing Ombudsman at [Cam.Jones@loudoun.gov](mailto:Cam.Jones@loudoun.gov). This application is intended to initiate the fee waiver process in accordance with chapter 1480 of the Codified Ordinances of Loudoun County. The individual completing this form (the "applicant") is hereby formally requesting the County waive Qualified Fees associated with an eligible development or project (the "Project"). Cross reference Virginia Code §15.2-958.4

### Applicant Information<sup>1</sup>

Name: G Kimball Hart for Good Works Development LP

Address: PO Box 1258, Middleburg VA 20118

Email Address: [kim@goodworksva.com](mailto:kim@goodworksva.com)

Phone Number: 703-850-3980

Federal Tax ID#: 84-2067323

*[Provide proof of Good Standing from the Virginia State Corporation Commission.]*

### Applicant's Representative Information

Name: G Kimball Hart

Title: President

Phone: 703-850-3980

Email Address: [kim@goodworksva.com](mailto:kim@goodworksva.com)

Is the Applicant in good standing with all Loudoun County ordinances and regulations? **Yes**

<sup>1</sup> Applicant must be the developer of the Project and either the owner or the sale contract purchaser of the real property where the Project will be located.



Project Information

Project Name (proposed): Atlantic Blvd

Project Address: None - Vacant land

Parcel Identification Number: 043109468000

Property Owner/Owners: ATLANTICBLVDDOMINIONSTATION LLC

Is the Property located entirely in Loudoun County? Yes

Is the project partially or wholly funded by the federal Low-Income Housing Tax Credit? Yes

Required Land Development Application/Applications:

Site Plan / Land Application  
Plats & Bonds

Required Development Permit Application/Applications:

Building Permit Application

Provide a brief description of the project and the budget for Qualified Fees:

80 unit new construction attainable housing community located at the intersection of Atlantic Blvd and Magnolia Rd.

Total Development Costs of \$31,684,149

Please refer to the Cost Estimate worksheet attached detailing all of the Building and Development costs anticipated for the project:

Land Development: \$25,140

Grading: \$7,340

VSMP: \$7,745

Building Permits: \$43,676

Trade Permits: \$37,765

Zoning Permits: \$17,430

TOTAL: \$139,096

<sup>1</sup> Applicant must be the developer of the Project and either the owner or the sale contract purchaser of the real property where the Project will be located.



**Building and Development**

1 Harrison St. SE, PO Box 7000 Leesburg, VA 20177-7000

703-777-0220 | bad@loudoun.gov

Loudoun.gov/bd

Additional Acknowledgments for the Applicant:

- A deed of restrictive covenants must be recorded on such land in a form approved by the County, which will ensure that the Affordable Housing Development is completed and maintained as proposed in the Fee Waiver Request approved by the Department.
- Ownership of the land where the Affordable Housing Development will be located must be acquired by the time of submission of the Affordable Housing Land Development Application or the Affordable Housing Development Permit.
- For rental housing projects, the monthly rent must be calculated in accordance with HUD regulations for Low Income and Moderate Income.
- A party representing the Affordable Housing Development is encouraged to request and attend the Department's optional Pre-Submission Meeting (PSUB Meeting) referenced in Chapter 8 of the County Facilities Standards Manual (FSM), when the Affordable Housing Development is proposed as a component in part with a larger subdivision, or when the Affordable Housing is proposed in whole as a standalone development.
- This application represents a request only and approval is reserved for the Director of Building and Development.

I hereby acknowledge and agree that all information submitted on the application is accurate and truthful to the best of my knowledge.

**G Kimball Hart** Digitally signed by G Kimball Hart  
Date: 2024.05.31 12:24:40 -04'00'

Signature

[Empty box for Print Name]

Print Name

**5/31/2024**

Date

*[Affidavit Included]*

<sup>1</sup> Applicant must be the developer of the Project and either the owner or the sale contract purchaser of the real property where the Project will be located.

**SUBJECT:** PMTG-2024-0093 Atlantic Boulevard Residential Site Plan

**APPLICATIONS:** N/A at this time

**DATE:** 5/28/2024

**TIME:** 9:00 AM - 11:00 AM

**LOCATION:** Teams Meeting

**PRESENTER:** Barr, Jeff – Engineer

**ATTENDEES (county):** Cam Jones – Affordable Housing Ombudsman; Ryan Sauder – VSMP; Grace Vannell – Engineer; Randy Steel – Engineer; Kyle Dingus - Planner

**ATTENDEES (private):** Kim Hart; Steve Goodrich; Armondo Alas; Gus

**I. DISCUSSION TOPICS**

- a. Fee waiver application
- b. Timeline and needs
- c. Submission expectations

**II. PROJECT DESCRIPTION**

- a. 80 Multi-Family Attached residential units; 100% Affordable
- b. LIHTC 4% funding

