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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 checked="" 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>  |
| <input type="checkbox"/>            | 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 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 checked="" 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   |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing  |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal  |
| <input 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 checked="" type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation  |
| <input type="checkbox"/>            | Tab AA: Priority Letter from Rural Development   |
| <input type="checkbox"/>            | Tab AB: Social Disadvantage Certification  |

VHDA TRACKING NUMBER

2024-TEB-158

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 9/27/2024

1. Development Name: Colbrook II

2. Address (line 1): 2500 Colbrook Hills Street  
 Address (line 2): 2501 Colbrook Hills Street  
 City: Chester State: VA Zip: 23831

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: 00.00000 Latitude: 00.00000  
 (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 Chesterfield 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: 1005.06

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 of.....

	3%	10%	12%
	TRUE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 4  
 Planning District: 15  
 State Senate District: 15  
 State House District: 75

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

47 unit multifamily development built to Energy Star New Construction standards. This will be part of a larger twinned development.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

9/27/2024

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: Dr. Joseph P. Casey  
 Chief Executive Officer's Title: County Administrator Phone: (804) 748-1211  
 Street Address: 9901 Lori Lane  
 City: Chesterfield State: VA Zip: 23832

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

- 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 relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application.

If true, provide name of companion development:

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

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

Total Units within 9% allocation request?	<input type="text" value="47"/>	<i>Do not enter values if development is not part of a 9/4 comb</i>
Total Units within 4% Tax Exempt allocation Request?	<input type="text" value="47"/>	
<b>Total Units:</b>	<b><input type="text" value="94"/></b>	

% of units in 4% Tax Exempt Allocation Request:

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 payments 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 transactions. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.*

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

a. Owner Name: Colbrook II LLC

Developer Name: Better Housing Coalition

Contact: M/M ▶ Mr. First: Mario MI: D Last: Wells

Address: 23 West Broad Street

City: Richmond St. ▶ VA Zip: 23220

Phone: (804) 644-0546 Ext. 533 Fax: (804) 644-1057

Email address: m.wells@betterhousingcoalition.org

Federal I.D. No. 920508648 (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.  
Lee Alford, l.alford@betterhousingcoalition.org, 804-347-6951

- 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 within 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% in the controlling general partner or managing member is a socially disadvantaged individual as defined 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:  Option

Expiration Date: 12/31/2025

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..... 12/31/2025 .

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: Richmond Affordable Housing

Address: 23 West Broad Street, Suite 100

City: Richmond St.: VA Zip: 23220

Contact Person: Julie Hovermale Phone: (804) 644-1057

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 Disabled Veteran as defined in manual.

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

1. Tax Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 77, Washington, DC 20005		
Email:	ehoffman@kleinhornig.com	Phone:	(202) 842-0125
2. Tax Accountant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
4. Management Entity:	Matt Scaparro	This is a Related Entity.	TRUE
Firm Name:	BHC Management	DEI Designation?	FALSE
Address:	23 West Broad Street, Suite 100, Richmond, VA 23220		
Email:	m.scaparro@betterhousingcoalition.org	Phone:	(804) 644-0546
5. Contractor:	Jason McCullough	This is a Related Entity.	FALSE
Firm Name:	Purcell Construction Corporation	DEI Designation?	FALSE
Address:	7730 Whitepine Rd Richmond, VA 23237		
Email:	jmccullough@purcellconstruction.com	Phone:	(804) 743-4615
6. Architect:	Burt Pinnock	This is a Related Entity.	FALSE
Firm Name:	Baskervill	DEI Designation?	FALSE
Address:	1051 E. Cary Street, Suite 200, Richmond, VA 23219		
Email:	bpinnock@baskervill.com	Phone:	
7. Real Estate Attorney:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
8. Mortgage Banker:	Costa Canavos	This is a Related Entity.	FALSE
Firm Name:	Berkadia	DEI Designation?	FALSE
Address:	707 East Main Street Ste 1300		
Email:	costa.canavos@berkadia.com	Phone:	(804) 347-7161
9. Other:	Gracetta Washington	This is a Related Entity.	FALSE
Firm Name:	J&G Workforce Development Services, LLC	DEI Designation?	TRUE
Address:	1421 Bryan Street, Richmond, VA 23228		
Email:	Grace@jgworkforce.com	Phone:	(804) 614-1223

**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 credits? ..... **0**

c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**

d. This development is an existing RD or HUD S8/236 development..... **FALSE**  
**Action:** (If True, provide required form in **TAB Q**)

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

i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... **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:

- TRUE a. Be authorized to do business in Virginia.
TRUE b. Be substantially based or active in the community of the development.
TRUE c. Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.
TRUE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
TRUE e. Not be affiliated with or controlled by a for-profit organization.
TRUE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
TRUE 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..... TRUE (If false, skip to #3.)

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Other

Name: Better Housing Coalition

Contact Person: Mario Wells

Street Address: PO Box 12117

City: Richmond State: VA Zip: 23241-0117

Phone: (804) 641-7799 Contact Email: m.wells@betterhousingcoliation.org

**G. NONPROFIT INVOLVEMENT**

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 100.0%

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

A. TRUE

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

**Action:** Provide Option or Right of First Refusal in recordable form using Virginia Housing's template. **(TAB V)**  
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

**Name of qualified nonprofit:** Better Housing Coalition

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

**Name of Local Housing Authority** \_\_\_\_\_

B. FALSE

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

**Action:** Provide Homeownership Plan **(TAB N)** and contact Virginia Housing for a Pre-Application Meeting

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

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	47	bedrooms	95
Total number of <b>rental</b> units in development	47	bedrooms	95
Number of low-income rental units	47	bedrooms	95
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	47	bedrooms	95
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....	0		
d. Total Floor Area For The Entire Development.....	50,424.95 (Sq. ft.)		
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	2,916.82 (Sq. ft.)		
f. Nonresidential Commercial Floor Area (Not eligible for funding).....	0.00		
g. Total Usable Residential Heated Area.....	47,508.13 (Sq. ft.)		
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....	0.00%		
i. Exact area of site in acres .....	5.530		
j. Locality has approved a final site plan or plan of development.....	TRUE		
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.....	FALSE		

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	816.44	SF	9	9
2BR Garden	973.31	SF	28	28
3BR Garden	1291.06	SF	10	10
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			47	47

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... **1**
- b. Age of Structure:..... **0** years
- c. Maximum Number of stories:..... **3**
- d. The development is a scattered site development..... **FALSE**
- e. Commercial Area Intended Use: **N/a**
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... **TRUE**
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... **FALSE**
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... **FALSE**
- g. Indicate **True** for all development's structural features that apply:
 

i. Row House/Townhouse	<b>FALSE</b>	v. Detached Single-family	<b>FALSE</b>
ii. Garden Apartments	<b>TRUE</b>	vi. Detached Two-family	<b>FALSE</b>
iii. Slab on Grade	<b>TRUE</b>	vii. Basement	<b>FALSE</b>
iv. Crawl space	<b>FALSE</b>		
- h. Development contains an elevator(s). **TRUE**
  - If true, # of Elevators. **1**
  - Elevator Type (if known)

---

**H. STRUCTURE AND UNITS INFORMATION**

---

**H. STRUCTURE AND UNITS INFORMATION**

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

**4. Site Amenities (indicate all proposed)**

a. Business Center.....	FALSE	f. Limited Access.....	TRUE
b. Covered Parking.....	FALSE	g. Playground.....	FALSE
c. Exercise Room.....	FALSE	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: On-site leasing office, community room

m. Number of Proposed Parking Spaces 71  
 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 stop. FALSE  
 If **True**, Provide required documentation (**TAB K2**).

**5. Plans and Specifications**

**a. Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**

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

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

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

**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 below.

**REQUIRED:**

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

- TRUE** a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 46.00%** b1. Percentage of brick covering the exterior walls.
- 54.00%** b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- TRUE** c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE** d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE** e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *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.
- TRUE** 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.

**J. ENHANCEMENTS**

- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

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

**2. Green Certification**

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

The applicant will also obtain one of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> FALSE Earthcraft Gold or higher certification | <input type="checkbox"/> FALSE National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE 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 |
|--|--|
- 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 **Tab P**. See Manual for details and requirements.

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

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

26% 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>TRUE</u>  |
| Cooking?            | <u>FALSE</u> | Trash Removal? | <u>TRUE</u>  |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	12	14	16	0
Air Conditioning	0	9	12	16	0
Cooking	0	5	7	10	0
Lighting	0	19	27	34	0
Hot Water	0	12	16	19	0
Water	0	20	27	38	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$77	\$103	\$133	\$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: Allen and Associates

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**FALSE** 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.

**TRUE** 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.**

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

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

- FALSE** Elderly (as defined by the United States Fair Housing Act.)
- FALSE** Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- FALSE** 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**)

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**K. SPECIAL HOUSING NEEDS**

---

**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 displaced - Tab J**)

**3. Leasing Preferences**

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: **No**

Organization which holds waiting list: \_\_\_\_\_

Contact person: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

b. Leasing preference will be given to individuals and families with children..... **TRUE**  
(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: **10**  
% of total Low Income Units 21%

**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](http://VirginiaHousing.com)

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

**4. Target Population Leasing Preference**

Unless prohibited by an applicable federal subsidy program, each applicant shall commit to provide a leasing preference to individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the 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 Commonwealth.

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

First Name: **Matt**

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**K. SPECIAL HOUSING NEEDS**

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Last Name: Scaparro

Phone Number: (804) 644-0546      Email: m.scaparro@betterhousingcoalition.org

**K. SPECIAL HOUSING NEEDS**

**5. Resident Well-Being (as defined in the manual)**

**Action:** Provide appropriate documentation for any selection below (**Tab S**)

FALSE

a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services.

FALSE

b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.

FALSE

c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

**6. Rental Assistance**

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

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

FALSE

Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.

FALSE

Section 8 New Construction Substantial Rehabilitation

FALSE

Section 8 Moderate Rehabilitation

FALSE

Section 811 Certificates

FALSE

Section 8 Project Based Assistance

FALSE

RD 515 Rental Assistance

FALSE

Section 8 Vouchers

\*Administering Organization: \_\_\_\_\_

FALSE

State Assistance

\*Administering Organization: \_\_\_\_\_

FALSE

Other: \_\_\_\_\_

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

FALSE

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

0

d. Number of units receiving assistance:

0

How many years in rental assistance contract?

Expiration date of contract:

There is an Option to Renew.....

FALSE

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

**7. Public Housing Revitalization**

**K. SPECIAL HOUSING NEEDS**

Is this development replacing or revitalizing Public Housing Units?  
If so, how many existing Public Housing units?

FALSE
0

**L. UNIT DETAILS**

**1. Set-Aside Election:**

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

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

**a. Units Provided Per Household Type:**

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
47	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
47	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
47	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
47	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 testing.....  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	3	1	611.39	\$1,134.00	\$3,402
Mix 2	1 BR - 1 Bath	60% AMI	3		630.62	\$1,134.00	\$3,402
Mix 3	1 BR - 1 Bath	60% AMI	3		601.24	\$1,134.00	\$3,402
Mix 4	2 BR - 2 Bath	60% AMI	1	1	741.17	\$1,347.00	\$1,347
Mix 5	2 BR - 2 Bath	60% AMI	3	1	724.08	\$1,347.00	\$4,041
Mix 6	2 BR - 2 Bath	60% AMI	3	1	781.74	\$1,347.00	\$4,041
Mix 7	2 BR - 2 Bath	60% AMI	9		725.11	\$1,347.00	\$12,123
Mix 8	2 BR - 2 Bath	60% AMI	6		742.59	\$1,347.00	\$8,082
Mix 9	2 BR - 2 Bath	60% AMI	6		758.20	\$1,347.00	\$8,082

L. UNIT DETAILS

Mix 9	2 BR - 2 Bath	60% AMI	6		758.20	\$1,347.00	\$8,082
Mix 10	3 BR - 2 Bath	60% AMI	2	1	1115.70	\$1,544.00	\$3,088
Mix 11	3 BR - 2 Bath	60% AMI	6		861.43	\$1,544.00	\$9,264
Mix 12	3 BR - 2 Bath	60% AMI	2		1212.71	\$1,544.00	\$3,088
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
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Mix 41							\$0
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Mix 43							\$0
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Mix 50							\$0
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Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0

**L. UNIT DETAILS**

Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0
Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
Mix 80								\$0
Mix 81								\$0
Mix 82								\$0
Mix 83								\$0
Mix 84								\$0
Mix 85								\$0
Mix 86								\$0
Mix 87								\$0
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>			47	5				\$63,362

<b>Total Units</b>	<b>47</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>36,144.51</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>36,144.51</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>100.00000%</b>
---	-------------------

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,500
2. Office Salaries			\$0
3. Office Supplies			\$1,000
4. Office/Model Apartment	(type	<u>                    </u> )	\$0
5. Management Fee			\$36,566
	<u>5.17%</u> of EGI	<u>\$778.00</u> Per Unit	
6. Manager Salaries			\$25,850
7. Staff Unit (s)	(type	<u>                    </u> )	\$0
8. Legal			\$3,193
9. Auditing			\$3,631
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$3,000
12. Tax Credit Monitoring Fee			\$1,645
13. Miscellaneous Administrative			\$4,940
<b>Total Administrative</b>			<b>\$81,325</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$18,540
16. Water			\$20,000
17. Gas			\$0
18. Sewer			\$0
<b>Total Utility</b>			<b>\$38,540</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$515
21. Janitor/Cleaning Contract			\$564
22. Exterminating			\$8,060
23. Trash Removal			\$7,725
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$7,500
28. Maintenance/Repairs Payroll			\$22,325
29. Repairs/Material			\$2,575
30. Repairs Contract			\$1,175
31. Elevator Maintenance/Contract			\$3,290
32. Heating/Cooling Repairs & Maintenance			\$2,585
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,200
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$32,605
<b>Totals Operating &amp; Maintenance</b>			<b>\$90,119</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes		\$75,530
39. Payroll Taxes		\$4,326
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$548 per unit	\$25,750
42. Fidelity Bond		\$0
43. Workman's Compensation		\$309
44. Health Insurance & Employee Benefits		\$3,296
45. Other Insurance		\$2,060
<b>Total Taxes &amp; Insurance</b>		<b>\$111,271</b>

**Total Operating Expense** **\$321,255**

**Total Operating Expenses Per Unit** \$6,835 **C. Total Operating Expenses as % of EGI** 45.43%

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const./Elderly Minimum) **\$14,100**

<b>Total Expenses</b>	<b>\$335,355</b>
-----------------------	------------------

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	7/17/2024	Lee Alford
b. Site Acquisition	3/1/2022	Lee Alford
c. Zoning Approval	1/7/201	Lee Alford
d. Site Plan Approval	7/1/2022	Lee Alford
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	7/1/2024	Mario Wells
ii. Conditional Commitment		
iii. Firm Commitment	4/25/2025	Mario Wells
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	7/1/2024	Mario Wells
ii. Conditional Commitment		
iii. Firm Commitment	4/25/2025	Mario Wells
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>	9/27/2022	Lee Alford
<b>3. IRS Approval of Nonprofit Status</b>	9/22/1998	n/a
<b>4. Closing and Transfer of Property to Owner</b>	2/1/2023	Lee Alford
<b>5. Plans and Specifications, Working Drawings</b>	12/20/2023	Mario Wells
<b>6. Building Permit Issued by Local Government</b>	1/15/2024	Mario Wells
<b>7. Start Construction</b>	5/1/2025	Mario Wells
<b>8. Begin Lease-up</b>	11/1/2026	Matt Scaparro
<b>9. Complete Construction</b>	11/1/2026	Mario Wells
<b>10. Complete Lease-Up</b>	3/1/2027	Matt Scaparro
<b>11. Credit Placed in Service Date</b>	11/1/2026	Mario Wells

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

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

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>Must Use Whole Numbers Only!</b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	9,987,498	0	9,987,498	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
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	9,987,498	0	9,987,498	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	1,040,304	0	1,040,304	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>	1,040,304	0	1,040,304	0
<b>Total Structure and Land</b>	11,027,802	0	11,027,802	0
r. General Requirements	873,892	0	873,892	0
s. Builder's Overhead ( 3.0% Contract)	327,710	0	327,710	0
t. Builder's Profit ( 3.0% Contract)	327,710	0	327,710	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: GC LOC	15,966	0	15,966	0
z. Other 2: Builder's Risk	265,548	0	265,548	0
aa. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$12,838,628</b>	<b>\$0</b>	<b>\$12,838,628</b>	<b>\$0</b>

**Construction cost per unit: \$273,162.30**

**MAXIMUM COMBINED GR, OVERHEAD & PROFIT =**

**\$1,543,892**

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

**\$1,529,312**

**O. PROJECT BUDGET - OWNER COSTS**

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	50,000	0	50,000	0
b. Architecture/Engineering Design Fee \$5,106 /Unit)	239,984	0	239,984	0
c. Architecture Supervision Fee \$2,188 /Unit)	102,850	0	102,850	0
d. Tap Fees	444,432	0	444,432	0
e. Environmental	70,030	0	70,030	0
f. Soil Borings	10,000	0	10,000	0
g. Green Building (Earthcraft, LEED, etc.)	35,000	0	35,000	0
h. Appraisal	7,500	0	0	0
i. Market Study	7,500	0	7,500	0
j. Site Engineering / Survey	140,000	0	140,000	0
k. Construction/Development Mgt	90,000	0	90,000	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest ( 0.0% for 0 months)	464,687	0	302,046	0
o. Taxes During Construction	61,453	0	61,453	0
p. Insurance During Construction	60,000	0	60,000	0
q. Permanent Loan Fee ( 0.0% )	47,798			
r. Other Permanent Loan Fees	125,372			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	37,500	0	18,750	0
w. Legal Fees for Closing	160,000	0	140,000	0
x. Mortgage Banker	71,697	0	0	0
y. Tax Credit Fee	49,295			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	75,000	0	75,000	0
ab. Organization Costs	55,000			
ac. Operating Reserve	330,528			
ad. Contingency	0			
ae. Security	30,000	0	30,000	0
af. Utilities	35,000	0	35,000	0
ag. Supportive Service Reserves	0			