**III. COUNTY COMMENT**

- a. The project has presented responsible support of funding from HUD through the LIHTC program. This program exclusively serves households earning between 0-60% AMI, for rent.
  - i. This satisfies the requirement to serve exclusively Low Income\* and Moderate Income\* households will be eligible for the Program? (\* as defined in the Section 1480.02)
- b. What are your funding sources and their related timelines?
  - i. 4% LIHTC PIS Deadline – 7/18/2024
  - ii. Fee waiver PIS Deadline – [app approval date] +3 years
  - iii. Other funding sources or deadlines?
    1. Multi-family loan program through DHCD?
- c. Number of units confirmation
  - i. 80 Units

**IV. CLIENT COMMENTS**

- a.

**V. ACTION ITEMS**

- a. Share documents with meeting group.
- b. Complete the Fee Waiver Request Form
- c. Complete, notarize, and record affidavit.

**VI. ADJOURNMENT**

Time: 10:54AM



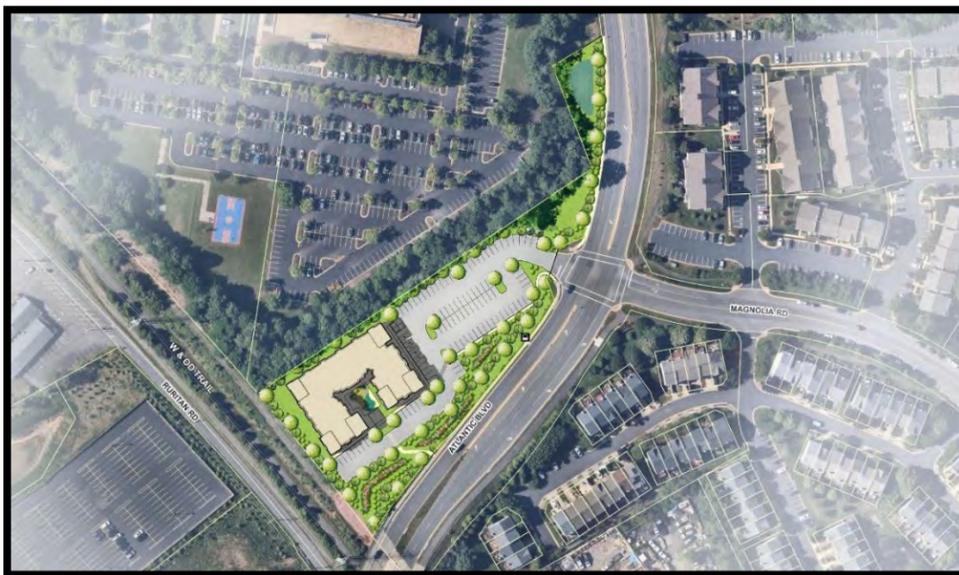
MAY 6, 2024

**TO** Loudoun County Building and Development  
1 Harrison St, 2<sup>nd</sup> Floor  
Prince William, VA 22192

**RE** Atlantic Blvd STPL  
Plan #STPL-2024-XXXX  
J2 Project Number # GW2401

**PROJECT NAME: ATLANTIC BOULEVARD RESIDENTIAL STPL**

**Overview:** The Atlantic Boulevard Attainable Residential Project is a response to the critical need for affordable housing in Loudoun County's Suburban Policy Area. Owned by AtlanticBlvdDominion Station LLC, and developed in partnership with Good Works, an esteemed affordable housing developer, this project aims to address the housing shortage by providing 100% attainable residential units. Situated within walking distance of employment centers, retail outlets, and recreational amenities, the project aims to create a vibrant residential neighborhood while leveraging existing infrastructure and transportation networks.



**Location and Context:** Located adjacent to the Northrop Grumman office business park and the Guilford South development, the project site benefits from its proximity to Atlantic Boulevard and the Dominion Station community. Bordered by the W&OD Trail and Ruritan Road, the vacant property offers an opportunity for infill development in an area designated for established, stable growth according to the Loudoun County 2019 General Plan.

**Proposal and Design:** The proposal involves rezoning approximately ±3.13 acres to the R-24 Multifamily Residential zoning district to accommodate 80 Multi-Family Attached residential units. These units will be designated as affordable housing units (AHUs), serving residents with household incomes up to 60% of the Area Median Income (AMI). Designed in accordance with the Infill and Redevelopment Policy of the General Plan, the project aims to optimize infrastructure investments and integrate seamlessly with the surrounding community.

**Key Design Elements:**

- ADA Accessible Paths and Sidewalks
- Link Sidewalks between subject property and Warp Drive
- Removal and replacement of existing VDOT Dry Detention Basin with Underground Storage Facility proffered to meet 85% Phosphorus In situ Removal for Water and Increased I.F. to 0.75 for Water Quantity .
- Sanitary Sewer Extension across Atlantic Boulevard to existing planned sanitary connection within LCSA Easement.