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: Holding Costs	50,000	0	0	0
(2) Other* specify: Hard Cost Contingency	641,931	0	641,931	0
(3) Other* specify: Special Inspections	40,000	0	40,000	0
(4) Other* specify: Soft Cost Contingency	106,118	0	59,370	0
(5) Other* specify: Out of balance fee	105,000	0	0	0
(6) Other* specify: Lease Up Reserve	60,000	0	0	0
(7) Other* specify: Low Voltage	50,000	0	50,000	0
(8) Other* specify: Misc Holding Costs	10,000	0	0	0
(9) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$3,863,675</b>	<b>\$0</b>	<b>\$2,703,346</b>	<b>\$0</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$16,702,303</b>	<b>\$0</b>	<b>\$15,541,974</b>	<b>\$0</b>
<b>3. Developer's Fees</b>	<b>1,706,329</b>	<b>0</b>	<b>1,706,329</b>	<b>0</b>
<b>4. Owner's Acquisition Costs</b>				
Land	606,878			
Existing Improvements	0	0		
Subtotal 4:	\$606,878	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	<b>\$19,015,510</b>	<b>\$0</b>	<b>\$17,248,303</b>	<b>\$0</b>

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: \$1,814,734**

Proposed Development's Cost per Sq Foot	\$365	<b>Proposed Cost by Sq Ft exceeds limit</b>
Applicable Cost Limit by Square Foot:	\$344	
Proposed Development's Cost per Unit	\$391,673	<b>Proposed Cost per Unit exceeds limit</b>
Applicable Cost Limit per Unit:	\$331,194	

**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>	19,015,510	0	17,248,303	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	17,248,303	0
---	------------	---

**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>	17,248,303	0
--------------------------------------	------------	---

**5. Applicable Fraction**

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

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

0	17,248,303	0
---	------------	---

**7. Applicable Percentage**

4.00%	4.00%	9.00%
-------	-------	-------

**8. Maximum Allowable Credit under IRC §42**  
(Qualified Basis x Applicable Percentage)

\$0	\$689,932	\$0
-----	-----------	-----

(Must be same as BIN total and equal to or less than credit amount allowed)

\$689,932
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 Construction			\$3,629,386	
2.				
3.				
Total Construction Funding:			\$3,629,386	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. VHDA Tax Exempt			\$3,091,896	\$194,404	5.62%	40	40
2. VHDA REACH			\$1,800,000	\$89,604	3.95%	40	40
3. VHDA L Match			\$1,041,800	\$51,861	3.95%	40	40
4. DHCD VHTF			\$1,400,000		0.00%	100000	35
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$7,333,696	\$335,869			

**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. Altria			\$967,833	
2. Community Foundation/Cabell			\$1,397,000	
3. Pauley/Goodwyn			\$1,241,740	
4. Mary Morton Parsons			\$500,000	
5. Schaberg			\$187,113	
6. Chesterfield ARPA			\$600,000	
Total Permanent Grants:			\$4,893,686	

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	Chesterfield ARPA		\$600,000
2.	DHCD VHTF		\$1,400,000
3.	Chesterfield Proffer Waiver		\$441,800
4.			
5.			
Total Subsidized Funding			\$2,441,800

**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..... **FALSE**

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	\$9,563,082
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:	\$0
l.	Other:	\$0

Market-Rate Loans

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

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **53.56%**

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 describing credit enhancements]

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

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

b. **FALSE** **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	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)				
Amount of State HOTC	\$0	x Equity \$	\$0.000	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
c. Equity that Sponsor will Fund:				
i. Cash Investment	\$1,547			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$853,165	(Note: Deferred Developer Fee cannot be negative.)		
iv. 45L Credit Equity	\$0			
v. Other:	\$0			

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

**Equity Total** \$854,712

**2. Equity Gap Calculation**

a. Total Development Cost	\$19,015,510
b. Total of Permanent Funding, Grants and Equity	- <span style="border-bottom: 1px solid black; padding: 0 50px;">\$13,082,094</span>
c. Equity Gap	<span style="border: 1px solid black; padding: 2px;">\$5,933,416</span>
d. Developer Equity	- <span style="border-bottom: 1px solid black; padding: 0 50px;">\$61</span>
e. Equity gap to be funded with low-income tax credit proceeds	\$5,933,355

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

a. Actual or Anticipated Name of Syndicator: Boston Financial

Contact Person:   Phone:  

Street Address:  

City:   State:   Zip:  

b. Syndication Equity	
i. Anticipated Annual Credits	<span style="border-bottom: 1px solid black; padding: 0 50px;">\$689,932.00</span>
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	<span style="border-bottom: 1px solid black; padding: 0 50px;">\$0.860</span>
iii. Percent of ownership entity (e.g., 99% or 99.9%)	<span style="border-bottom: 1px solid black; padding: 0 50px;">99.99900%</span>
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	<span style="border-bottom: 1px solid black; padding: 0 50px;">\$0</span>
v. Net credit amount anticipated by user of credits	<span style="border: 1px solid black; padding: 2px;">\$689,925</span>
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	<span style="border: 1px solid black; padding: 2px;">\$5,933,355</span>

c. Syndication: Select?

d. Investors: Select?

**4. Net Syndication Amount** \$5,933,355  
 Which will be used to pay for Total Development Costs

**5. Net Equity Factor** 85.9999874501%  
 Must be equal to or greater than 85%

**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>\$19,015,510</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$13,082,094</u>
3. Equals Equity Gap		<u>\$5,933,416</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>85.9999874501%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$6,899,322</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$689,932</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$689,932</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$689,932</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$14,679.4043</u>	
Credit per LI Bedroom	<u>\$7,262.4421</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$689,932</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	\$63,362
Plus Other Income Source (list):	\$0
Equals Total Monthly Income:	\$63,362
Twelve Months	x12
Equals Annual Gross Potential Income	\$760,344
Less Vacancy Allowance	\$53,224
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b>\$707,120</b>

**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:	\$0
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance	\$0
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>	<b>\$0</b>

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

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

a. Annual EGI Low-Income Units	\$707,120
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$707,120
d. Total Expenses	\$335,355
e. Net Operating Income	\$371,765
f. Total Annual Debt Service	\$335,869
g. Cash Flow Available for Distribution	\$35,896

T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	707,120	721,262	735,688	750,401	765,409
Less Oper. Expenses	335,355	345,416	355,778	366,451	377,445
Net Income	371,765	375,847	379,909	383,950	387,964
Less Debt Service	335,869	335,869	335,869	335,869	335,869
Cash Flow	35,896	39,978	44,040	48,081	52,095
Debt Coverage Ratio	1.11	1.12	1.13	1.14	1.16

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	780,718	796,332	812,259	828,504	845,074
Less Oper. Expenses	388,768	400,431	412,444	424,818	437,562
Net Income	391,949	395,900	399,814	403,686	407,512
Less Debt Service	335,869	335,869	335,869	335,869	335,869
Cash Flow	56,080	60,031	63,945	67,817	71,643
Debt Coverage Ratio	1.17	1.18	1.19	1.20	1.21

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	861,975	879,215	896,799	914,735	933,030
Less Oper. Expenses	450,689	464,210	478,136	492,480	507,255
Net Income	411,286	415,005	418,663	422,255	425,775
Less Debt Service	335,869	335,869	335,869	335,869	335,869
Cash Flow	75,417	79,136	82,794	86,386	89,906
Debt Coverage Ratio	1.22	1.24	1.25	1.26	1.27

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

**U. Building-by-Building Information**

**Must Complete**

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

Number of BINS: 1

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: <b>DO NOT use the CUT feature</b> <b>DO NOT SKIP LINES BETWEEN BUILDINGS</b>				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					
		Street Address 1	Street Address 2	City	State	Zip																		
1.		47		2500 Colbrook Hills Street		Chesterfield	VA	23831				\$0	\$17,248,303			4.00%	\$689,932							\$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

47 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$17,248,303

\$0

\$0

\$689,932

\$0

Number of BINS: 1

**V. STATEMENT OF OWNER**

---

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms 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: Colbrook II LLC  
By: PAD XXVIII LLC, its Sole Member  
By: Better Housing Coalition, its Sole Member

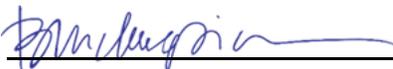
By:   
 Its: PRESIDENT & CEO  
 (Title)

**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:	Burchell F. Pinnock
Virginia License#:	0401010214
Architecture Firm or Company:	Baskervill

By:  \_\_\_\_\_

Its: Principal and Chairman  
(Title)

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

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

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

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

**MANDATORY ITEMS:**

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

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

**1. READINESS:**

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

Y	0 or -50	0.00
N	0 or -25	0.00
Y	0 to 10	10.00
N	0 or 10	0.00
Y	0 or 15	15.00
N	0 or 15	0.00
<b>Total:</b>		<b>25.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

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

N	0 or up to 5	0.00
N	0 or 20	0.00
12.84%	Up to 40	25.68
N	0 or 5	0.00
N	0 or 10	0.00
3%	0, 20, 25 or 30	30.00
N	0 or 15	0.00
Y	Up to 20	20.00
<b>Total:</b>		<b>75.68</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			66.40
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
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	N	0 or 10	0.00
h. Units constructed to meet Virginia Housing's Universal Design standards	26%	Up to 15	3.83
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>110.23</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$109,400	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	21.28%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	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% of AMI	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>30.00</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	-12.24
Total:			<u>76.76</u>

7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	N	0 or 5	0.00
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			<u>65.00</u>

400 Point Threshold - all 9% Tax Credits

**TOTAL SCORE:** 402.67

300 Point Threshold - Tax Exempt Bonds

**Enhancements:**

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	38.40
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	3.00
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	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	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
		66.40

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
		0.00

**Total amenities: 66.40**

X.

## Development Summary

**Summary Information**

**2024 Low-Income Housing Tax Credit Application For Reservation**

<b>Deal Name:</b>	<b>Colbrook II</b>
-------------------	--------------------

<b>Cycle Type:</b> 4% Tax Exempt Bonds Credits	<b>Requested Credit Amount:</b> \$689,932
<b>Allocation Type:</b> New Construction	<b>Jurisdiction:</b> Chesterfield County
<b>Total Units:</b> 47	<b>Population Target:</b> General
<b>Total LI Units:</b> 47	
<b>Project Gross Sq Ft:</b> 50,424.95	<b>Owner Contact:</b> Mario Wells
<b>Green Certified?</b> FALSE	

**Total Score**  
**402.67**

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$7,333,696	\$156,036	\$145	\$335,869
Grants	\$4,893,686	\$104,121		
Subsidized Funding	\$2,441,800	\$51,953		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$11,027,802	\$234,634	\$219	57.99%
General Req/Overhead/Profit	\$1,529,312	\$32,539	\$30	8.04%
Other Contract Costs	\$281,514	\$5,990	\$6	1.48%
Owner Costs	\$3,863,675	\$82,206	\$77	20.32%
Acquisition	\$606,878	\$12,912	\$12	3.19%
Developer Fee	\$1,706,329	\$36,305	\$34	8.97%
<b>Total Uses</b>	<b>\$19,015,510</b>	<b>\$404,585</b>		

Total Development Costs	
-------------------------	--

Total Improvements	\$16,702,303
Land Acquisition	\$606,878
Developer Fee	\$1,706,329
<b>Total Development Costs</b>	<b>\$19,015,510</b>

<b>Proposed Cost Limit/Sq Ft:</b>	\$365
<b>Applicable Cost Limit/Sq Ft:</b>	\$344
<b>Proposed Cost Limit/Unit:</b>	\$391,673
<b>Applicable Cost Limit/Unit:</b>	\$331,194

Income	
Gross Potential Income - LI Units	\$760,344
Gross Potential Income - Mkt Units	\$0
Subtotal	\$760,344
Less Vacancy %	7.00%
Effective Gross Income	\$707,120

**Rental Assistance?** FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$81,325	\$1,730
Utilities	\$38,540	\$820
Operating & Maintenance	\$90,119	\$1,917
Taxes & Insurance	\$111,271	\$2,367
<b>Total Operating Expenses</b>	<b>\$321,255</b>	<b>\$6,835</b>
Replacement Reserves	\$14,100	\$300
<b>Total Expenses</b>	<b>\$335,355</b>	<b>\$7,135</b>

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	9
# of 2BR	28
# of 3BR	10
# of 4+ BR	0
<b>Total Units</b>	<b>47</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	47	47
>60% AMI	0	0
Market	0	0

**Income Averaging?** FALSE

**Extended Use Restriction?** 30

Cash Flow	
EGI	\$707,120
Total Expenses	\$335,355
<b>Net Income</b>	<b>\$371,765</b>
Debt Service	\$335,869
<b>Debt Coverage Ratio (YR1):</b>	<b>1.11</b>

**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	\$689,932
Credit Requested	\$689,932
% 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	\$18,408,632	
Total Square Feet	50,424.95	
Proposed Cost per SqFt	\$365.07	
Applicable Cost Limit per Sq Ft	\$344.00	
% of Savings	-6.12%	
Total Units	47	
Proposed Cost per Unit	\$391,673	
Applicable Cost Limit per Unit	\$331,194	
% of Savings	-18.26%	
Max % of Savings	-6.12% Sliding Scale Points	-12.24

# Tab A:

Partnership or Operating Agreement, including  
Org Chart with percentages of ownership interest

**OPERATING AGREEMENT  
OF  
COLBROOK II LLC  
PURSUANT TO VIRGINIA CODE § 13.1-1023 (2)**

This Operating Agreement is made and entered into by PAD XXVIII LLC, a Virginia limited liability company (the "Member"), the sole member of Colbrook II LLC, a Virginia limited liability company (the "Company"), pursuant to Section 13.1-1023 of the Code of Virginia (1950), as amended.

1. **Purpose of Company.** The Company is formed for the purpose of acquiring certain real estate in Chesterfield County, Virginia, and developing and operating thereon affordable housing apartments and amenities, using a combination of debt and equity derived from federal low income housing tax credits (the "Project"), to do all acts necessary or incidental to the accomplishment of that purpose and to engage such engineers, architects, contractors and other persons to accomplish such purpose. In particular, the Company is authorized to prepare and file an application for reservation of low income housing tax credits with the Virginia Housing Development Authority and to enter into such other agreements as may be required for the purposes set forth above.

2. **Management.** The Company shall be member-managed by a Manager or Managers. Except as expressly provided otherwise in the Virginia Limited Liability Company Act, Sections 13.1-1000, et seq. of the Code of Virginia, as amended (hereinafter, the "Act") the Articles or this Operating Agreement, the Manager or Managers shall (i) exercise complete and exclusive control of the management of the Company's business and affairs and (ii) have the right, power, and authority on behalf of the Company, and in its name, to exercise all of the rights, powers, and authorities of the Company under the Act. The Manager shall discharge its duties in accordance with the standards of conduct set forth in section 13.1-1024.1 of the Act.

3. **Initial Manager.** The initial Manager of the Company shall be PAD XXVIII LLC, which is also the sole member of the Company.

4. **Indemnification.** The Company shall indemnify any Manager against any and all claims or demands whatsoever. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Manager may be entitled. The Manager may take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

5. **Liability of Manager.** So long as the Manager acts in good faith and exercises good faith business judgment in determining the best interests of the Company, the Manager shall not be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing that it may do or refrain from doing in connection with the business and affairs of the Company with respect to the conduct of the business and affairs of the Company.

6. **Admission of Members.** The Company may admit new Members upon such terms and conditions as may be agreeable to the Member/Manager.

7. **Purchase Option and Right of First Refusal.** The Company is expressly authorized to enter into a nonprofit purchase option and right of first refusal with Better Housing Coalition or other qualified nonprofit organization, which purchase option shall satisfy the requirements of Section 42 of the Internal Revenue Code of 1986, as amended.

8. **Compliance with VHDA Rules and Regulations.** Notwithstanding any other provisions of this Agreement, this Company and its Members shall be subject to regulation and supervision by the Virginia Housing Development Authority (the "Authority") in accordance with the Virginia Housing Development Authority Act, the Rules and Regulations of the Authority and any Deed of Trust assumed or to be assumed or executed or to be executed by this Company for the benefit of the Authority and shall be further subject to the exercise by the Authority of the rights and powers conferred on the Authority thereby. Notwithstanding any other provision of this Agreement, the Authority may rely upon the continuing effect of this provision that shall not be amended, altered, waived, supplemented or otherwise changed without the prior written consent of the Authority.