**Amenities and Sustainability:** The project emphasizes the provision of amenities essential for a thriving residential community, including active and passive recreation areas, fitness facilities, and community spaces. With a commitment to sustainability, the development will incorporate green building practices, noise attenuation features, and high-quality finishes to ensure energy efficiency and comfort for residents.

**Impact and Benefits:** The proposed density and intensity of the project align with the County's comprehensive planning goals for affordable housing while supporting the economic vitality of neighboring commercial and retail centers. By exceeding the County's requirements for affordable housing provision and offering a diverse mix of unit sizes, the project aims to meet the housing needs of various demographics, including Millennials, Generation Z, and older adults seeking downsizing opportunities.

**Conclusion:** The Atlantic Boulevard Attainable Residential Project represents a significant step towards addressing Loudoun County's affordable housing challenges. Through strategic development, sustainable design, and a commitment to community integration, the project seeks to create a model residential neighborhood that promotes inclusivity, economic opportunity, and quality of life for its residents.

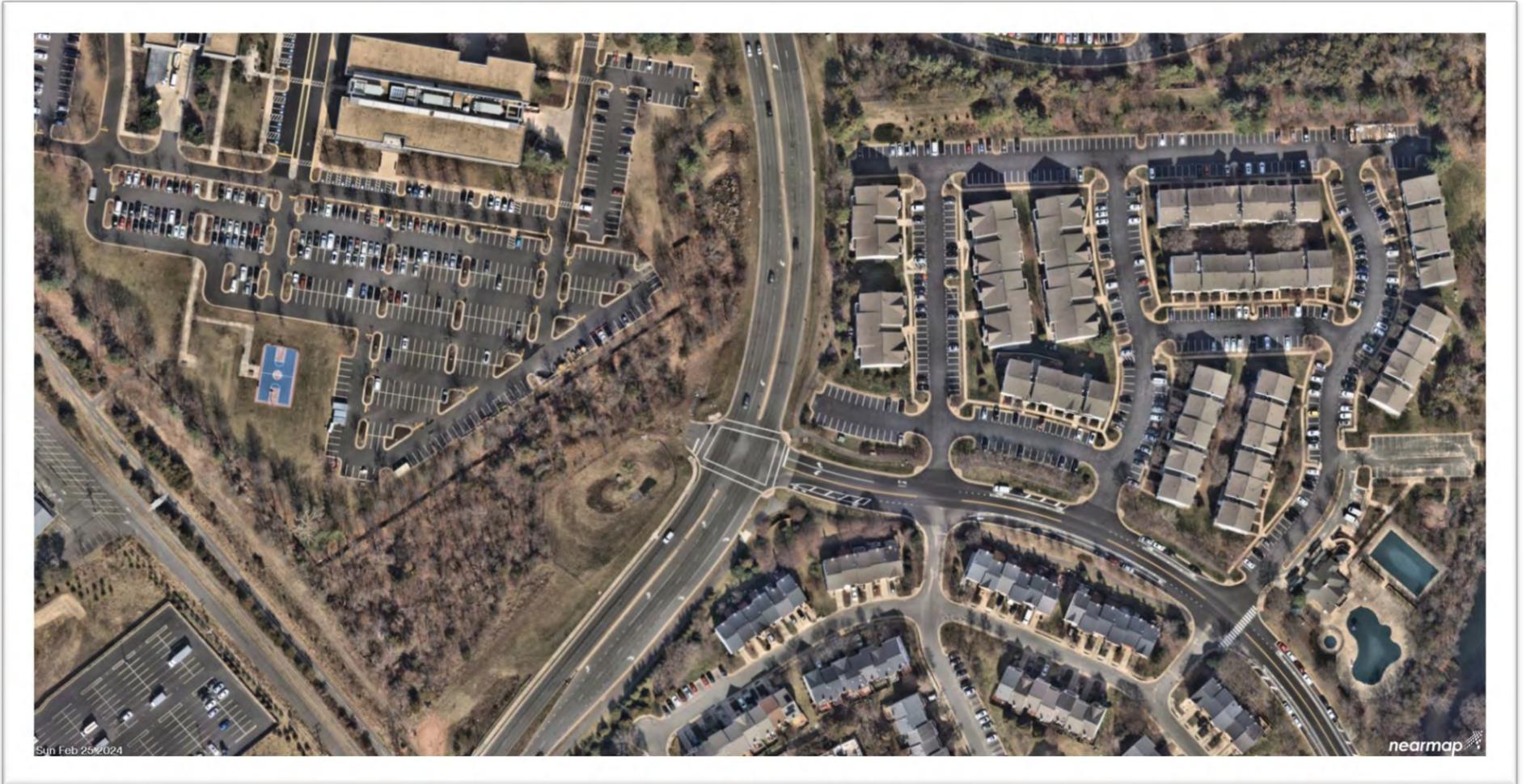


Figure 1: Aerial Imagery Date : Feb 25, 2024

Please free to reach out to me via cell phone at 540-454-3190 or email at [aalas@j2atwork.com](mailto:aalas@j2atwork.com) if you have any questions and/or require any additional information. We look forward to meet with your team at your earliest opportunity.

Sincerely,



**J. ARMANDO ALAS**  
Sr. Project Manager

703.361.1550 x 502 OFFICE  
540.454.3190 CELL

[J2atWORK.com](http://J2atWORK.com)  
DESIGN WITH YOUR FUTURE IN MIND



Please note my new email address.

## CHAPTER 1480

# Affordable Housing Land Development Application and Development Permit Fee Waiver Program

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- 1480.01 Purpose.
- 1480.02 Definitions.
- 1480.03 Eligibility.
- 1480.04 Administration.
- 1480.05 Qualifying Fee.
- 1480.06 Funding.
- 1480.07 Effective date.

### CROSS REFERENCES

Waiver of certain fees for affordable housing - see Va. Code § 15.2-958.4

### **1480.01 PURPOSE.**

The purpose of the Program is to enable a § 501(c)(3) organization with a primary purpose of assisting with the provision of Affordable Housing or a private-sector entity that is pursuing an Affordable Housing Development to apply for a Land Development Application Fee Waiver and/or a Development Permit Fee Waiver with the goal of enhancing Construction, Preservation, and/or Rehabilitation/Renovation of Affordable Unit developments located in the County, including the incorporated towns, in accordance with authority granted by Va. Code Ann. § 15.2-958.4 (1950).

(Ord. 22-10. Passed 9-14-22.)

### **1480.02 DEFINITIONS.**

As used in this Chapter:

(a) "Affordable Housing" means the Construction, Preservation, and/or Rehabilitation/Renovation of residential Affordable Unit developments in the County, including the incorporated towns, serving exclusively households with Low Income or Moderate Income, for a period of no less than thirty (30) years.

(b) "Affordable Housing Development" means an Affordable Housing project.

(c) "Affordable Housing Development Permit Application" means a Development Permit Application pursuant to applicable County ordinances for the development of Affordable Housing.

(d) "Affordable Housing Development Permit Fee Waiver Request" means a request to the County for the waiver of the Fee for an Affordable Housing Development Permit.

(e) "Affordable Housing Land Development Application" means a Land Development Application that is processed administratively pursuant to applicable County ordinances for the development of Affordable Housing.

(f) "Affordable Housing Land Development Application Fee Waiver Request" means a request to the County for the waiver of the Fee for an Affordable Housing Land Development Application.

(g) "Affordable Unit(s)" means a Dwelling Unit for rent or for sale serving exclusively households with Low Income or Moderate Income within an Affordable Housing Development.

(h) "Board" means the Loudoun County Board of Supervisors.

(i) "Construction" refers to development of new Affordable Housing Developments.

(j) "County" means the County of Loudoun, Virginia.

(k) "Delegated Authority" refers to (i) the maximum total amount of Fee Waiver, calculated in U.S. dollars that the Board authorizes the Director to approve in a single fiscal year and (ii) the maximum amount of Fee Waiver, calculated in U.S. dollars, that the Board authorizes the Director to approve per Affordable Housing Development. The Board may increase or decrease, at the Board's discretion, one or both components of the Delegated Authority every fiscal year.

(l) "Department" means the Loudoun County Department of Building and Development.

(m) "Development Permit Application" means an application of the type listed in section 1480.05(a), (c), (d) and (e) of this Chapter, requesting a development permit to be issued, empowering the holder thereof to do some act not forbidden by law, but not allowed without such authorization, which has been officially accepted by the Department and is not an inactive application or has not been withdrawn, or has not received a final decision, including one classified as inactive by the

County once it has been officially reactivated by the County.

(n) "Development Permit Fee" means the Fee payable to the County as a result of the submission of a Development Permit Application.

(o) "Director" means the Director of the Department.

(p) "Dwelling Unit" means one room, or rooms connected together, constituting a separate unit for a single-family owner occupancy or rental, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

(q) "Fee (s)" refers to those fees applicable to the shell building, including base, per unit, and plan review.

(r) "Fee Waiver" refers to the waiver of an Affordable Housing Land Development Application Fee or an Affordable Housing Development Permit Application Fee.