Witness the following signatures as of the 26th day of September 2022:

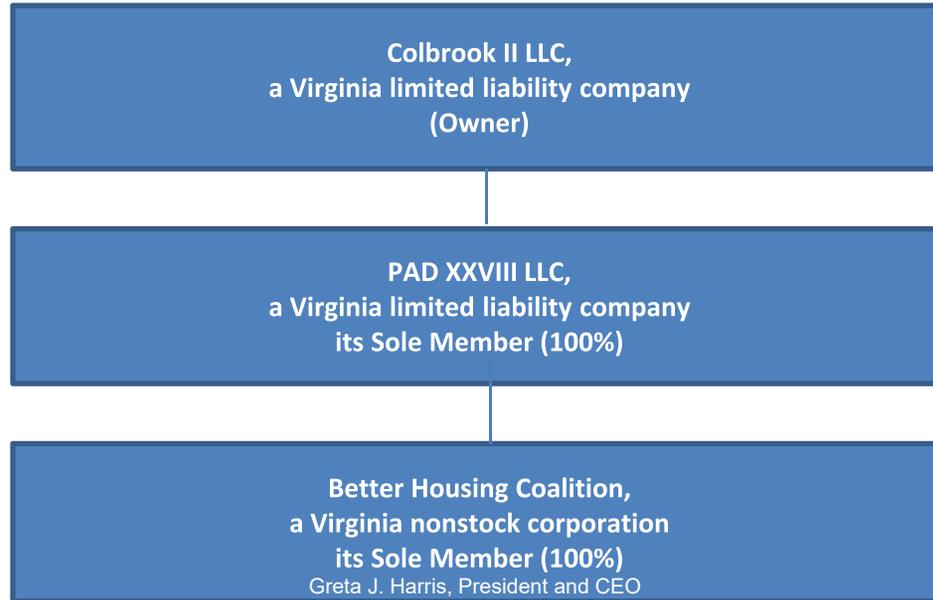
**Sole Member:**

PAD XXVIII LLC,  
a Virginia limited liability company

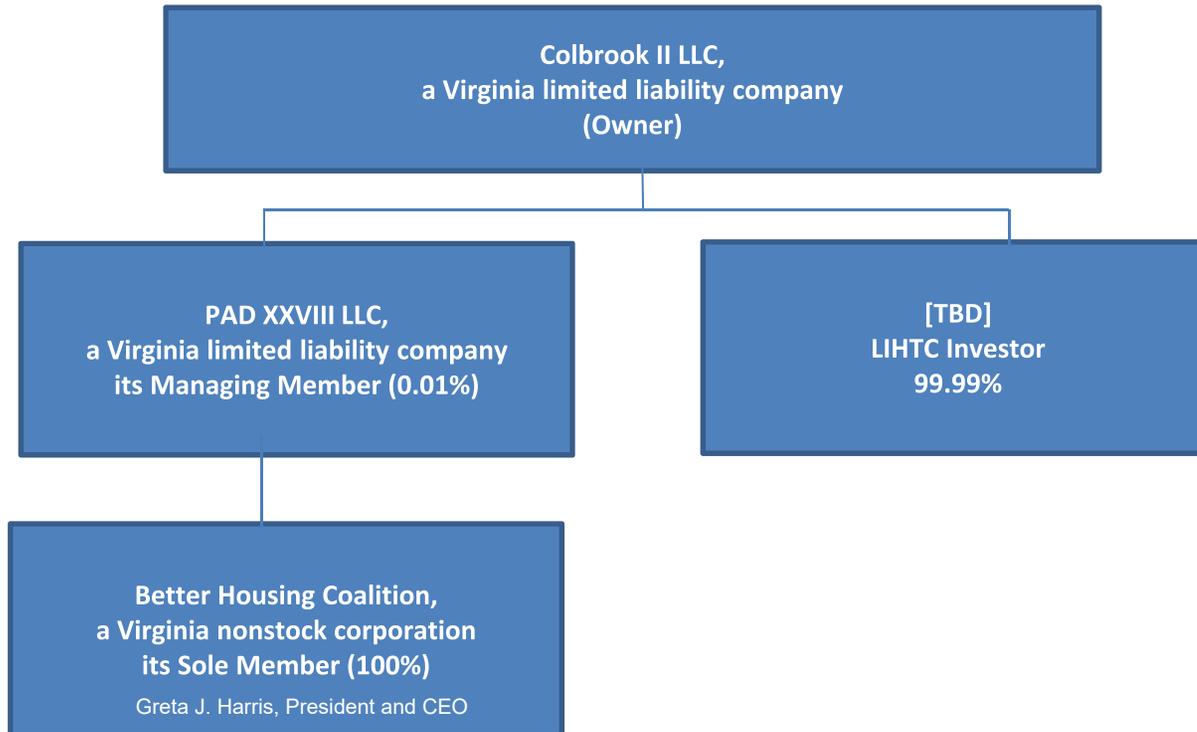
By: Better Housing Coalition,  
a Virginia nonstock corporation,  
its Sole Member

By:   
Name: Greta J. Harris  
Title: President and CEO

Pre-LIHTC Closing (Current) Organizational Chart of Owner



Post-LIHTC Closing Organizational Chart of Owner



# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Colbrook II 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 September 27, 2022; 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:

July 8, 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 & Schedule A Instructions

### **Previous Participation Certification Instructions:**

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

### **Schedule A Instructions:**

- List each Principal of the General Partner or Managing Member of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity. List all individual Principals with an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the General Partner or Managing Member of the Owner, except as follows:
- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, 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, 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, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

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

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



## Previous Participation Certification

Development Name: Colbrook II

Name of Applicant (entity): Colbrook II 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

Greta J. Harris

A handwritten signature in black ink, appearing to read "Greta J. Harris", written over the printed name.

Printed Name

September 11, 2024

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

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)



# **Tab E:**

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

## OPTION TO PURCHASE

This Option to Purchase (this "*Agreement*"), effective as of September 27, 2024 ("*Effective Date*"), is made by and between **RICHMOND AFFORDABLE HOUSING**, a Virginia nonstock corporation (the "*Optionor*"), and **COLBROOK II LLC**, a Virginia limited liability company ("*Optionee*").

### RECITALS

- A. Optionor is the owner of certain real property located in Chesterfield County, Virginia and described on the attached Exhibit A ("*Property*"), and wishes to grant Optionee an option to purchase the Property.
- B. Optionee wishes to accept the option to purchase the Property on the terms and conditions stated below.

Therefore, the parties agree as follows:

### AGREEMENT

1. **Grant of Option to Purchase.** In consideration of Optionor's receipt of \$100.00 from Optionee (which is hereby acknowledged), Optionor hereby grants to Optionee the exclusive right and option to purchase the Property (the "*Option*") at any time after the Effective Date, and ending on December 31, 2025 (the "*Option Expiration Date*").
2. **Purchase Price.** This Option shall not be recorded; however, a further agreement to be entered into between the Optionor and the Optionee, or a memorandum thereof, is expected to be executed by the Optionor and Optionee. All costs of transfer and such recordation will be borne by Optionee. The amount of the Purchase Price (as defined in the further agreement) will be equal to Six Hundred Six Thousand Eight Hundred Seventy-Eight and 00/100 Dollars (\$606,878.00) payable upon execution of such agreement in cash or by promissory note bearing interest at the applicable federal rate.
3. **Application of Consideration to Purchase Price.** If Optionee elects to purchase the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the purchase price.
4. **Exercise of Option.** Optionee may exercise the Option by giving Optionor written notice, signed by Optionee, on or before the Option Expiration Date.
5. **Proof of Title.** Optionor will, at Optionee's expense, furnish Optionee a policy of title insurance, written by a title insurer acceptable to Optionee, insuring the title to the Property on terms acceptable to Optionee.
6. **Failure to Exercise Option.** If Optionee does not exercise the Option in accordance with its terms and before the Option Expiration Date, the Option and the rights of Optionee will automatically and immediately terminate without notice. In the event Optionee fails to exercise the Option, the Optionor will retain the sum paid as consideration for the Option.
7. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed below, or when delivered personally to such party.

**Optionee:**

Colbrook II LLC  
c/o Better Housing Coalition  
P.O. Box 12117  
Richmond, VA 23241-0117

With a copy to:

Klein Hornig LLP  
1325 G St NW, Ste 770  
Washington, DC 20005

**Optionor:**

Richmond Affordable Housing  
c/o Better Housing Coalition  
P.O. Box 12117  
Richmond, VA 23241-0117

With a copy to:

Klein Hornig LLP  
1325 G St NW, Ste 770  
Washington, DC 20005

8. **Binding Effect.** This Agreement will be binding upon and inure only to the benefit of the parties to it.
9. **Marketing.** Optionor shall not market the Property or enter into any contract or option to sell the Property prior to the Option Expiration Date.
10. **Contingencies.** Optionee's exercise of the Option is contingent upon the following, without limitation: (a) the Optionee determining the feasibility of the Property and the Improvements for development, (b) the Optionee obtaining financing for the development of the Property and the Improvements, including an allocation of tax credits from the Virginia Housing Development Authority, and (c) determinations satisfactory to the Optionee that the Property and Optionee's development plan meet all applicable governmental requirements, including without limitation any review and approvals that may be required pursuant to the National Environmental Policy Act ("*NEPA*") and related requirements under 24 CFR Parts 50 or 58, if applicable.

*[signature pages follow]*

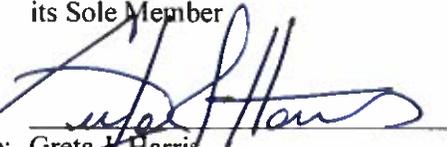
[signature page to Option to Purchase]

**OPTIONEE:**

**COLBROOK II LLC,**  
a Virginia limited liability company

By: PAD XXVIII LLC,  
a Virginia limited liability company,  
its Managing Member

By: Better Housing Coalition,  
a Virginia nonstock corporation,  
its Sole Member

By:   
Name: Greta J. Harris  
Its: President and CEO

**OPTIONOR:**

**RICHMOND AFFORDABLE HOUSING,**  
a Virginia nonstock corporation

By:   
Name: Greta J. Harris  
Its: President and CEO

Exhibit A to Option to Purchase

Property Description

That certain 5.53 acres of land that is a portion of the property described below and as depicted below.

Parcel I 13916 Jefferson Davis Highway GPIN No.: 799647812500000:

ALL that certain lot, piece or parcel of land with the improvements thereon and appurtenances thereto belonging, lying and being in Bermuda District, Chesterfield County, Virginia, and more particularly described as PARCEL A, containing 8.79 +/- acres, on that certain plat entitled "Map Showing Lots #14 and #15 Block 'A', Mid-City Farm Subdivision and A Division Thereof Situated Bermuda District, Chesterfield County, Virginia, owned by William E. Brooks", prepared by Irving Pritchett, III, Certified Land Surveyor, dated March 9, 1982, recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 1576, Page 728.

Parcel II 13920 Jefferson Davis Highway GPIN No.: 800647261600000:

ALL that certain lot, piece or parcel of land with the improvements thereon and appurtenances thereto belonging, lying and being in Bermuda District, Chesterfield County, Virginia and more particularly shown as PARCEL B, containing 1.000 +/- acre, on that certain plat entitled "Map Showing Lots #14 and #15, Block 'A', Mid-City Farm Subdivision and a Division Thereof Situated Bermuda District, Chesterfield County, Virginia, owned by William E. Brooks", prepared by Irving Pritchett, III, Certified Land Surveyor, dated March 9, 1982, a copy of which is recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 1576, Page 728.

BEING the same real estate conveyed to Richmond Affordable Housing, a Virginia nonstock corporation, by deed from Bhailalbhair R. Patel, known of record as Bhailaibhai R. Patel, and Pushpa B. Patel dated March 3, 2021, recorded March 11, 2021 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 13294, Page 262.

**SURVEY NOTES:**

PARCEL ID: 7996478125 - 8.79 ACRES  
 PARCEL ID: 8006472616 - 1.00 ACRES  
 TOTAL ACREAGE = 9.79± ACRES OF LAND

**BOUNDARY LINES ESTABLISHED BY THE FOLLOWING:**

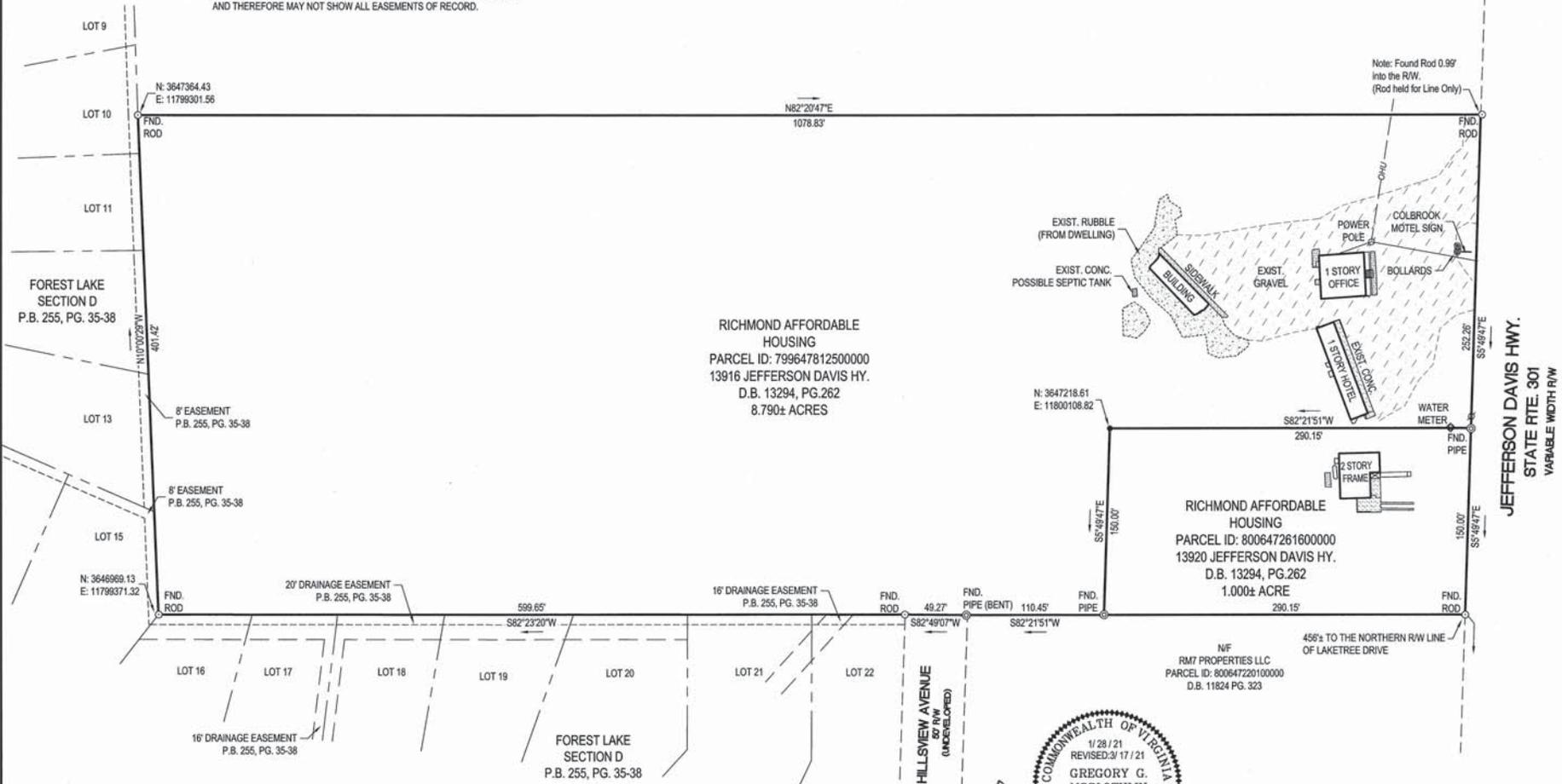
- OCCUPATION / FIELD SURVEY
- MID-CITY FARM SUBDIVISION LOTS 14 & 15 BLOCK "A" DATED: 3/09/1982
- PLAT BY TIMMONS GROUP - FOREST LAKE SEC. "D" DATED: 3/23/2018

**NOTES:**

THE MERIDIAN SOURCE OF THIS SURVEY IS BASED VIRGINIA STATE PLANE COORDINATES, SOUTH ZONE, HORIZONTAL (NAD 83). ALL DISTANCES SHOWN HEREON ARE IN US FEET.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, AND THEREFORE MAY NOT SHOW ALL EASEMENTS OF RECORD.

N/F  
 BERMUDA BAPTIST CHURCH  
 C/O MISSION COMMUNITY CHURCH  
 PARCEL ID: 799647815300001  
 D.B. 9624 PG. 354



COMMONWEALTH OF VIRGINIA  
 1/28/21  
 REVISED: 3/17/21  
 GREGORY G. MCGLOTHLIN  
 Lic. No. 2557

**SURVEYOR'S CERTIFICATE**  
 This is to certify that on 12/09/18 to the best of my professional knowledge and belief; I made an accurate field survey of the premises shown hereon, that all improvements known or visible are shown hereon; that there are no visible encroachments by improvements either from adjoining premises or from subject premises upon adjoining premises other than as shown hereon.

PLAT SHOWING  
 TWO PARCELS OF LAND  
 LOCATED WEST OF  
**STATE ROUTE 301**  
**JEFFERSON DAVIS HIGHWAY**  
 BERMUDA DISTRICT  
 CHESTERFIELD COUNTY, VIRGINIA

BERMUDA DISTRICT	Chesterfield County, VA
DATE: 1-28-2021	SCALE: AS SHOWN
SHEET 1 OF 1	J.N.: 44751
DRAWN BY: K.STARK	CHECK BY: G.McGLOTHLIN
REVISED BY: C.RODGERS	REVISED: MARCH 17, 2021

THIS DRAWING PREPARED AT THE  
**TIMMONS GROUP**  
 4725 Owens Way, Chesapeake, Virginia 23055  
 TEL: 804-541-6600 FAX: 804-458-1311 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS.  
 Site Development Residential Infrastructure Technology

**TIMMONS GROUP**



# 2500 COLBROOK STREET

Parcel ID: 799647812500000

Owner Account ID: 422111001

Tax Account ID: 125400

## Overview

<b>2024 Assessment</b>	<b>Last Sale (03/11/2021)</b>
\$1,012,500.00	\$1,200,000.00*
	* Number of lots: 2
<b>Property Info</b>	<b>Owner</b>
Parcel ID: 799647812500000	<b>RICHMOND AFFORDABLE HOUSING</b>
Owner Account ID: 422111001	Care Of: BETTER HOUSING COALITION
Tax Account ID: 125400	23 W BROAD ST STE 100
Property Class: COMM. ZONING – O, B, C	RICHMOND VA 23220
Magisterial District: BERMUDA	COMM. ZONING – O, B, C
Subdivision: COLBROOK APT	
Deeded Acreage: 7.624 acre(s)	
<b>Legal Description</b>	
JEFF DAVIS HWY PAR A	

## Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
RICHMOND AFFORDABLE HOUSING	\$1,200,000.00	03/11/2021	2	13294	262	0	0	0	0
PATEL BHAILAIBHAI R & PUSHPA B	\$80,000.00	03/16/1982	1	1576	726	0	0	0	0

## Residential Buildings

 No residential buildings available
--

## Commercial Buildings

 No commercial buildings available
---

## Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

## Land

Details	Water	Utilities	Streets
<b>Deeded Acreage:</b> 7.624 acre(s)	<b>County Water:</b> Not Available	<b>Gas:</b> Not Available	<b>Paved Streets:</b> Available
<b>Flood Plain:</b> 0 acre(s)	<b>County Sewer:</b> Not Available	<b>Electricity:</b> Connected	<b>Storm Drains:</b> Not Available
<b>Easement:</b> 0 acre(s)	<b>Well:</b> Connected		<b>Curbing:</b> Not Available
<b>RPA (Resource Protection Area):</b> 0 acre(s)	<b>Septic:</b> Connected		

Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: [utilities@chesterfield.gov](mailto:utilities@chesterfield.gov), or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

## Zoning

RMF-RESIDENTIAL MULTI FAM
---------------------------

Always contact the Chesterfield County Planning Department (call 804-748-1050, email: [planning@chesterfield.gov](mailto:planning@chesterfield.gov), or write Planning Dept.; P.O. Box 40; Chesterfield, VA 23832) to verify zoning for any parcel of land.

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the Internet is specifically authorized by the Code of Virginia 58.1-3122.2 (as amended).

Please note that these assessment records are not the official assessment records of Chesterfield County. Official records are located in the Office of the Real Estate Assessor. While the Office of the Real Estate Assessor has attempted to ensure that the assessment data contained herein is accurate and reflects the property's characteristics, Chesterfield County makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Also, the ownership and subdivision plat information available on this website are not the official records. The official ownership records and subdivision plats are located in the Clerk of Circuit Court's office. Chesterfield County does not assume any liability associated with the use or misuse of this real estate assessment data, ownership or subdivision plat information.



# 2501 COLBROOK STREET

Parcel ID: 800647261600000  
Owner Account ID: 422111001  
Tax Account ID: 125755

## Overview

<b>2024 Assessment</b>	<b>Last Sale (03/11/2021)</b>
\$108,000.00	\$1,200,000.00*
	* Number of lots: 2
<b>Property Info</b>	<b>Owner</b>
Parcel ID: 800647261600000 Owner Account ID: 422111001 Tax Account ID: 125755 Property Class: COMM. ZONING – O, B, C Magisterial District: BERMUDA Subdivision: COLBROOK APT Deeded Acreage: 0.899 acre(s)	<b>RICHMOND AFFORDABLE HOUSING</b> Care Of: BETTER HOUSING COALITION 23 W BROAD ST STE 100 RICHMOND VA 23220 COMM. ZONING – O, B, C
<b>Legal Description</b>	
PARCEL B	

## Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
RICHMOND AFFORDABLE HOUSING	\$1,200,000.00	03/11/2021	2	13294	262	0	0	0	0
PATEL BHAILAIBHAI R & PUSHPA B	\$90,000.00	05/20/1994	1	2531	910	0	0	0	0
BROOKS WILLIAM E & AUDREY W	\$0.00	01/01/1900	1	443	119	0	0	0	0

## Residential Buildings

 No residential buildings available
--

## Commercial Buildings

 No commercial buildings available
---

## Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

## Land

Details	Water	Utilities	Streets
<b>Deeded Acreage:</b> 0.899 acre(s)	<b>County Water:</b> Connected	<b>Gas:</b> Not Available	<b>Paved Streets:</b> Available
<b>Flood Plain:</b> 0 acre(s)	<b>County Sewer:</b> Not Available	<b>Electricity:</b> Connected	<b>Storm Drains:</b> Not Available
<b>Easement:</b> 0 acre(s)	<b>Well:</b> Not Available		<b>Curbing:</b> Not Available
<b>RPA (Resource Protection Area):</b> 0 acre(s)	<b>Septic:</b> Connected		

Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: [utilities@chesterfield.gov](mailto:utilities@chesterfield.gov), or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

## Zoning

RMF-RESIDENTIAL MULTI FAM
---------------------------

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**Colbrook Assessments 2024**

2500 Colbrook Street	\$ 1,012,500.00	
2501 Colbrook Street	\$ 108,000.00	
		<b>\$ 1,120,500.00</b>

# **Tab F:**

RESNET Rater Certification (MANDATORY)



Appendix F  
RESNET Rater Certification of Development Plans

Project Name: Colbrook Building II

Project Address: 2500 Colbrook Hills Street, Chester, VA

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

In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

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

**In addition provide HERS rating documentation as specified in the manual**

**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 lower**  
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 lower.**  
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.

**FALSE Earthcraft Certification** - The development's design meets the criteria to obtain EarthCraft Multifamily program Gold certification or higher

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

**FALSE National Green Building Standard (NGBS)** - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification

**FALSE Enterprise Green Communities** - The developmen's design meets the criteria for meeting meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

**\*\*\*Please Note Raters must have completed 500+ ratings in order to certify this form**

Signed: 

Date: 7/15/24

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency  
Viridiant

Signature 

Provider Contact and Phone/Email Sean Shanley: (804)225-9843 / sean.shanley@viridiant.org

## 2024 Pre-Review Comments Colbrook Building II



### Project Address

2500 Colbrook Hills Street  
Chester, VA 23831

### Project Summary

Colbrook Building II is a 3 story, new construction multifamily development, comprised of 47 units and located in Chester, VA. Better Housing Coalition plans to construct the project using 4% LIHTC funding. As part of their funding application the project is seeking the following certification(s): ENERGY STAR Multifamily New Construction v1.1. of is the primary architect contact for the project.

### Unit Level Summary

Unit-level models were generated using Ekotrope v4.2.2 based on the proposed scope and plans provided by the project team dated: **December 8, 2023**

### Modeling Summary

#### Enclosure:

- R-10 slab edge insulation, 2' depth
- R-21 Grade I cavity insulation, 2x6 16 O.C. in exterior above grade walls
- R-21 Rim & band exterior insulation
- R-15 Grade I cavity insulation in party walls and adiabatic ceilings/floors
- R-49 Insulation at Roofline at vented attic conditions
- R-35 Insulation at Flat roof locations
- ≤ 0.35 U-Value exterior patio doors
- U-factor ≤0.35 and 0.40 SHGC windows
- U-factor ≤0.24 and 0.27 SHGC windows at below units:  
Unit 110, 310, 300, 202,102,112,104,105, 321

#### Program Notes/Assumptions:

ENERGY STAR/2009 IECC  
ENERGY STAR/2009 IECC

#### Mechanicals:

- SEER 18, HSPF 9, 18k air source heat pump, programmable thermostat
- .93 UEF 40 gallon hot water heater
- .30 CFM50 per square foot building envelope blower door
- 4% duct leakage to the outside, 6% total duct leakage
- Ducts within conditioned space and insulated to R-6
- DOAS mechanical ventilation with Energy Recovery Wheel (77% recovery assumed)

ASSUMED/ NO EFFICIENCY  
ENERGY STAR/.93 UEF REQ  
ENERGY STAR  
ENERGY STAR  
ENERGY STAR  
ENERGY STAR

#### Lights, Appliances, and Plumbing:

- ENERGY STAR certified appliances
  - 616 kWh/yr refrigerator
  - 270 kWh/yr dishwasher
  - Energy Star Washer
  - Moisture Sensing Dryer
- Advanced lighting 100% CFL or LED
- No Ceiling Fans Included
- Low Flow Plumbing Fixtures

ENERGY STAR  
ENERGY STAR  
ENERGY STAR  
ENERGY STAR  
ENERGY STAR  
ENERGY STAR  
Must be ENERGY STAR rated  
ENERGY STAR

### Ekotrope Models HERS Scores:

Unit Type	Quantity	HERS	ES Target	Difference +/-
1BR Lower 114,214,208	3	58	66	8
1BR 3rd Floor 308	1	58	65	7
1BR Lower 108,203	2	60	66	6
1BR 3rd Floor 314	1	63	67	4
1BR 3rd Floor 303	1	61	66	5
1BR 1st Floor 103	1	59	66	7
2BR Lower 202,102,112,104,105	5	62	66	4
2BR 3rd Floor 302	1	58	65	7
2BR 3rd Floor 312	1	60	68	8
2BR Lower 212,120,101	3	61	62	1
2BR Lower 204,205,219,207,100	5	61	62	1
2BR 3rd Floor 304	1	61	65	4
2BR 3rd Floor 321	1	63	63	0
2BR 2nd Floor 221	1	63	64	1

2BR Lower 121,200	2	62	63	1
2BR 3rd Floor 305,301	2	59	64	5
2BR 3rd Floor 319	1	57	63	6
2BR 2nd Floor 201	1	59	63	4
2BR 1st Floor 119,107	2	59	64	5
2BR 3rd Floor 307	1	58	67	9
2BR 3rd Floor 300	1	62	62	0
3BR 2nd Floor 210, 206	2	58	64	6
3BR 3rd Floor 310	1	61	63	2
3BR 3rd Floor 306	1	56	67	11
3BR 1st Floor 106	1	58	65	7
3BR 1st Floor 110	1	62	63	1
3BR 3rd Floor 320	1	64	64	0
3BR 2nd Floor 220	1	59	65	6
3BR 2nd Floor 209	1	52	66	14
3BR 3rd Floor 309	1	56	66	10
<b>Projected Project HERS - Weighted Average</b>	<b>47</b>	<b>9</b>		

ENERGY STAR Multifamily New Construction v1.1 requires the project to have a maximum HERS index in compliance with the ENERGY STAR floating target HERS index and completion of all required ENERGY STAR checklists.

If any information used to generate the energy models does not accurately reflect the project scope, please

Sincerely,



Project Team Acceptance: \_\_\_\_\_ / MDW (Initial)

Stacey Smith  
Project Manager, Viridiant

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: vjJrDj3v

## HERS® Index Score:

# 61

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

# \$722

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

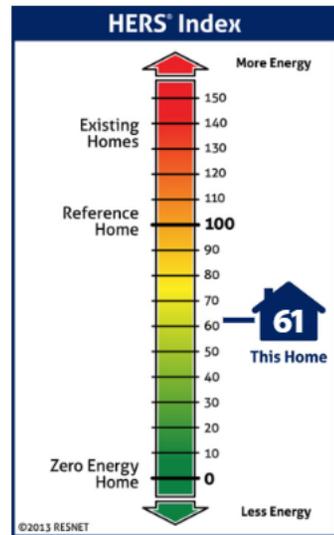
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.8	\$110
Cooling	2.0	\$76
Hot Water	4.0	\$155
Lights/Appliances	10.4	\$401
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>19.3</b>	<b>\$832</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:	1br Top - 1B1 - 303
Community:	Colbrook Bldg 2
Conditioned Floor Area:	684 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.33 ACH50)
Ventilation:	50 CFM • 35.4 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-36
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: vpOr8lyd

## HERS® Index Score:

# 61

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

# \$846

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

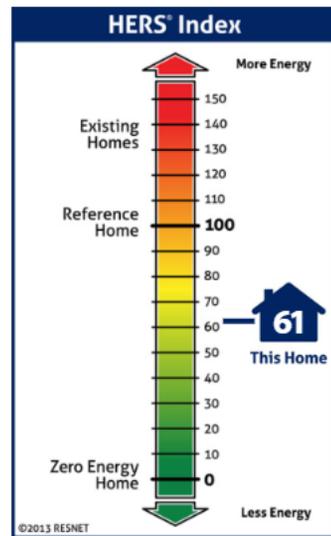
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.6	\$175
Cooling	1.8	\$71
Hot Water	5.1	\$194
Lights/Appliances	12.6	\$485
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>24.1</b>	<b>\$1,016</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:	2br Lower - 2B1 - 100
Community:	Colbrook Bldg 2
Conditioned Floor Area:	790 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.84 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: vDKjo85d

## HERS® Index Score:

# 62

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

# \$817

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

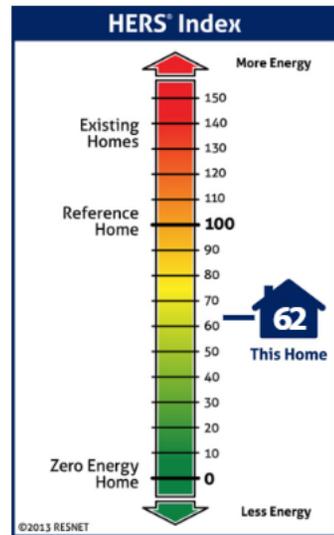
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.2	\$122
Cooling	2.3	\$87
Hot Water	5.4	\$206
Lights/Appliances	12.6	\$485
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>23.4</b>	<b>\$991</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:	2br Lower - 2A1 - 121
Community:	Colbrook Bldg 2
Conditioned Floor Area:	806 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.98 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: L7a490Bv

## HERS® Index Score:

# 63

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

# \$714

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

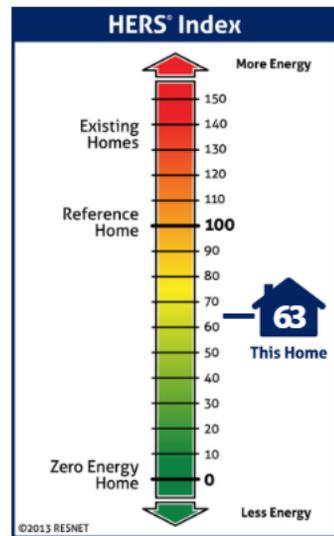
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.8	\$146
Cooling	2.1	\$79
Hot Water	4.0	\$153
Lights/Appliances	10.3	\$398
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>20.2</b>	<b>\$867</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:	1br Top - 1B1 - 314
Community:	Colbrook Bldg 2
Conditioned Floor Area:	663 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.24 ACH50)
Ventilation:	50 CFM • 35.4 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: LMk40m7v

## HERS® Index Score:

# 61

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

# \$844

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

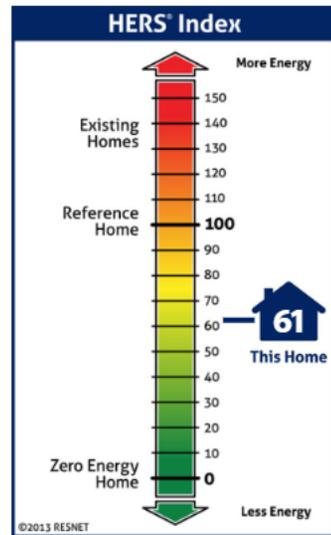
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.7	\$144
Cooling	2.1	\$81
Hot Water	5.1	\$194
Lights/Appliances	12.6	\$485
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>23.5</b>	<b>\$995</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:	2br Lower - 2B1 - 101
Community:	Colbrook Bldg 2
Conditioned Floor Area:	790 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.99 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: dxmraJzv

## HERS® Index Score:

# 62

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

# \$775

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

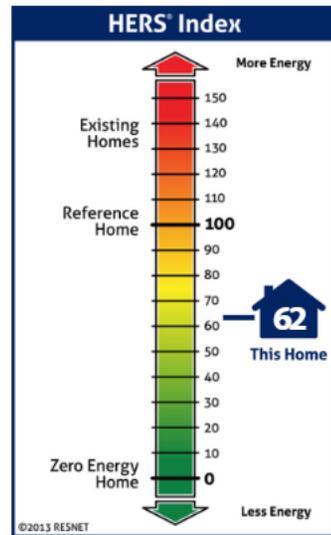
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.6	\$99
Cooling	1.4	\$55
Hot Water	5.4	\$207
Lights/Appliances	12.5	\$482
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>21.9</b>	<b>\$934</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:	2br Lower - 2B1 - 102
Community:	Colbrook Bldg 2
Conditioned Floor Area:	786 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.39 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: d1Wla5w2

## 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

# \$833

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

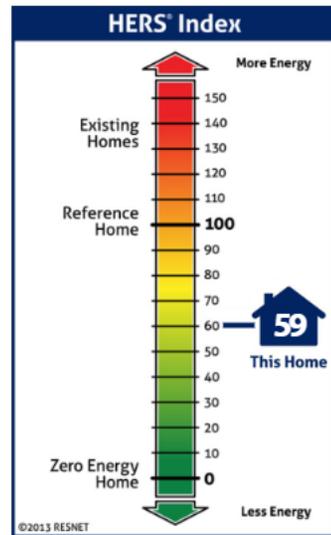
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	1.6	\$60
Cooling	1.5	\$59
Hot Water	5.3	\$206
Lights/Appliances	12.7	\$490
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>21.2</b>	<b>\$907</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:	2br Lower - 2B1 - 107
Community:	Colbrook Bldg 2
Conditioned Floor Area:	838 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.35 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: dxmraEmv

## 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

# \$911

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

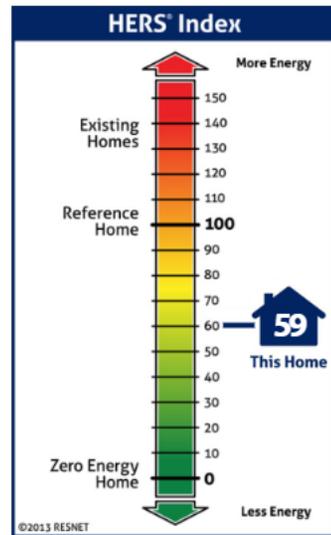
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.2	\$121
Cooling	2.7	\$103
Hot Water	5.0	\$194
Lights/Appliances	12.8	\$491
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>23.6</b>	<b>\$1,000</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:	2br Mid - 2B1 - 201
Community:	Colbrook Bldg 2
Conditioned Floor Area:	829 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.28 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: L0VG908v

## HERS® Index Score:

# 63

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

# \$830

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

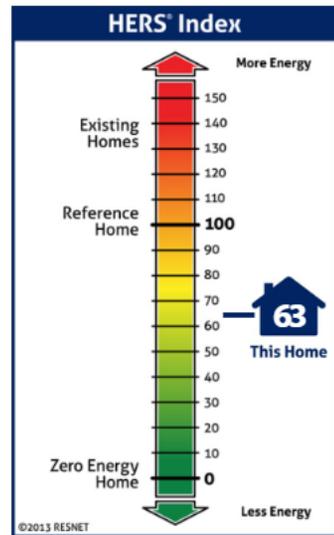
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.2	\$122
Cooling	3.0	\$114
Hot Water	5.4	\$206
Lights/Appliances	12.6	\$485
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>24.1</b>	<b>\$1,019</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:	2br Mid - 2A1 - 221
Community:	Colbrook Bldg 2
Conditioned Floor Area:	806 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.29 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: vpOr5a4d

## HERS® Index Score:

# 62

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

# \$926

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

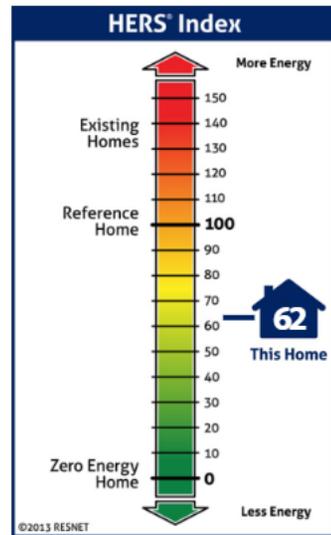
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.6	\$213
Cooling	3.0	\$114
Hot Water	5.0	\$193
Lights/Appliances	12.9	\$494
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>26.4</b>	<b>\$1,105</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:	2br Top - 2B1 - 300
Community:	Colbrook Bldg 2
Conditioned Floor Area:	853 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.95 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: vg0rPJz2