(s) "Land Development Application" means an application of the type listed in section 1480.05(b) of this Chapter, which has been officially accepted by the Department and is not an inactive application or has not been withdrawn, or has not received a final decision, including one classified as inactive by the County once it has been officially reactivated by the County.

(t) "Land Development Application Fee" means the Fee payable to the County as a result of the submission of a Land Development Application.

(u) "Low Income" means (i) for Affordable Units for rental, a household income at or lower than fifty percent (50%) of the Area Median Income ("AMI") for the Washington Primary Metropolitan Statistical Area ("Washington MSA") as determined by the U.S. Department of Housing and Urban Development ("HUD"); and (ii) for Affordable Units for sale, a household income at or lower than seventy percent (70%) AMI.

(v) "Moderate Income" means (i) for Affordable Units for rental, a household income higher than fifty percent (50%) AMI and lower than sixty percent (60%) ("AMI") for the Washington MSA as determined by HUD; and (ii) for Affordable Units for sale, a household income higher than seventy percent (70%) AMI and lower than one hundred percent (100%) AMI.

(w) "Officially Accepted" means the date that all required submissions have been made to the Department, and authorized staff from the Department has signed the application. This date is deemed that date upon which the Land Development Application or the Development Permit Application has been officially submitted to the Department for review.

(x) "Preservation" means acquisition of an existing development with purpose to either maintain it as or convert it to Affordable Housing.

(y) "Program" means the Affordable Housing Land Development Application and Development Permit Fee Waiver Program as set forth in Chapter 1480.

(z) "Rehabilitation/Renovation" means repairs, improvements, replacements, alterations, and additions to existing residential buildings, or adaptive reuse or use conversion of existing buildings from nonresidential to residential, other than minor or routine repairs, for use as Affordable Housing.

(aa) "Zoning Permit" means a document issued by the Zoning Administrator, or his designee, as a condition precedent to the commencement of a use or the erection, construction, reconstruction, restoration, alteration, conversion, or installation of a structure or building, which acknowledges that such use, structure or building complies with the provisions of the County Zoning Ordinance, or authorized variance therefrom.

(Ord. 22-10. Passed 9-14-22.)

### **1480.03 ELIGIBILITY.**

(a) Eligible Developments. Only Affordable Housing Developments designed to serve exclusively Low Income and Moderate Income households will be eligible for the Program.

The land where the Affordable Housing Development will be located must be in the County.

(b) Beneficiaries. A § 501 (c)(3) organization with a primary purpose of assisting with the provision of Affordable Housing or a private-sector entity that is pursuing an Affordable Housing Development may apply to the Program by submitting a Fee Waiver Request under the Program to the Department. All applicants must be in good standing with the Virginia State Corporation Commission and all County ordinances and regulations.

A § 501(c)(3) faith-based organization with a primary purpose of assisting with the provision of Affordable Housing is eligible to participate in the Program under the following conditions: (i) the organization is not controlled in whole or in part by a church (or other house of worship) or sectarian society; (ii) all other eligibility criteria in the Program are met; (iii) the organization's non-religious programs must not discriminate against or otherwise be contingent upon the religious affiliation of its participants or those eligible to receive its services; (iv) Fees waived are not permitted to be used for the benefit of a worship facility or other sectarian activities, (v) the faith-based applicant must certify, in writing, criteria (i), (iii) and (iv).

The applicant for the Fee Waiver Request must be the developer of the Affordable Housing Development and either the owner or the sale contract purchaser, under an executed and binding sale agreement, of the real property where the

Affordable Housing Development will be located.

(c) Exclusions. The Program excludes zoning map amendment (ZMAP) and zoning concept plan amendment (ZCPA) applications. Land Development Applications or Development Permit Applications that do not refer exclusively to Affordable Housing Developments are also excluded, even if a portion of the application refers to an affordable component. The property subject to the Fee Waiver **must** be proposed for exclusive use as an Affordable Housing Development. Land Development Applications or Development Permit Applications that only provide affordable dwelling units ("ADU") (as the term is defined in the County's Zoning Ordinance) that are required to be provided pursuant the County's Zoning Ordinance, within a development that is not an Affordable Housing Development, are also excluded from the Program.

(Ord. 22-10. Passed 9-14-22.)

#### **1480.04 ADMINISTRATION.**

(a) Application. A party representing the Affordable Housing Development is encouraged to request and attend the Department's optional Pre-Submission Meeting (PSUB Meeting) referenced in Chapter 8 of the County Facilities Standards Manual (FSM), when the Affordable Housing Development is proposed as a component in part with a larger subdivision, or when the Affordable Housing is proposed in whole as a standalone development.