## 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

# \$907

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

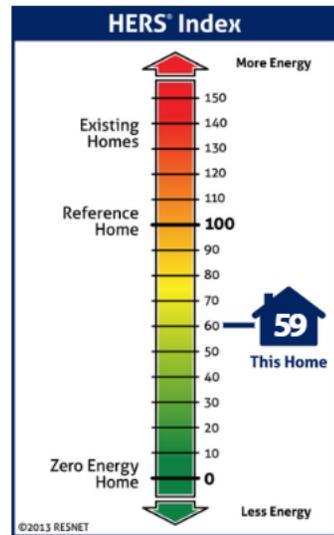
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.1	\$120
Cooling	2.8	\$108
Hot Water	5.0	\$194
Lights/Appliances	12.8	\$491
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>23.7</b>	<b>\$1,003</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:	2br Top- 2B1 - 301
Community:	Colbrook Bldg 2
Conditioned Floor Area:	829 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.28 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-36
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: LXEyDg6d

## 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

# \$848

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

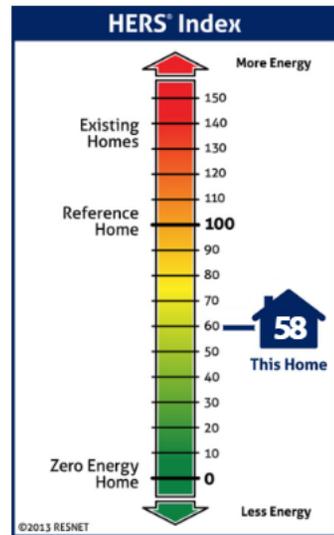
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	1.8	\$68
Cooling	1.8	\$69
Hot Water	5.1	\$194
Lights/Appliances	12.5	\$482
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>21.1</b>	<b>\$905</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:	2br Top- 2B1 - 302
Community:	Colbrook Bldg 2
Conditioned Floor Area:	786 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.69 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-36
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: dmarWjMd

## 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

# \$876

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

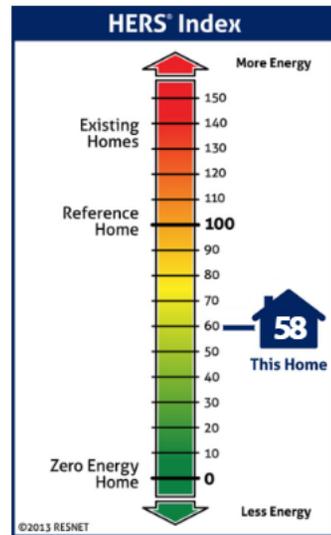
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	1.8	\$70
Cooling	2.2	\$84
Hot Water	5.3	\$206
Lights/Appliances	12.8	\$493
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>22.1</b>	<b>\$943</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:	2br Top- 2B1 - 307
Community:	Colbrook Bldg 2
Conditioned Floor Area:	843 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.67 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-36
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: 26r09KW2

## HERS® Index Score:

# 63

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

# \$881

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

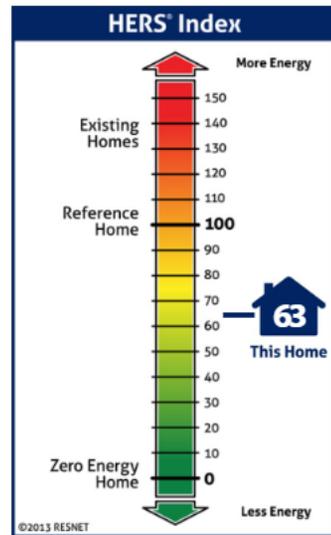
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.6	\$216
Cooling	2.8	\$107
Hot Water	5.4	\$206
Lights/Appliances	12.6	\$485
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>26.4</b>	<b>\$1,104</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:	2br Top- 2A1 - 321
Community:	Colbrook Bldg 2
Conditioned Floor Area:	806 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.06 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: vg0rDxx2

## HERS® Index Score:

# 61

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

# \$816

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

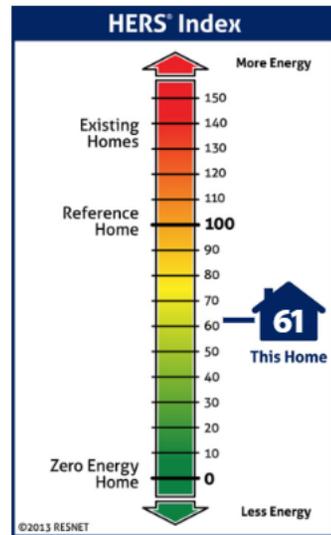
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.3	\$87
Cooling	2.2	\$85
Hot Water	5.0	\$194
Lights/Appliances	12.6	\$483
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>22.1</b>	<b>\$941</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:	2br Top- 2B1 - 304
Community:	Colbrook Bldg 2
Conditioned Floor Area:	791 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.69 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-36
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: vobrReOd

## 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

# \$796

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

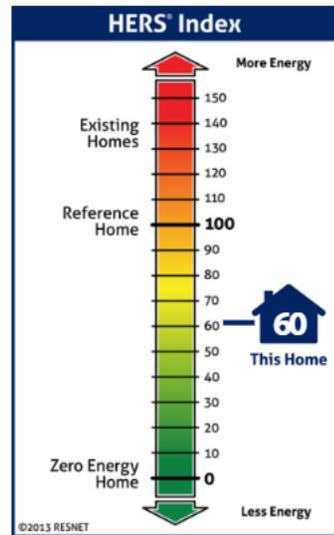
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.9	\$150
Cooling	2.0	\$78
Hot Water	3.9	\$151
Lights/Appliances	10.8	\$417
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>20.7</b>	<b>\$886</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:	2BRTop - 2B1 - 312
Community:	Colbrook Bldg 2
Conditioned Floor Area:	790 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.21 ACH50)
Ventilation:	50 CFM • 35.4 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: Le6rAyzd

## 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

# \$881

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

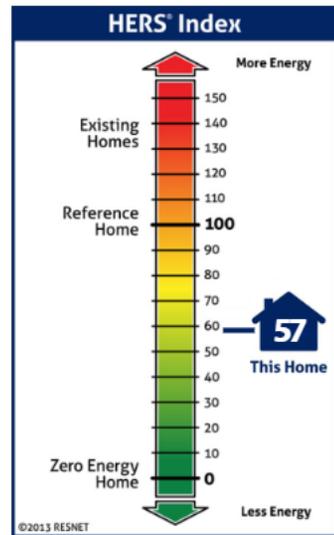
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	1.2	\$48
Cooling	2.1	\$81
Hot Water	5.0	\$194
Lights/Appliances	12.7	\$488
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>21.1</b>	<b>\$902</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:	2br Top- 2B1 - 319
Community:	Colbrook Bldg 2
Conditioned Floor Area:	826 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.69 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-36
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: dWPBA3Ev

## HERS® Index Score:

# 62

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

# \$928

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

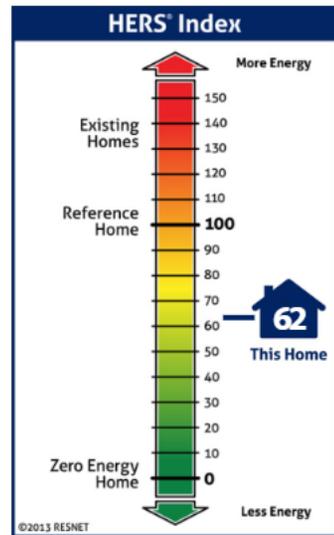
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.1	\$194
Cooling	1.9	\$75
Hot Water	6.7	\$257
Lights/Appliances	13.9	\$532
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>27.6</b>	<b>\$1,149</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:	3br Lower - 3B1 - 110
Community:	Colbrook Bldg 2
Conditioned Floor Area:	955 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.88 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.24, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: Le6r385d

## 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

# \$946

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

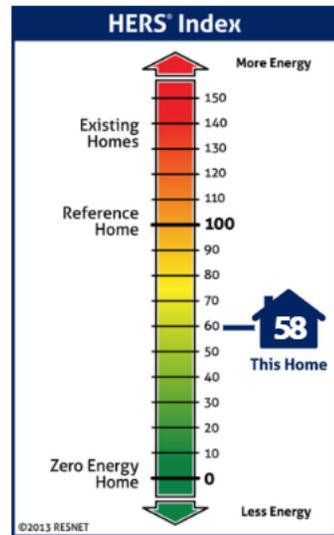
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.4	\$92
Cooling	1.6	\$62
Hot Water	6.6	\$255
Lights/Appliances	13.8	\$531
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>24.4</b>	<b>\$1,032</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:	3br Lower - 3B1 - 106
Community:	Colbrook Bldg 2
Conditioned Floor Area:	943 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.36 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: LVpVRn3v

## 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

# \$1,111

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

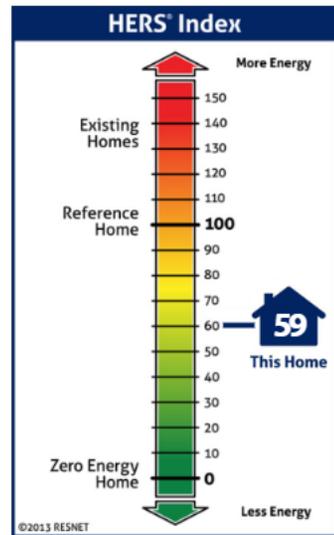
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.3	\$165
Cooling	3.1	\$118
Hot Water	7.1	\$271
Lights/Appliances	14.8	\$568
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>29.2</b>	<b>\$1,213</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:	3br Mid - 3A1 - 220
Community:	Colbrook Bldg 2
Conditioned Floor Area:	1,204 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.11 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: LbpyJj9v

## 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

# \$1,017

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

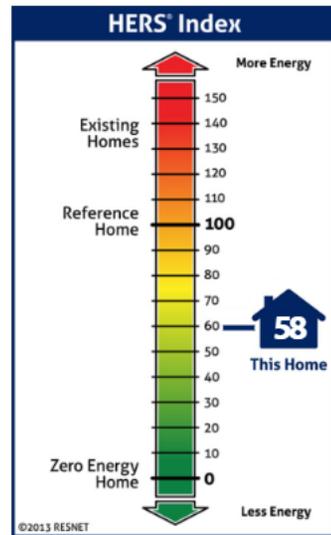
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.5	\$136
Cooling	2.4	\$91
Hot Water	6.7	\$258
Lights/Appliances	13.9	\$533
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>26.5</b>	<b>\$1,108</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:	3br Mid - 3B1 - 210
Community:	Colbrook Bldg 2
Conditioned Floor Area:	955 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.20 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: vngrmb92

## 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

# \$1,197

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

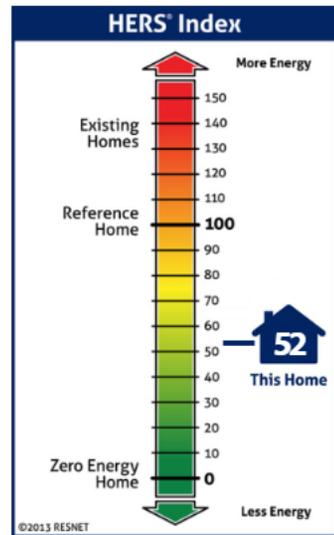
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	0.9	\$36
Cooling	1.9	\$73
Hot Water	7.0	\$269
Lights/Appliances	15.3	\$587
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>25.1</b>	<b>\$1,056</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:	3br Mid - 3B2 - 209
Community:	Colbrook Bldg 2
Conditioned Floor Area:	1,321 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 0.42 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: L7a499jv

## HERS® Index Score:

# 64

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

# \$1,095

\*Relative to an average U.S. home

## Home:

13916 VA Route 1/301  
Chester, VA 23831

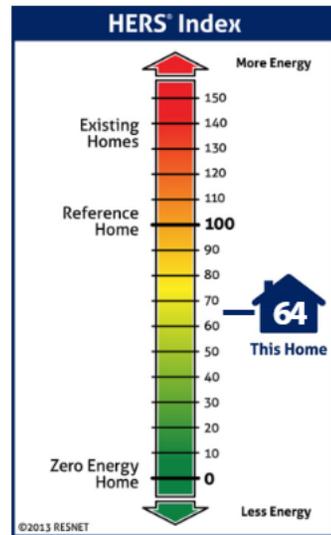
## Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.4	\$280
Cooling	3.8	\$146
Hot Water	7.1	\$269
Lights/Appliances	14.8	\$566
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>33.1</b>	<b>\$1,351</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:	3br Top - 3A1 - 320
Community:	Colbrook Bldg 2
Conditioned Floor Area:	1,204 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.17 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: dq3rW072

## 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

# \$980

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

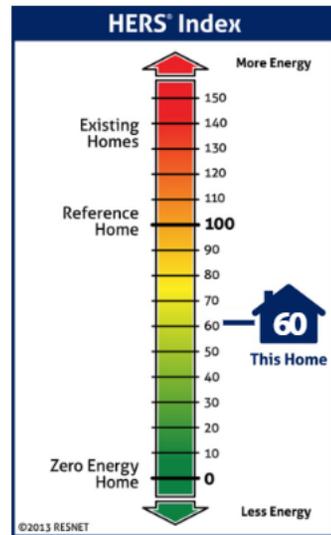
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.3	\$126
Cooling	2.7	\$102
Hot Water	7.2	\$278
Lights/Appliances	13.8	\$530
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>27.0</b>	<b>\$1,127</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:	3br Top - 3B1 - 306
Community:	Colbrook Bldg 2
Conditioned Floor Area:	938 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.37 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-36
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: 26r09oa2

## 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

# \$1,181

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

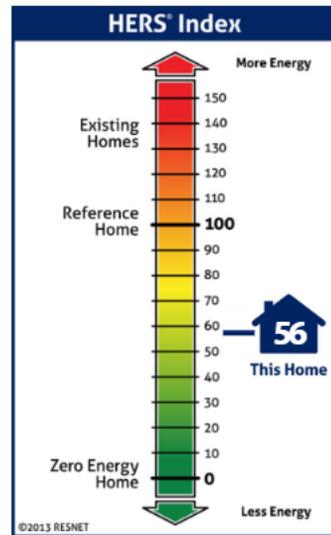
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.1	\$120
Cooling	2.9	\$112
Hot Water	7.0	\$269
Lights/Appliances	15.3	\$587
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>28.3</b>	<b>\$1,178</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:	3br Top - 3B2 - 309
Community:	Colbrook Bldg 2
Conditioned Floor Area:	1,321 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.11 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-36
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: dmarno6d

## HERS® Index Score:

# 61

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

# \$1,007

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

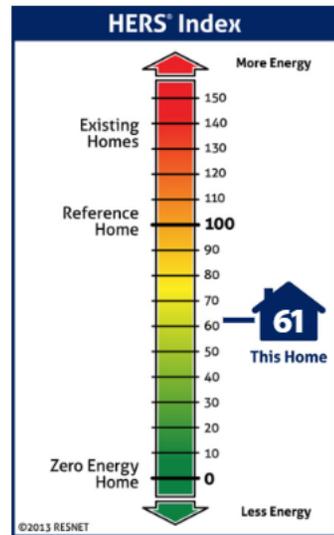
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.6	\$215
Cooling	3.0	\$114
Hot Water	6.7	\$257
Lights/Appliances	13.9	\$531
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>29.1</b>	<b>\$1,208</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:	3br Top - 3B1 - 310
Community:	Colbrook Bldg 2
Conditioned Floor Area:	955 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.21 ACH50)
Ventilation:	100 CFM • 70.7 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.25, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: ILVzrB3L

## 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

# \$732

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

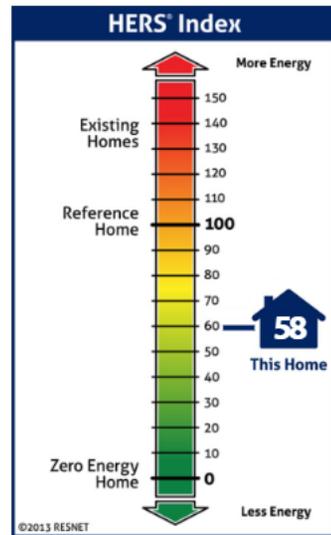
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.4	\$94
Cooling	1.0	\$39
Hot Water	4.0	\$153
Lights/Appliances	10.4	\$402
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>17.8</b>	<b>\$778</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:	1br Bottom - 1A1 - Unit 114
Community:	Colbrook Bldg 2
Conditioned Floor Area:	674 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.43 ACH50)
Ventilation:	50 CFM • 35.4 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: vDKjokjd

## 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

# \$704

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

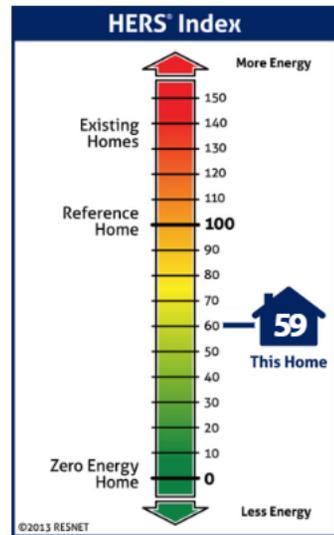
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	1.8	\$69
Cooling	1.2	\$46
Hot Water	4.0	\$155
Lights/Appliances	10.5	\$403
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>17.5</b>	<b>\$763</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:	1br Lower - 1B1 - 103
Community:	Colbrook Bldg 2
Conditioned Floor Area:	694 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.34 ACH50)
Ventilation:	50 CFM • 35.4 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: 25YM7qx2

## 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

# \$683

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

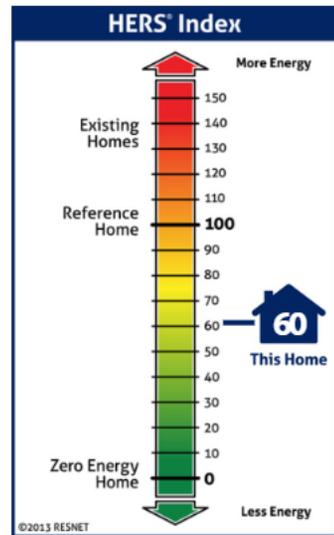
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.1	\$82
Cooling	1.4	\$53
Hot Water	4.0	\$153
Lights/Appliances	10.3	\$398
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>17.8</b>	<b>\$777</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:	1br Lower - 1B1 - 108
Community:	Colbrook Bldg 2
Conditioned Floor Area:	663 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.47 ACH50)
Ventilation:	50 CFM • 35.4 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-15
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2024-07-16

Registry ID:

Ekotrope ID: dkgr74rd

## 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

# \$779

\*Relative to an average U.S. home

**Home:**  
13916 VA Route 1/301  
Chester, VA 23831

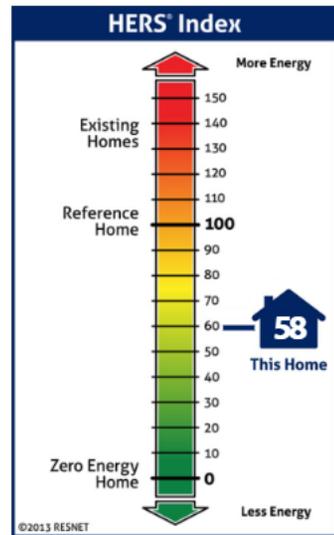
**Builder:**

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.2	\$125
Cooling	1.5	\$59
Hot Water	4.0	\$153
Lights/Appliances	10.4	\$402
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>19.2</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, inside unit
Model:	1br Top - 1A1 - Unit 308
Community:	Colbrook Bldg 2
Conditioned Floor Area:	674 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.43 ACH50)
Ventilation:	50 CFM • 35.4 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-36
Window Type:	U-Value: 0.35, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-15

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 7/17/24 at 12:52 PM



# **Tab G:**

Zoning Certification Letter (MANDATORY)



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
www.timmons.com

## Zoning Certification

DATE: 7/1/2024

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

RE: ZONING CERTIFICATION

Name of Development: Colbrook II

Name of Owner/Applicant: Colbrook II LLC

Name of Seller/Current Owner: Richmond Affordable Housing

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:

2500 Colbrook Hls Street  
Chester VA 23831

Legal Description:

See attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>47</u>	# Units	<u>1</u>	# Buildings	<u>50,424.95</u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	_____	# Units	_____	# Buildings	_____	Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	_____	# Units	_____	# Buildings	_____	Total Floor Area Sq. Ft.

## Zoning Certification, cont'd

Current Zoning: R-MF w/CUPD allowing a density of 17 units per acre, and the following other applicable conditions: \_\_\_\_\_

### Other Descriptive Information:

47-unit multifamily building which is part of a larger twinned development.

### 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

Shawn A. Smith

Printed Name

Senior Project Manager

Title of Local Official or Civil Engineer

804.200.6500

Phone:

7/1/2024

Date:

### NOTES TO LOCALITY:

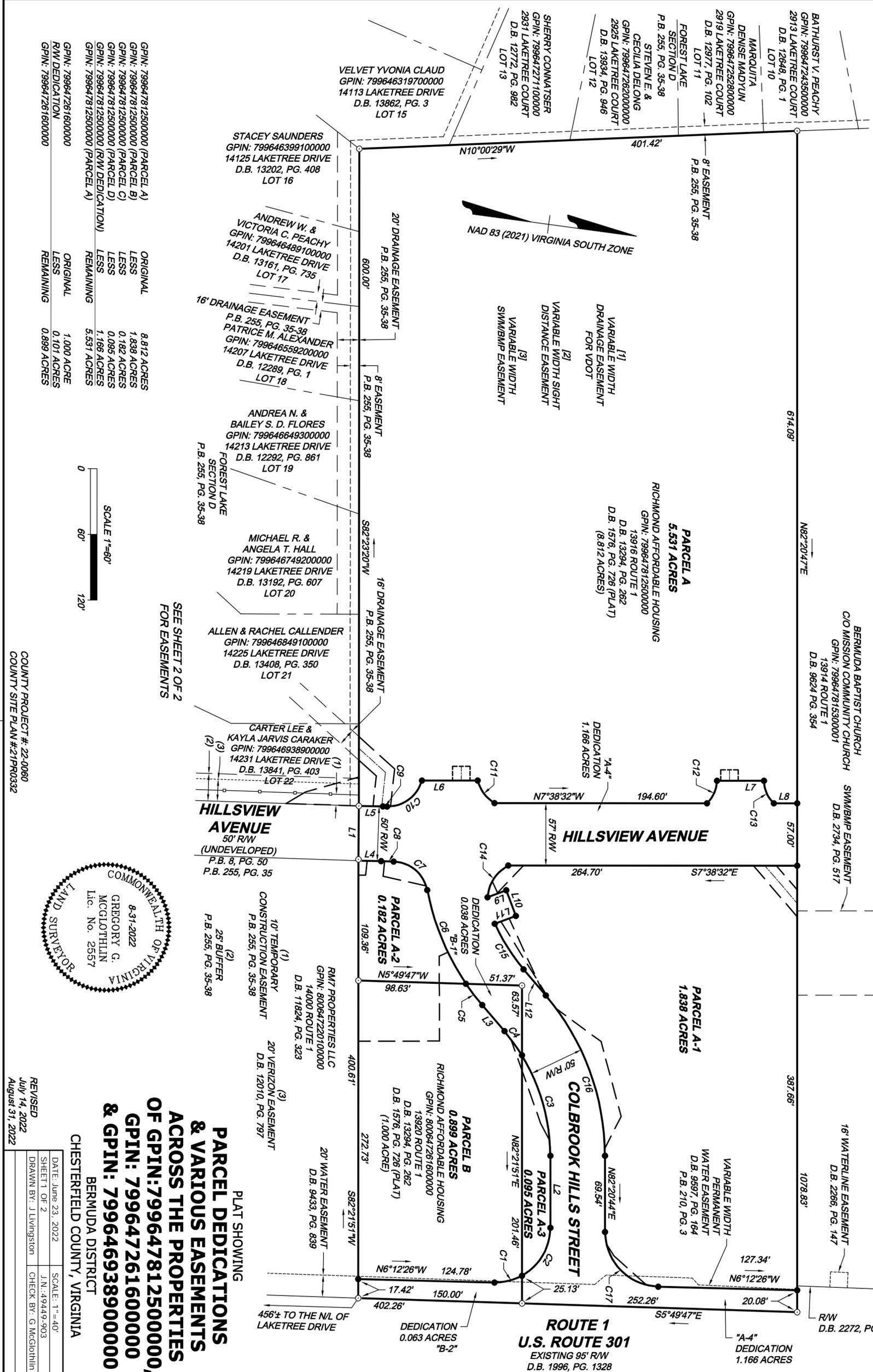
1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	50.00'	26.21'	13.41'	30°01'46"	N21°31'17"W	25.91'
C2	50.00'	53.60'	29.70'	61°25'04"	N68°56'42"W	51.07'
C3	175.00'	96.64'	49.59'	31°38'27"	S66°31'30"W	95.42'
C4	175.00'	27.33'	13.69'	8°56'47"	S46°13'53"W	27.30'
C5	225.00'	24.38'	12.20'	6°12'26"	S44°51'42"W	24.36'
C6	225.00'	93.35'	47.86'	23°46'17"	S59°51'04"W	92.68'
C7	32.17'	43.60'	25.89'	77°39'20"	S32°40'01"W	40.34'
C8	1025.00'	11.59'	5.79'	0°38'52"	N6°04'45"W	11.59'
C9	975.00'	3.92'	1.96'	0°13'49"	N5°52'14"W	3.92'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C10	32.00'	42.90'	25.37'	76°48'38"	N44°23'28"W	39.76'
C11	33.00'	26.52'	14.02'	46°02'49"	N45°39'13"E	25.81'
C12	27.50'	23.13'	12.30'	48°11'53"	N73°32'35"W	22.46'
C13	27.50'	23.13'	12.30'	48°11'53"	N58°15'31"E	22.46'
C14	34.00'	36.19'	20.02'	60°58'56"	S64°21'33"E	34.50'
C15	175.00'	49.57'	24.95'	16°13'45"	N49°52'22"E	49.40'
C16	225.00'	159.39'	83.20'	40°35'15"	N62°03'07"E	156.07'
C17	50.00'	77.28'	48.75'	88°33'10"	N38°04'08"E	69.81'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S82°49'18"W	48.93'
L2	S82°20'44"W	65.75'
L3	S41°45'29"W	31.36'
L4	S6°24'00"E	20.76'
L5	N6°21'48"W	22.01'
L6	N7°38'32"W	51.00'

LINE TABLE		
LINE	BEARING	LENGTH
L7	N7°38'32"W	43.00'
L8	N7°38'32"W	21.38'
L9	N28°14'41"W	18.26'
L10	N61°45'19"E	25.00'
L11	S28°14'41"E	20.67'
L12	N41°45'29"E	31.36'



SEE SHEET 2 OF 2 FOR EASEMENTS

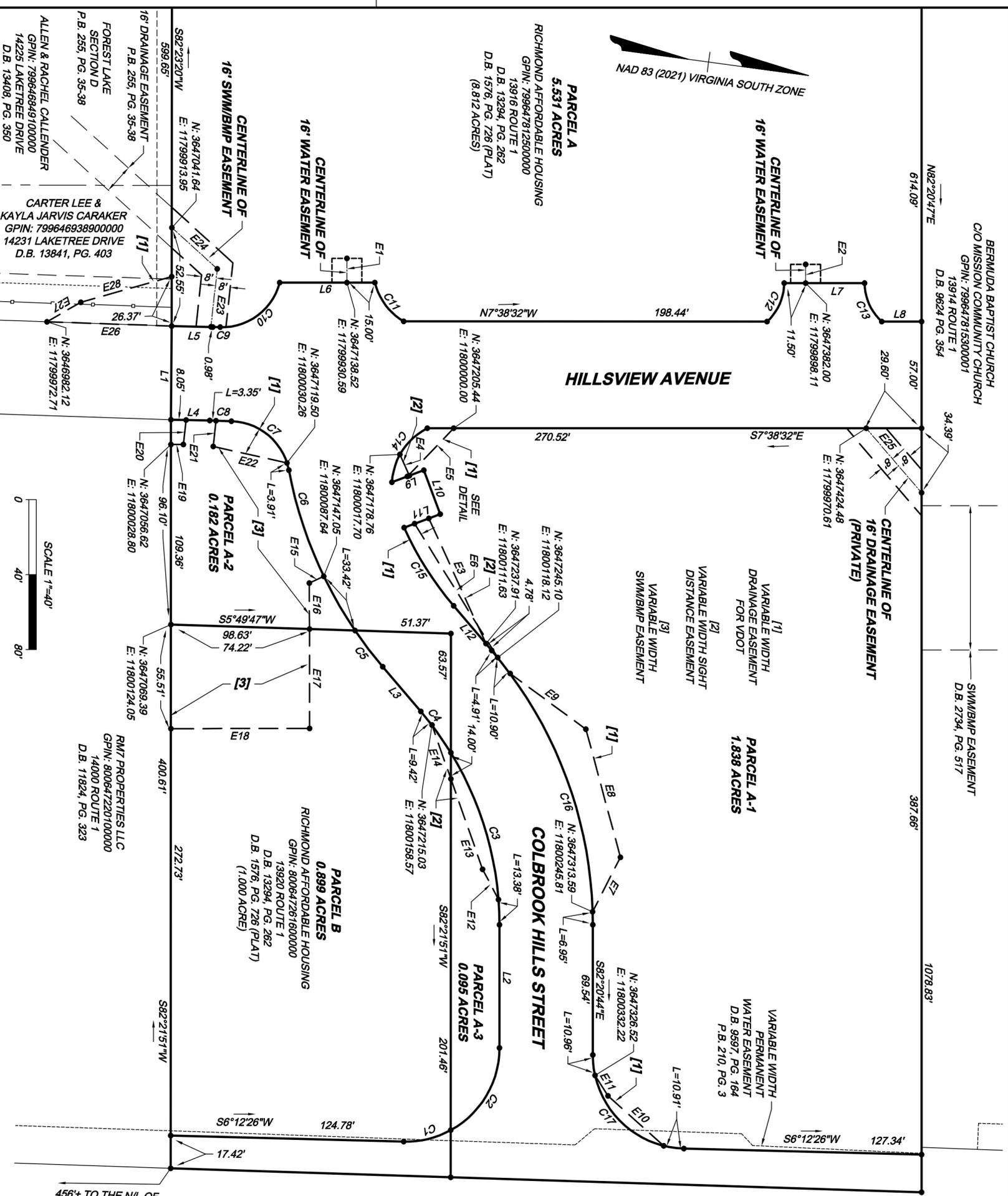
**PLAT SHOWING  
PARCEL DEDICATIONS  
& VARIOUS EASEMENTS  
ACROSS THE PROPERTIES  
OF GPIN:799647812500000,  
GPIN: 799647261600000  
& GPIN: 799646938900000**

BERMUDA DISTRICT  
CHESTERFIELD COUNTY, VIRGINIA



REVISOR  
DATE: June 23, 2022  
SHEET 1 OF 2  
DRAWN BY: J. Livingston  
CHECK BY: G. McGlothlin

REVISED  
July 14, 2022  
August 31, 2022



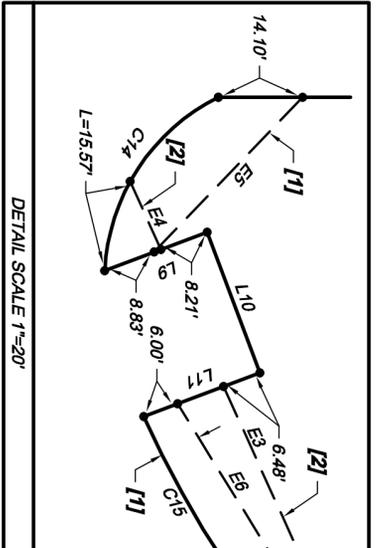
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
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C9	975.00'	3.92'	1.96'	0°13'49"	N5°52'14"W	3.92'

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C10	32.00'	42.90'	25.37'	76°48'38"	N44°23'28"W	38.76'
C11	33.00'	26.52'	14.02'	46°02'49"	N45°39'19"E	25.81'
C12	27.50'	23.13'	12.30'	48°11'53"	N73°32'35"W	22.46'
C13	27.50'	23.13'	12.30'	48°11'53"	N58°15'31"E	22.46'
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C15	175.00'	49.57'	24.95'	16°13'45"	N49°52'22"E	49.40'
C16	225.00'	159.39'	83.20'	40°35'15"	N62°03'07"E	156.07'
C17	50.00'	77.28'	48.75'	88°33'10"	N38°04'08"E	69.81'



LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
E1	S82°21'28"W	13.00'	E15	S32°30'18"E	8.48'
E2	N82°21'28"E	10.00'	E16	N82°13'46"E	24.54'
E3	S57°47'55"W	73.50'	E17	N82°13'46"E	53.00'
E4	S57°47'55"W	12.44'	E18	S7°46'14"E	74.31'
E5	N53°44'23"W	35.72'	E19	N7°46'14"W	6.65'
E6	S50°25'29"W	84.09'	E20	S88°28'23"W	13.15'
E7	N70°26'10"W	32.58'	E21	N88°28'23"E	13.76'
E8	S67°13'20"W	70.89'	E22	N4°58'16"E	40.47'
E9	S28°30'58"W	50.26'	E23	S88°28'23"W	31.19'
E10	S34°12'47"W	39.98'	E24	S34°29'56"W	32.80'
E11	S49°33'55"W	13.00'	E25	N41°38'07"E	45.38'
E12	S54°44'09"W	18.31'	E26	S5°43'44"E	66.81'
E13	S62°53'45"W	51.12'	E27	N37°40'30"W	20.90'
E14	S62°53'45"W	30.49'	E28	N23°19'48"W	50.58'

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S82°49'18"W	48.93'	L11	S28°14'41"E	20.67'
L2	S82°20'44"W	65.75'	L12	N41°45'29"E	31.36'
L3	S41°45'29"W	31.36'			
L4	S6°24'00"E	20.76'			
L5	N6°21'48"W	22.01'			
L6	N7°38'32"W	51.00'			
L7	N7°38'32"W	43.00'			
L8	N7°38'32"W	21.38'			
L9	N28°14'41"W	18.26'			
L10	N61°45'19"E	25.00'			



COMMONWEALTH OF VIRGINIA  
 8-31-2022  
 GREGORY G. MCGLOTHLIN  
 Lic. No. 25557  
 LAND SURVEYOR

COUNTY PROJECT # 22-0080  
 COUNTY SITE PLAN # 21PR0332

PLAT SHOWING  
 PARCEL DEDICATIONS  
 & VARIOUS EASEMENTS  
 ACROSS THE PROPERTIES  
 OF GPIN:799647812500000,  
 GPIN: 799647261600000  
 & GPIN: 799646938900000  
 BERMUDA DISTRICT  
 CHESTERFIELD COUNTY, VIRGINIA

REVISED  
 July 14, 2022  
 August 31, 2022

DATE: June 23, 2022  
 SHEET 2 OF 2  
 DRAWN BY: J Livingston  
 CHECK BY: G McGlothlin



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
[www.timmons.com](http://www.timmons.com)

PARCEL 1:

**DESCRIPTION** OF A 8.790± ACRE PARCEL OF LAND LOCATED IN THE COUNTY OF CHESTERFIELD, VIRGINIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

**BEGINNING AT A FOUND PIPE**, SAID PIPE BEING SITUATED ON THE WESTERN RIGHT OF WAY OF JEFFERSON DAVIS HIGHWAY STATE ROUTE 301, APPROXIMATELY 606 FEET ± NORTH FROM ITS INTERSECTION WITH LAKETREE DRIVE;

THENCE LEAVING SAID WESTERN RIGHT OF WAY OF JEFFERSON DAVIS HIGHWAY S82°21'51"W FOR A DISTANCE OF 290.15 FEET TO A SET ROD;

THENCE S05°49'47"E FOR A DISTANCE OF 150.00 FEET TO A FOUND PIPE;

THENCE S82°21'51"W FOR A DISTANCE OF 110.45 FEET TO A FOUND PIPE ON THE EASTERN RIGHT OF WAY OF HILLSVIEW AVENUE, UNDEVELOPED;

THENCE TRAVELING ACROSS THE TERMINUS OF HILLSVIEW AVENUE S82°49'07"W FOR A DISTANCE OF 49.27 FEET TO A FOUND ROD ON THE WESTERN RIGHT OF WAY OF SAID HILLSVIEW AVENUE;

THENCE LEAVING THE WESTERN RIGHT OF WAY OF HILLSVIEW AVENUE S82°23'20"W FOR A DISTANCE OF 599.65 FEET TO A FOUND ROD;

THENCE N10°00'29"W FOR A DISTANCE OF 401.42 FEET TO A FOUND ROD;

THENCE N82°20'47"E FOR A DISTANCE OF 1078.83 FEET TO A FOUND ROD ON THE WESTERN RIGHT OF WAY OF JEFFERSON DAVIS HIGHWAY;

THENCE CONTINUING ALONG THE WESTERN RIGHT OF WAY OF SAID JEFFERSON DAVIS HIGHWAY S05°49'47"E FOR A DISTANCE OF 252.26 FEET TO A FOUND PIPE, SAID PIPE BEING THE POINT AND PLACE OF BEGINNING.