The applicant **must** complete the Affordable Housing Land Development Application Fee Waiver Request and/or the Affordable Housing Development Permit Fee Waiver Request in pre-approved forms provided by the Department. As part of the Fee Waiver Request, the applicant **must** include a realistic and clearly articulated summary of the proposed Affordable Housing Development and of the budget for the Fee Waiver Request, which **must** not exceed the Delegated Authority granted by the Board to the Director for the fiscal year when the Fee Waiver Request is approved. For Affordable Units for rent, the Fee Waiver Request **must** indicate that the monthly rent will be calculated in accordance with HUD regulations for Low Income and Moderate Income. For Affordable Units for sale, the Fee Waiver Request must include a rational explanation, including quantification, of how the purchase price of the Affordable Unit(s) in the Affordable Housing Development will be determined to attain the goal that the Affordable Units will be affordable/attainable to Low Income and/or Moderate Income households.

In addition to the optional PSUB Meeting, the applicant **must** request an introductory meeting between the applicant and an authorized representative of the Department to review the Fee Waiver Request for completeness. The purpose of this meeting is to answer questions regarding the Fee Waiver Request and provide further guidance on the Affordable Housing Fee Waiver process.

After the introductory meeting, the applicant may formally submit the completed Fee Waiver Request to the Department for review, which **must** be accompanied by an affidavit from the applicant in a form provided by the Department attesting to the County that the Affordable Housing Development will be completed and maintained as indicated in the Fee Waiver Request.

(b) Determination of Completeness and Eligibility. After receiving an Affordable Housing Land Development Application Fee Waiver Request or an Affordable Housing Development Permit Fee Waiver Request, Department staff will determine whether the application is complete and eligible based on the criteria above. If Department staff determines that the request is not complete, verbal or written notice will be given to the applicant specifying the deficiencies. If the deficiencies are not remedied within 30 calendar days of receipt of the notification, a determination will be rendered by the Department staff based on the information provided. If an application is determined to be ineligible, a written notice will be given notifying the applicant of the ineligibility of the Fee Waiver Request under the Program.

(c) Approval or Rejection of the Fee Waiver Request. If the Fee Waiver Request is approved, a copy of the approval will be provided to the applicant. This approval **must** accompany any Affordable Housing Land Development Application or Affordable Housing Development Permit Application at the time of initial submission to the County. In case of disapproval, the applicant will be notified and all applicable Land Development Application and/or Development Permit Application Fees **must** be paid at the time of submission to the County.

Approval of the Fee Waiver Request does not guarantee approval of the proposed Affordable Housing Land Development Application or the Affordable Housing Development Permit Application, which will be processed by the Department as any other Land Development Application or Development Permit Application, except for the process related to the Fee Waiver Request.

(d) Deed of Restrictive Covenants. Upon approval of the Fee Waiver Request, the applicant, as the owner of the land where the Affordable Housing Development will be located, **must** record a deed of restrictive covenants on such land in a form approved by the County, which will ensure that the Affordable Housing Development is completed and maintained as proposed in the Fee Waiver Request approved by the Department. The Department will not perform the review of the Affordable Housing Land Development Application or the Affordable Housing Development Permit until the deed of restrictive covenants on the land where the Affordable Housing Development is located is recorded. In special circumstances, at the discretion of the Director with input from the County Attorney's Office, when the applicant of the Fee Waiver Request has not acquired ownership over the land where the Affordable Housing Development will be located by the time of submission of the Affordable Housing Land Development Application or the Affordable Housing Development Permit, the applicant **must** pay the applicable Fees, subject to reimbursement by the County at the time of recordation of the Deed of Restrictive Covenants.

(e) Delegated Authority. Starting in fiscal year 2024 and for every fiscal year thereafter, the Board may determine the

amount of the Delegated Authority, as part of the County's budget process. If the Board decides to make no changes, then the previous fiscal year's Delegated Authority will remain in place.

Fee Waiver Requests will be received by the Department on a rolling basis throughout the year on a first-come, first-served basis, and processed by the Department up to the amount of the Delegated Authority per Affordable Housing Development for the fiscal year when the Fee Waiver Request is approved. The maximum dollar amount of Fee Waiver Requests that could be approved by the Department on any given fiscal year cannot exceed the Delegated Authority approved by the Board for that given fiscal year.

The Board, in special circumstances at its own discretion, may approve by resolution an increment of the Delegated Authority previously approved for that fiscal year.

(f) **Completion of the Affordable Housing Development Breach** The applicant must complete the Affordable Housing Development within three (3) years of the approval of the Affordable Housing Land Development Application Fee Waiver Request and/or the Affordable Housing Development Permit Fee Waiver Request. The Director, at his/her discretion, may extend the period for another year, if the applicant demonstrates that the delay is not attributable to fault of the applicant. Should the applicant be unable to complete the Affordable Housing Development for which the Fee Waiver Request was approved within such three (3) years, the applicant must pay to the County, within thirty (30) business days after the third anniversary of the approval of such Fee Waiver Request, the amount of the Fees previously waived.