**CONTAINING:** 8.790± ACRES OF LAND, MORE OR LESS.

PARCEL 2:

**DESCRIPTION** OF A 1.000 ACRE PARCEL OF LAND LOCATED IN THE COUNTY OF CHESTERFIELD, VIRGINIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

**BEGINNING AT A FOUND ROD**, SAID ROD BEING ON THE WESTERN RIGHT OF WAY OF JEFFERSON DAVIS HIGHWAY STATE ROUTE 301, APPROXIMATELY 456 ± FEET FROM ITS INTERSECTION WITH LAKETREE DRIVE;

THENCE LEAVING SAID WESTERN RIGHT OF WAY OF JEFFERSON DAVIS HIGHWAY S82°21'51"W FOR A DISTANCE OF 290.15 FEET TO A FOUND PIPE;

THENCE N05°49'47"W FOR A DISTANCE OF 150.00 FEET TO A SET ROD;

THENCE N82°21'51"E FOR A DISTANCE OF 290.15 FEET TO A FOUND PIPE, SAID PIPE BEING ON THE WESTERN RIGHT OF WAY OF JEFFERSON DAVIS HIGHWAY;

THENCE CONTINUING ALONG THE WESTERN RIGHT OF WAY OF JEFFERSON DAVIS HIGHWAY S05°49'47"E FOR A DISTANCE OF 150.00 FEET TO A FOUND ROD, SAID ROD BEING THE POINT AND PLACE OF BEGINNING.

**CONTAINING: 1.000 ACRES OF LAND, MORE OR LESS.**

# **Tab H:**

Attorney's Opinion (MANDATORY)

**Klein Hornig** LLP  
COUNSELORS AT LAW

September 27, 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: Colbrook II

Name of Owner: Colbrook II 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 September 27, 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.

Tax-Exempt Version

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.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. 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. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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.**

[remainder of page intentionally blank; signature follows]

Klein Hornig LLP

By: \_\_\_\_\_

Erik T. Hoffman

Title: Partner

Klein Hornig LLP COUNSELORS AT LAW	101 Arch Street	1325 G Street, NW	101 Arch Street	1325 G Street NW
	Suite 1101	Suite 770	Suite 1101	Suite 770
	Boston, MA 02110	Washington, DC 20005	Boston, MA 02110	Washington, DC 20005
	T 617.224.0600	T 202.842.9006	T 617.224.0600	T 202.926.3400
F 617.224.0601	F 202.842.3936	F 617.224.0601	F 202.926.3401	

Klein Hornig LLP  
COUNSELORS AT LAW

September 27, 2024

~~DATE~~

~~TO:~~

~~RE:~~

Tax-Exempt Version

KH ~~4156240.1~~ 1170331.1



[Virginia Housing](#)  
[September 27, 2024](#)  
[Page 2](#)

To: Virginia Housing-Development Authority  
 601 South Belvidere Street  
 Richmond, Virginia 23220

2024 4% RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Colbrook II

Name of Owner: Colbrook II 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 September 27, 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. ~~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**

[Tax-Exempt Version](#)



~~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~~ development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

~~3. [Select one]~~

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.~~



Klein Hornig LLP

COUNSELORS AT LAW

101 Arch Street	1525 G Street, NW
Suite 1101	Suite 770
Boston, MA 02110	Washington, DC 20005
T 617.224.0600	T 202.842.9006
F 617.224.0601	F 202.842.3936

[Virginia Housing](#)  
[September 27, 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.**

~~Firm Name~~

[\[remainder of page intentionally blank; signature follows\]](#)

[Tax-Exempt Version](#)

KH ~~456240.1~~ [1170331.1](#)



Klein Hornig LLP

By: 

Erik T. Hoffman  
Title: Partner

Its: \_\_\_\_\_  
€

Tax-Exempt Version

KH 1170331.1



Document comparison by Workshare Compare on Friday, September 27, 2024 8:43:17 AM

Input:	
Document 1 ID	file://C:\Users\tlayman\OneDrive - Klein Hornig LLP\PDF\2024 Form VH Attorneys Opinion - 4%(1156240.1).docx
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Document 2 ID	iManage://kleinhornig.cloudimanager.com/KHDOCS/1170331/1
Description	#1170331v1<kleinhornig.cloudimanager.com> - COLB4 VHDA 2024 4% LIHTC Application Attorneys Opinion
Rendering set	Standard

Legend:	
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<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
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Deletions	32
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	76
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# 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)

### Nonprofit Questionnaire

Part II, 13VAC10-180-60, of the Qualified Allocation Plan (the “Plan”) of the Virginia Housing Development Authority (the “Authority”) for the allocation of federal low income housing tax credits (“Credits”) available under §42 of the Internal Revenue Code, as amended (the “Code”) establishes certain requirements for receiving credits from the nonprofit pool established under the Plan and assigning points for participation of a nonprofit organization in the development of qualified low-income housing.

Answers to the following questions will be used by the Authority in its evaluation of whether or not an applicant meets such requirements. Attach additional sheets as necessary to complete each question.

#### 1. General Information

- a. Name of development \_\_\_\_\_
- b. Name of owner/applicant \_\_\_\_\_
- c. Name of nonprofit entity \_\_\_\_\_
- d. Address of principal place of business of nonprofit entity  
\_\_\_\_\_  
\_\_\_\_\_

Indicate funding sources and amount used to pay for office space

\_\_\_\_\_  
\_\_\_\_\_

- e. Tax exempt status     501(c)(3)     501(c)(4)     501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) \_\_\_\_\_  
Evidenced by the following documentation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) \_\_\_\_\_
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- i. Expected life (in years) of nonprofit \_\_\_\_\_

## Appendices continued

j. Explain the anticipated future activities of the nonprofit over the next five years:

---

---

k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? \_\_\_\_\_

How many part time, paid staff members? \_\_\_\_\_

Describe the duties of all staff members:

---

---

---

---

l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?

YES  NO If yes, explain in detail: \_\_\_\_\_

---

---

m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

---

---

n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.

---

---

---

---

o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses \_\_\_\_\_

---

---

---

---

## Appendices continued

### 2. Nonprofit Formation

a. Explain in detail the genesis of the formation of the nonprofit: \_\_\_\_\_

---

---

---

b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?

YES  NO If yes, explain in detail: \_\_\_\_\_

---

---

---

c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?

YES  NO If yes, explain in detail: \_\_\_\_\_

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d. Does any for-profit organization or local housing authority have the right to make such appointments?

YES  NO If yes, explain in detail: \_\_\_\_\_

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e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?

YES  NO If yes, explain in detail: \_\_\_\_\_

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f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?

YES  NO

## Appendices continued

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 3. Nonprofit Involvement

a. Is the nonprofit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in §42(i)(1) of the Code)?

YES     NO

(i) Will the nonprofit own at least 10% of the general partnership/owning entity?

YES     NO

(ii) Will the nonprofit own 100% of the general partnership interest/owning entity?

YES     NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. (i) Will the nonprofit be the managing member or managing general partner?

YES     NO    If yes, where in the partnership/operating agreement is this provision specifically referenced?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ii) Will the nonprofit be the managing member or own more than 50% of the general partnership interest?     YES     NO

## Appendices continued

c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?  YES  NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?

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Recordable agreement attached to the Tax Credit Application as TAB V?

If no at the end of the compliance period explain how the disposition of the assets will be structured:

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d. Is the nonprofit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

YES  NO If yes,

(i) Describe the nature and extent of the nonprofit's proposed involvement in the construction or rehabilitation of the Development:

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(ii) Describe the nature and extent of the nonprofit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

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(iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture?  YES  NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

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## Appendices continued

e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?

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f. List all general partners/managing members of the Owner of the Development (one must be the nonprofit) and the relative percentages of their interests:

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g. If this is a joint venture, (i.e. the nonprofit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

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h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  YES  NO If yes, (i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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(ii) Explain how this relationship was established. For example, did the nonprofit solicit proposals from several for-profits? Did the for-profit contact the nonprofit and offer the services?

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## Appendices continued

i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  YES  NO If yes, explain the amount and source of the funds for such payments.

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j. Will any portion of the developer's fee which the nonprofit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner?  YES  NO If yes, explain in detail the amount and timing of such payments.

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k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES  NO If yes, explain:

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l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES  NO If yes, explain:

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## Appendices continued

m. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

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n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development?  YES  NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

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#### 4. Virginia and Community Activity

a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?  
 YES  NO

b. Define the nonprofit's geographic target area or population to be served:

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c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  YES  NO  
If yes, or no, explain nature, extent and duration of any service:

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## Appendices continued

d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing?  YES  NO If yes, explain

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e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

YES  NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

YES  NO If yes, explain:

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g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  YES  NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

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h. Are at least 33% of the members of the board of directors representatives of the community being served?  YES  NO If yes,

(i) Low-income residents of the community?  YES  NO

(ii) Elected representatives of low-income neighborhood organizations?  YES  NO

i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

YES  NO

## Appendices continued

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community?  YES  NO If yes, explain the meeting schedule:

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k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  YES  NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  YES  NO If yes, explain in detail:

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m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES  NO If yes, explain:

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n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  YES  NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

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## Appendices continued

o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  YES  NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

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p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  YES  NO If yes, explain:

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q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES  NO If yes, explain:

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r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

YES  NO If yes, explain the need identified:

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s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES  NO If yes, explain the plan:

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# Appendices continued

## 5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

The undersigned Owner and nonprofit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

Date July 16th, 2024

Owner/Applicant Colbrook II LLC

By 

Its President & CEO  
Title

Date July 16th, 2024

Better Housing Coalition  
Nonprofit

By Todd Waldo  
Board Chairman

By   
Executive Director

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

# Tab K:

Documentation of Development Location:

# **Tab K.1**

Revitalization Area Certification

# Tab K.1

## Revitalization Area Certification Information



## 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.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Meeting Date: February 24, 2021**

**Item Number: 13.B.1.b.**

---

**Subject:**

Resolution Supporting Construction of the Colbrook Apartments at 13916 and 13920 Jefferson Davis Highway, Using Low Income Housing Tax Credits Issued by Virginia Housing Under Their Revitalization Area Designation

**Board Action Requested:**

Adoption of the attached resolution that will allow financing through the Virginia Housing revitalization area designation.

**Summary of Information:**

Colbrook Apartments is a proposed multifamily apartment complex located at 13916 and 13920 Jefferson Davis Highway, north of Laketree Drive. The developer for the apartments, Better Housing Coalition, has applied for low-income housing tax credit financing through Virginia Housing. To qualify for revitalization area application points, state law requires that the Board of Supervisors pass a resolution supporting the site for the apartments as a revitalization area.

The benefit of this program to Chesterfield County is to provide high quality affordable housing at locations that need such housing to support economic development. The addition of these apartments will make a more sustainable and attractive mixed-use area by adding a mix of households. The high-quality apartments also provide a more stable (i.e., not cost-burdened) and desirable economic mix of residents in the area.

For the developer to have the opportunity to compete favorably for this type of financing, the Chesterfield County Board of Supervisors shall by resolution make a determination that providing residential housing serving low to moderate income households supports the revitalization and economic development of this area.

Staff recommends that the Board adopt the attached resolution.

**Attachments:**

1. Colbrook Apartments Project Map
2. Colbrook Resolution

Preparer: Daniel Cohen, Director

Approved By:



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CHESTERFIELD COUNTY: At a regular meeting of the Board of Supervisors, held in the Public Meeting Room at the Chesterfield Administration Building on February 24, 2021 at 6 p.m.

\*13.B.1.b. RESOLUTION SUPPORTING CONSTRUCTION OF THE COLBROOK APARTMENTS AT 13916 AND 13920 JEFFERSON DAVIS HIGHWAY, USING LOW INCOME HOUSING TAX CREDITS ISSUED BY VIRGINIA HOUSING UNDER THEIR REVITALIZATION AREA DESIGNATION

On motion of Mr. Winslow, seconded by Ms. Haley, the Board adopted the following resolution:

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 Chesterfield, Virginia, desires to designate the area described on Exhibit A attached hereto as a revitalization area:

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

The above-referenced development is located in a Revitalization Area in the County of Chesterfield, Virginia. The industrial, commercial or other economic development of such area will benefit the 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 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.

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 area is hereby designated as a revitalization area.

Adopted by the Board of Supervisors of the County of Chesterfield, Virginia, on the 24th day of February 2021.

(It is noted a copy of Exhibit A is filed with the papers of this Board.)

Ayes: Holland, Winslow, Ingle, Carroll and Haley.

Nays: None.

Certified By:



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Susan M. Wilson  
Deputy Clerk to the Board of  
Supervisors

**\*DRAFT MINUTES TO BE APPROVED AT THE REGULARLY SCHEDULED MEETING  
ON MARCH 24, 2021.**

EXHIBIT A

Colbrook Apartments



This is an ArcGIS map prepared by Chesterfield County Department of Community Enhancement. This information is only for representation purpose.

# **Tab K.2**

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

# Tab L:

PHA / Section 8 Notification Letter

# Tab M:

Intentionally Blank

# Tab N:

Homeownership Plan

# **Tab O:**

Plan of Development Certification Letter



**Chesterfield County, Virginia**  
**Department of Planning**

9800 Government Center Parkway – P.O. Box 40 – Chesterfield, VA 23832-0040  
Phone: (804) 748-1050 - Fax: (804) 717-6295 - Internet: chesterfield.gov

Andrew G. Gillies, AICP  
Director

November 22, 2022

Mr. Lee Alford  
Better Housing Coalition  
23 W. Broad St  
Richmond, VA 23220

**RE: Colbrook Apartments - Phase 2– County Site Plan # 22PR0005 - Approval Letter**

Dear Mr. Alford:

We have completed our review of the revised site plan documents prepared by Timmons Group, dated October 24, 2022. Be advised you have site plan approval from the Planning Department.

This approval is valid for five (5) years from the above date. Deviation from an approved plan without the written approval of the Director of Planning, or his agent, shall void the plan and the Director of Planning shall require the applicant to resubmit a new site plan for consideration. A land disturbance permit is required for this project. Copies of the approved site plan you provided have been forwarded to Environmental Engineering as required for the land disturbance permit.

At the time of occupancy, the landscape contractor and the property owner shall provide a guarantee, in a form acceptable to the director of planning, to replace required landscaping within the first year of installation. Any transfer of property ownership shall be subject to the guarantee. Reference Section 19.1-248 B.1 of the Zoning Ordinance.

As developer of the referenced project, it is your responsibility to ensure all approved site construction documents, signed by the Director of Planning or his agent, are maintained on the job site at all times. These documents must be available for review upon request by any County employee.

In the event you or any aggrieved person disagree with this decision, a written appeal may be filed to the Planning Commission (through the Planning Department) within fifteen (15) days of the date of this letter. The application fee is \$700.00.

If we can be of further assistance to you in this matter, please contact me at (804) 717-6836.

Sincerely,

*Luigi Mignardi*

Luigi Mignardi  
Senior Planner, Chesterfield Planning Department

**REVIEW DEPARTMENT:** UTILITIES  
**REVIEWER / PHONE #:** W.B. PAYNE III/751-4336  
**NAME OF PLAN:** Colbrook Apartments Phase 2  
**LOCATION:** 13916 Route 1  
**SUBMISSION DATE:** 10/28/22  
**PLAN DATED:** 10/24/22  
**REVIEW DATE:** 11/16/22  
**SITE PLAN NUMBER:** 22PR0005  
**COMMENTS:** 4<sup>th</sup> Review - Reapproved

This plan, dated October 24, 2022, is reapproved by Utilities.

Please note that easement plats should be submitted in a timely fashion to avoid delays in the project being released for utility construction. Please contact Kim Pulley by phone at 804-748-1376 or by email at [pulleyk@chesterfield.gov](mailto:pulleyk@chesterfield.gov).

Be advised this project cannot be released to utility construction until Project #22-0060 has been released.

The owner is required to enter into a County Utilities Contract prior to the start of construction. Prior to the preparation of the Utilities Contract, Utilities must be in receipt of the "accepted" bid proposal between the Developer and the County approved utilities contractor as well as the project's informational sheet found on the "Developer's Checklist".

After final site plan approval, a total of four sets of the approved plans must be sent directly to the Utilities Department for our use during construction inspection.

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REVIEW DATE: 11/17/2022  
REVIEW DEPARTMENT: CHESTERFIELD COUNTY ENVIRONMENTAL ENGINEERING  
REVIEWER/PHONE NO.: David P. Wilmoth, PE, CFM, PH / (804) 706-2061  
E-MAIL: wilmothd@chesterfield.gov  
NAME OF PLAN: COLBROOK APARTMENTS PHASE 2 DESIGN PLANS (10/24/2022)  
ADDRESS: 37.334679, -77.410209  
COUNTY PLAN NO.: 22PR0005  
LATEST PLAN DATE: 10/24/2022 (PE Stamp)  
DEPT. REC'D DATE: 11/01/2022  
SUBMITTAL NUMBER: 4  
TABLE REVISION: No  
PLAT PROCESSING: No

**PLAN RECOMMENDATION: APPROVED**

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### **COMMENT LETTER ABBREVIATIONS**

Plan(s) – 10/24/2022 Colbrook Apartment Phase 2 Revised (4th Submittal) Design Plan Set  
08/19/2022 EE Comment Letter – 08/19/2022 Environmental Engineering Colbrook Apartment Phase 2 Design Plan Set  
(3rd Submittal) Comment Letter  
07/18/2022 third Submittal Plans - 07/18/2022 Colbrook Apartment Phase 2 Revised Design Plan Set (3rd Submittal)  
EE – Chesterfield County Environmental Engineering Department PE – VA Professional Engineer

### **CLOSING COMMENTS**

1. It is the responsibility of the owner to provide four sets of full-sized plans, a half-sized set, and a hard copy of the calculations to the Environmental Engineering Department prior to issuance of the land disturbance permit.
2. Please note the responsibility for compliance with Chesterfield County standards and policies, and with state and federal regulations will be placed on the PE who signs and seals the approved construction plans.
3. Please note if in the opinion of Environmental Engineering, positive drainage and/or a suitable stand of vegetation is not achieved and/or maintained in any ditch for a period of one year after State acceptance of the subdivision roads, the developer shall be required to provide concrete lining as directed by Environmental Engineering. Please add this note in bold print to the Plan(s).
4. Please note the responsibility for achieving and maintaining satisfactory lot drainage will be that of the developer up through a period of one year after State acceptance of subdivision roads.
5. Prior to issuance of a land disturbance permit, a copy of the AutoCAD file of the approved plans must be emailed to Katherine English of Environmental Engineering (englishk@chesterfield.gov). The AutoCAD file must be saved as a .dwg or .dxf in AutoCAD version 2009 or earlier and referenced directly to the Virginia State Plane Coordinate System, south zone in the NAD83 datum. The AutoCAD file must be clearly labeled with the site plan name, site plan number, engineering firm and CAD file preparer's name and phone number. The file must contain the following, each clearly labeled in separate layers:
  - a. Proposed building footprint;
  - b. Parking lots and driveways;
  - c. Roads;
  - d. Sidewalks;

- e. Storm Sewer System;
- f. All jurisdictional wetland areas and/or waters of the U.S./state; and
- g. Floodplains.