(Ord. 22-10. Passed 9-14-22.)

#### **1480.05 QUALIFYING FEE.**

The following Fees qualify for Fee Waiver under the Program:

(a) Fees resulting from the following Affordable Housing Land Development Applications submitted in accordance with Section 6-1000 et seq. of the Revised 1993 Loudoun County Zoning Ordinance (as amended), administered by the Department on behalf of the Zoning Administrator:

(1) Zoning Permit.

(b) Fees resulting from the following Affordable Housing Land Development Applications, submitted in accordance with Chapter 1242 of the Loudoun County Codified Ordinances:

(1) Construction Plans and Profiles (CPAP).

(2) Facility Standards Manual Waiver Request (WAIV).

(3) Site Plan (STPL).

(4) Modified Process Site Plan (STMP).

(5) Site Plan Amendment (SPAM) .

(6) Floodplain Alterations and Floodplain Studies.

(7) As Built Submissions for Occupancy.

(8) As Built Submissions for Bond Release.

(9) Preliminary Soils Report.

(10) Boundary Line Adjustment (BLAD).

(11) Dedication of Right-of-Way (DEDI).

(12) Easements (ESMT).

(13) Preliminary Record Subdivision (SBPR).

(14) Record Subdivision (SBRD).

(15) Subdivision Waiver (SBWV).

(16) Performance Bond Fees.

(c) Fees resulting from the following Affordable Housing Development Permit Applications, submitted in accordance with Chapter 1410 of the Loudoun County Codified Ordinances:

(1) Plumbing Permit.

(2) Gas Permit.

(3) Mechanical Permit.

(4) Electrical Permit.

(5) Fire Permit.

- (6) Building Permit.
- (7) Occupancy Permit.

(d) Fees resulting from the following Affordable Housing Development Permit Applications, submitted in accordance with Chapter 1220 of the Loudoun County Codified Ordinances:

- (1) Grading Permit.
- (2) Grading Bond.

(e) Fees resulting from the following Affordable Housing Development Permit Applications, submitted in accordance with Chapter 1096 of the Loudoun County Codified Ordinances:

- (1) Virginia Stormwater Management Program (VSMP) (County fees only).

(Ord. 22-10. Passed 9-14-22.)

#### **1480.06 FUNDING.**

The Board **must** set the Delegated Authority as part of the County's annual budget process, which will determine (i) the maximum total amount of Fee Waiver that the Director could approve on the following fiscal year, and (ii) the maximum amount of Fee Waiver that the Director could approve per Affordable Housing Development. No applicant has a right to receive a Fee Waiver under the Program.

(Ord. 22-10. Passed 9-14-22.)

#### **1480.07 EFFECTIVE DATE.**

Chapter 1480 will become effective on the date of enactment ("Effective Date"). Notwithstanding, there is no funding for the Program for fiscal year 2023. Subject to budget feasibility, funding of the Program will begin by fiscal year 2024 with Delegated Authority for fiscal year 2024 decided by the Board as part of the County's FY 2024 budget process. Subject to budget feasibility, funding and Delegated Authority for the Program on the successive fiscal years will be decided by the Board as part of the County's annual budget process, to be effective on the following fiscal year. Except as provided in this Ordinance, the Director will not reimburse for Affordable Housing Land Development Applications or Affordable Housing Development Permit Applications submitted or paid to the Department.

(Ord. 22-10. Passed 9-14-22.)

# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing

Atlantic Blvd Apartments, LLC  
212 E. Main Street, Suite 200  
Salisbury, MD 21801

RE: Virginia Housing Free Housing Education Acknowledgement

I \_\_\_\_\_, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here [www.virginiahousing.com/renters](http://www.virginiahousing.com/renters).

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

This deal does not require  
information behind this tab.

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)

## **Atlantic Boulevard Apartments Internet Guidelines Acknowledgement**

I \_\_\_\_\_, have read, understand, acknowledge and agree to be bound by the recommendations, guidelines, terms, and conditions outlined in The Atlantic Boulevard Apartments Internet Guidelines Manual (provided to Resident). The Internet Guideline Manual outlines and summarizes the proper use and safety guidelines when using the Internet Services provided at The Atlantic Boulevard Apartments common areas.

I understand that the Internet Guideline Manual and handbook contains information that will assist me and my guests in the proper use of the internet made available by Atlantic Boulevard Apartments. I also understand that I will be held accountable for my behavior, as well as for my guests' behavior, and me be subject to legal and/or financial consequences related to any misuses as outlined in the Internet Guideline Manual.

By signing below, I acknowledge that I have read, agree to, and understand the terms of all items contained in Atlantic Boulevard Apartment's Internet Guideline Manual.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATLANTIC BOULEVARD APARTMENTS** **INTERNET SECURITY PLAN**

The internet service at Atlantic Boulevard Apartments will have a rotating password that is only accessible to residents. The network router will be in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

## **RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities**

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

### **Rules of Operation**

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By: \_\_\_\_\_

\_\_\_\_\_

Name (Print):

Date



# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



# Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



# Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

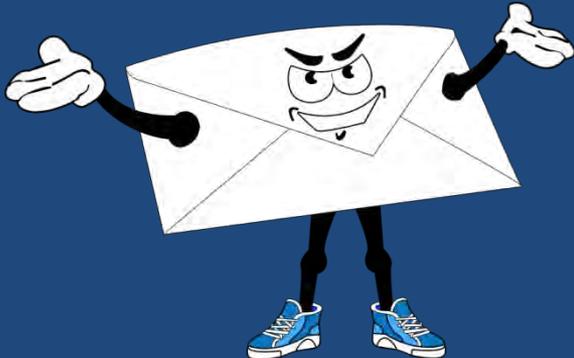
# Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



# Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

# Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



# Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





# Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

# Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

# Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

# Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

# How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as [www.kidzworld.com](http://www.kidzworld.com). Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





# Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



# Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

# Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





# The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



# Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



# About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



# About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

**REMEMBER:** You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

# Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:  
Office of the Attorney  
General

202 North Ninth Street  
Richmond, Virginia 23219

(804) 786-2071

[www.ag.virginia.gov](http://www.ag.virginia.gov)

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

# ***Atlantic Boulevard Apartments Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act***

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Atlantic Boulevard Apartments will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Atlantic Boulevard Apartments.

TM & Associates Management, Inc., the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, TM & Associates Management, Inc. will be responsible for the development and management of community and resident services program.

## **I. Affirmative Marketing**

TM & Associates Management, Inc. is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. TM & Associates Management, Inc., its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Regional Manager of TM & Associates Management, Inc.

## **II. Marketing and Outreach**

**Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:**

### **1. Networking**

**TM & Associates Management, Inc. will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:**

- **ENDependence Center of Northern Virginia (571) 291-9550**
- **Virginia Board for People with Disabilities (804) 786-0016**
- **Loudoun County Disability Services Board (571) 258-3282**
- **Virginia Department for Aging and Rehabilitative Services (804) 662-7000**

### **Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth**

- **Unless prohibited by and applicable federal subsidy program.**
- **A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.**
- **Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.**
- **Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status**
- **Target Population units will be confirmed by VHDA.**

### **2. Internet Search**

Atlantic Boulevard Apartments will also be listed on the following websites:

[www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)

[www.hud.gov](http://www.hud.gov)

[www.craigslist.org](http://www.craigslist.org)

[accessva.org](http://accessva.org)  
[dbhds.virginia.gov](http://dbhds.virginia.gov)

### 3. Print Media

Print media sources will also be identified in the Lynchburg area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

### 4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. ***Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.*** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

### 5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The

flyers will be changed to reflect the season or any type of special referral program.

### **III. Public and Community Relations**

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. TM & Associates Management, Inc. encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

### **IV. Tenant Selection and Orientation**

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

## **Tenant Selection Criteria**

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low- Income Housing Tax Credit program.

***Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance***

## **Application Processing**

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit *and* no negative rental history *and* no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act.

Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;

- There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
  - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
  - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Atlantic Boulevard Apartments is located. The annual income is compared to the area's Income Limits to determine eligibility.
  - Family composition must be compatible for units available on the property.
  - Applicants must receive satisfactory referrals from all previous Landlords.
  - Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
  - Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
  - Applicants must provide a doctor's statement and/or other proof of any handicap or disability.
  - Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
  - Applicants must complete the Application for Lease and all verification forms truthfully.
  - Applicants must provide all information required by current Federal regulations and policies.
  - Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
  - Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
  - Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
  - Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any

reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.

B 60 Day-Hold Unit

Units must be held vacant for 60 days during which active marketing efforts must be documented. However, if marketing to the 50-point special needs unit is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to Virginia Housing's Compliance Officer, management may request the ability to lease 50-point units to a household not in the special needs population without the unit remaining vacant for the 60- day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the special needs population.

Properties that fail to document ongoing active marketing to the marketing plan network contacts to lease vacant leasing preference units, may be cited with non-compliance, and may be required to hold unit(s) vacant for up to 60 days to actively market unfilled leasing preference units. Non-compliance with the marketing requirement is subject to a penalty point deduction in future funding requests with the Authority.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

This deal does not require  
information behind this tab.

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

This deal does not require  
information behind this tab.

# **Tab AA:**

Priority Letter from Rural Development

This deal does not require  
information behind this tab.

# **TAB AB:**

Social Disadvantage Certification

This deal does not require  
information behind this tab.