The file must be approved by environmental engineering prior to issuance of the land disturbance permit.

- 6. A land disturbance permit is required for this project. A land disturbance permit is prerequisite to a building permit. The following are requirements for issuance of the land disturbance permit:
  - a. Plan approval.
  - b. A completed land disturbance permit application.
  - c. A VDOT land use permit for the locations where this project ties into Hillsvie Avenue (if it is accepted into the VDOT system at the time of LDP application).
  - d. A letter must be received from a qualified wetlands expert stating:
    - i. There are no wetlands impacted on this project, or
    - ii. All applicable federal and state wetland permits have been acquired (copies of the permits must be submitted).
  - e. The Virginia Stormwater Management Permit (VSMP) registration statement and fee of \$2,700.
  - f. The Stormwater Pollution Prevention Plan (SWPPP) book, including an approved set of plans. The plans shall be either half or full sized.
  - g. Posting of an erosion and sediment control surety (estimate provided by engineer, amount to be approved by Environmental Engineering).
  - h. A surety for the construction of the permanent SWM/BMP facility must be posted with Environmental Engineering (county code, part ii, chapter 8, sec. 8-16).
  - i. A street sign fee of \$150 (\$75 per sign) per road intersection must be provided. The fee shall be submitted to EE and paid to Treasurer, Chesterfield County.
  - j. Chesterfield County license agreements for proposed retaining wall sections located over stormwater pipes 244 and 248 (width of proposed DE (private)).
- 7. All on-site drainage easements including stormwater / BMP drainage easements must be recorded prior to issuance of a building permit for this project.
- 8. As-built BMP information will be required for each BMP facility as part of its future certification.
- 9. The BMP must be certified prior to release of the BMP performance bond.

# Tab P:

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

# **Tab Q:**

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

March 3, 2021

Ms. Greta J. Harris, CEO  
Better Housing Coalition  
23 W. Broad St. Suite 100  
Richmond, VA 23220

Re: Development Name: Colbrook  
Owner/Applicant: Colbrook LLC

Dear Ms. Harris:

As authorized by the Code of Virginia §58.1-3219, Chesterfield County established a deferral of real estate taxes incentive program that offers grants for projects that (1) promote the goals and objectives of a designated special area plan, (2) invest at least \$5 million, and (3) do so in one of the targeted zones. Under this program, the development would receive 80% of its incremental real estate taxes back in a grant for the first seven years, and then would decrease to 60%, 40%, and 20%, respectively, for the final three years of the ten-year grant period.

Colbrook LLC applied for the grant and is located within the geographical boundaries of the grant eligibility area. Based on our review, the development qualifies for incentive program. Colbrook LLC will receive a deferral on a portion of the real estate tax increases based on the incentive program described above and it is our intention to provide the real estate tax abatement. Colbrook LLC will assist in the revitalization, rehabilitation, and redevelopment of the surrounding community. As evidenced by approving the real estate tax abatement, it is our belief that the development will address the community's need for affordable housing; particularly benefiting the local workforce populations of our community and encourage further revitalization and redevelopment in the surrounding area.

Please let me know if I can be of further assistance.

Sincerely,



H. Garrett Hart III, CEcD  
Director



# **Tab R:**

Documentation of Utility Allowance calculation

# UTILITY ALLOWANCE STUDY

Property:  
Colbrook 9%  
3916 & 3920 Jefferson Davis Highway  
Chester, Virginia 23831



Type of Property:  
Affordable Multifamily Development  
Family  
New Construction

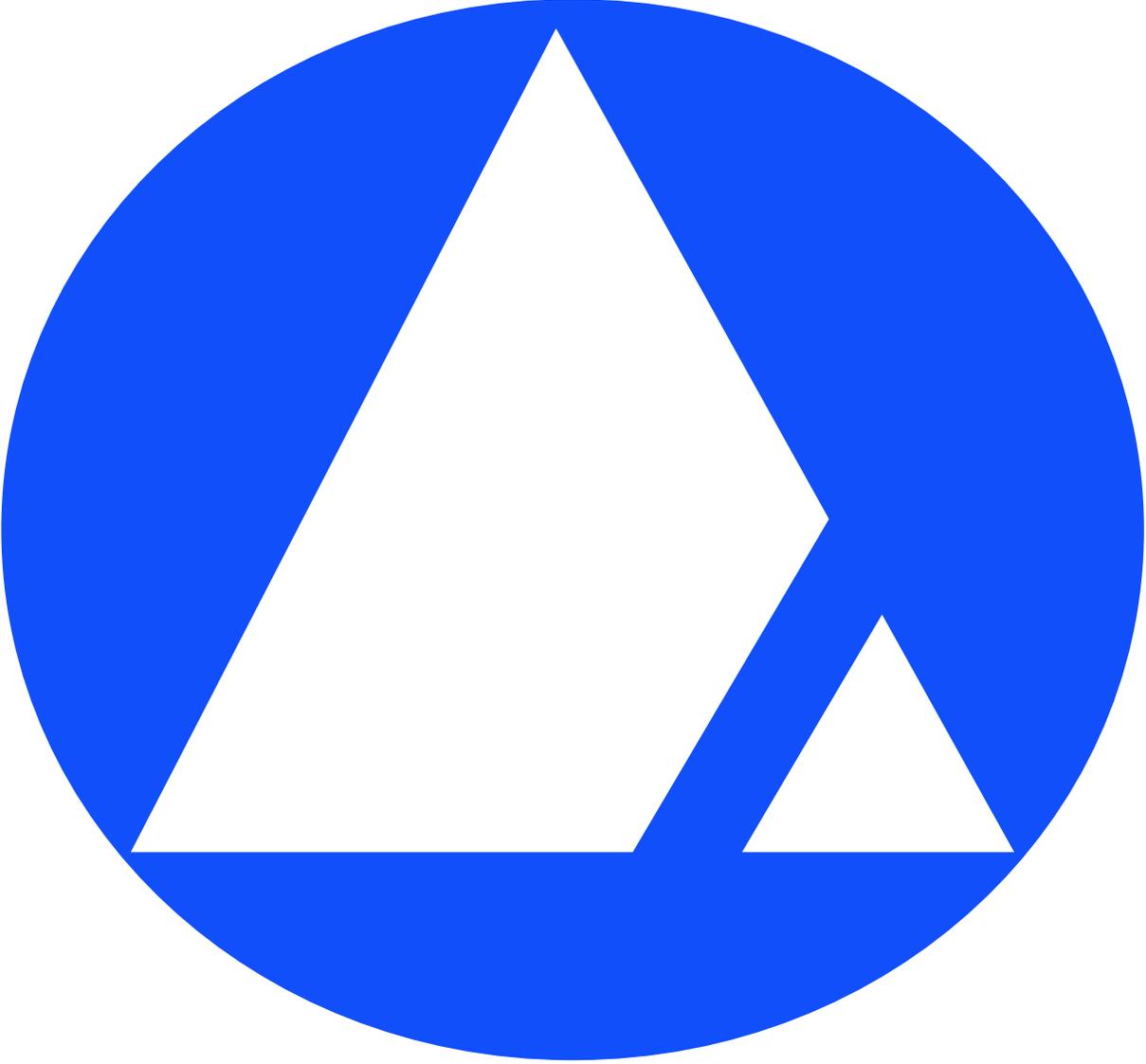
Date of Report:  
October 3, 2023

Effective Date:  
August 23, 2023

Prepared For:  
Mr. Mario Wells  
Better Housing Coalition  
23 West Broad Street #100  
Richmond, Virginia 23220  
Phone: 804-533-2942 | Mobile: 804-641-7799  
E-mail: m.wells@betterhousingcoalition.org

Prepared By:  
Allen & Associates Consulting, Inc.  
P.O. Box 79196  
Charlotte, North Carolina 28271  
Phone: 704-905-2276 | Fax: 704-220-0470  
E-mail: allenadvisors@gmail.com

AAC File Number:  
23-087



Allen & Associates Consulting, Inc.  
P.O. Box 79196  
Charlotte, North Carolina 28271  
Phone: 704-905-2276 | Fax: 704-220-0470  
E-mail: allenadvisors@gmail.com

October 3, 2023

Mr. Mario Wells  
Better Housing Coalition  
23 West Broad Street #100  
Richmond, Virginia 23220

Re: Colbrook 9%

Dear Mr. Mario Wells:

The subject property, known as Colbrook 9%, is a proposed affordable multifamily development to be located at 3920 Jefferson Davis Highway in Chester, Chesterfield County, Virginia. The subject property is proposed to consist of 47 revenue-producing units to be constructed with an allocation of tax credit equity. The subject property is an open age community.

The subject property is proposed to include electric heat, electric cooking, and electric hot water. All utilities - with the exception of sewer and trash - are proposed to be paid by the resident. All appliances are proposed to be Energy Star rated. In addition, the units are proposed to include low-flow faucets and shower heads. Finally, the units are proposed to be constructed with energy-efficient floors, ceilings, walls, doors and windows.

The scope of this assignment consists of a utility allowance study for the subject property on an "as if complete and stabilized" basis. This study was completed in accordance with Section 1.42-10(b) of the Income Tax Regulations (26 CFR Part 1) governing utility allowances. The completion of this report utilized the methodologies described in the HUD Utility Allowance Guidebook, the HUD Utility Schedule Model, and the accompanying HUD Utility Model instructions. Our research involved the collection of data through discussions with local utility providers.

The purpose of the report is to establish utility allowances for the subject property as of the effective date of this report. The function of this report is to establish utility allowances for tax credit application purposes. This report should not be used for any other purposes without the express written permission of Allen & Associates Consulting.

The report has been generated for the benefit of our client Better Housing Coalition. VHDA is named as an additional user of the report. No other person or entity may use the report for any reason whatsoever without our express written permission.

Our analysis suggests the following utility allowances for the subject property:

<u>Larger Apartment Bldgs. (5+ units)</u>	
1 bedroom	\$77.06
2 bedroom	\$103.44
3 bedroom	\$133.11

This analysis is based upon information obtained from sources believed to be reliable. The conclusions reported are based on this information and the conditions that exist as of the effective date of this report.

Feel free to contact us with any questions or comments.

Respectfully submitted:  
ALLEN & ASSOCIATES CONSULTING



Jeff Carroll



Mike Lash



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# OVERVIEW

## Project Overview

The subject property, known as Colbrook 9%, is a proposed affordable multifamily development to be located at 3920 Jefferson Davis Highway in Chester, Chesterfield County, Virginia. The subject property is proposed to consist of 47 revenue-producing units to be constructed with an allocation of tax credit equity. The subject property is an open age community.

The subject property is proposed to include electric heat, electric cooking, and electric hot water. All utilities - with the exception of sewer and trash - are proposed to be paid by the resident. All appliances are proposed to be Energy Star rated. In addition, the units are proposed to include low-flow faucets and shower heads. Finally, the units are proposed to be constructed with energy-efficient floors, ceilings, walls, doors and windows.

## Federal Regulations

The following discussion comes from Section 1.42-10(b) (26 CFR Part 1). This regulation describes how utility allowances have been historically figured:

(b) Applicable utility allowances:

(1) Buildings assisted by the Rural Housing Service.

If a building receives assistance from the Rural Housing Service (RHS-assisted building) the applicable utility allowance for all rent-restricted units in the building is the utility allowance determined under the method prescribed by the Rural Housing Service (RHS) for the building.

(2) Buildings with Rural Housing Service assisted tenants.

If any tenant in a building receives RHS rental assistance payments (RHS tenant assistance), the applicable utility allowance for all rent-restricted units in the building (including any units occupied by tenants receiving rental assistance payments from the Department of Housing and Urban Development (HUD)) is the applicable RHS utility allowance.

(3) Buildings regulated by HUD.

If neither a building nor any tenant in the building receives RHS housing assistance, and the rents and utility allowances of the building are reviewed by HUD on an annual basis (HUD-regulated building), the applicable utility allowance for all rent-restricted units in the building is the applicable HUD utility allowance.

(4) Other buildings.

If a building is neither an RHS-assisted nor a HUD-regulated building, and no tenant in the building receives RHS tenant assistance, the applicable utility allowance for rent-restricted units in the building is determined under the following methods.

(i) Tenants receiving HUD rental assistance.

The applicable utility allowance for any rent-restricted units occupied by tenants receiving HUD rental assistance payments (HUD tenant assistance) is the applicable Public Housing Authority (PHA) utility allowance established for the Section 8 Existing Housing Program.

(ii) Other tenants.

(A) General rule. If none of the rules of paragraphs (b)(1), (2), (3), and (4)(i) of this section apply to any rent restricted units in a building, the appropriate utility allowance for the units is the applicable PHA utility allowance. However, if a local utility company estimate is obtained for any unit in the building in accordance with paragraph (b)(4)(ii)(B) of this section, that

estimate becomes the appropriate utility allowance for all rent restricted units of similar size and construction in the building. This local utility company estimate procedure is not available for and does not apply to units to which the rules of paragraph (b)(1), (2), (3), or (4)(i) of this section apply.

(B) Utility company estimate. Any interested party (including a low-income tenant, a building owner, or an Agency) may obtain a local utility company estimate for a unit. The estimate is obtained when the interested party receives, in writing, information from a local utility company providing the estimated cost of that utility for a unit of similar size and construction for the geographic area in which the building containing the unit is located. The local utility company estimate may be obtained by an interested party at any time during the building's extended use period (see section 42(h)(6)(D)) or, if the building does not have an extended use period, during the building's compliance period (see section 42(i)(1)).

Unless the parties agree otherwise, costs incurred in obtaining the estimate are borne by the initiating party. The interested party that obtains the local utility company estimate (the initiating party) must retain the original of the utility company estimate and must furnish a copy of the local utility company estimate to the owner of the building (where the initiating party is not the owner), and the Agency that allocated credit to the building (where the initiating party is not the Agency). The owner of the building must make available copies of the utility company estimate to the tenants in the building.

It is important to note that the regulations call for utility allowances to be established on a building-by-building basis. Some housing authorities derive market-wide utility allowances, however. Although this makes it easy to administer utility allowances, market-wide utility allowances are not really contemplated by the applicable regulations.

The following discussion comes from Section 128274-03 (26 CFR Part1). This new regulation describes recent changes to how utility allowances are figured for other buildings:

Under Section 1.42-10(b)(4), other buildings generally use the applicable Public Housing Authority (PHA) utility allowance established for the Section 8 Existing Housing Program or use a local utility company estimate. The local utility company estimate may be obtained by any interested party (including a low-income tenant, a building owner, or a State or local housing credit agency (Agency)).

The IRS and Treasury Department received comments from organizations representing tenants, non-profit housing organizations, housing credit agencies, building owners, building management companies, developers, and others noting that the historic methods in Section 1.42-10 that provide rules for calculating utility expenses often result in flawed information being used for calculating rent adjustments and needed updating. These organizations asserted that PHA utility schedules referenced by the historic regulations do not represent the proper usage of utilities for low-income housing tax credit units.

This is primarily because PHA utility schedules are designed for Section 8 properties, which generally are older buildings with higher utility costs, whereas low-income housing projects require measurements that are appropriate for new construction. Further, a number of project developers, owners, and building managers have indicated that they are unable to obtain local utility estimates due to a lack of data or an unwillingness on the part of utility companies to provide the information. Even if a utility company is willing to provide an initial estimate, annual updates are often difficult to obtain. Therefore, these commentators recommended that Section 1.42-10 be amended to provide more viable and accurate options for estimating tenant utility costs.

In response to these concerns, Section 1.42-10(b)(4)(ii) was amended by new regulations to provide additional options for accurately calculating utility allowances. Section 1.42-10(b)(4)(ii)(B), which permits any interested party to obtain a local utility company estimate for a unit, is revised to accommodate multiple utility services to a property. When charges for electricity transmission and distribution are paid to more than one company, cost estimates must be obtained from each of the utilities when computing the utility allowance.

Section 1.42-10(b)(4)(ii) was also amended to permit a building owner to obtain a utility estimate for each unit in a building from the Agency that has jurisdiction over the building. The Agency's estimate must take into account the local utility rate data, property type, climate variables by region in the State, taxes and fees on utility charges, and property building materials and mechanical systems. An Agency may also use actual utility company usage data and rates for the building.

Further, the regulations were amended to permit a building owner to calculate utility allowances using the HUD Utility Schedule Model. The HUD Utility Schedule Model is based on data from the Residential Energy Consumption Survey (RECS) conducted by the Department of Energy. RECS data provides energy consumption by structure for heating, air conditioning, cooking, water heating, and other electric (lighting and refrigeration). The HUD Utility Schedule Model incorporates building location and climate. A building owner who chooses to use the HUD Utility Schedule Model must furnish a copy of the calculations using the HUD Utility Schedule Model to the Agency that has jurisdiction over the building. A building owner also must make available copies of the calculations to the tenants in the building.

Finally, the regulations were amended to permit a property owner to obtain a utility model developed by a qualified professional that takes into account specific information about the design and location of the building for which the utility allowances are being developed. The utility consumption must be calculated by either a properly licensed engineer or a qualified professional approved by the Agency that has jurisdiction over the building.

## METHODOLOGY

In this section we describe the two methodologies for establishing utility allowances: (1) Consumption-based methodology, and (2) Engineering-based methodology. Our discussion begins with the consumption-based method.

### **Consumption-Based Methodology**

With the consumption-based methodology, actual utility data and historic consumption patterns are used to establish utility allowances. The data normally comes from actual utility billing records over a specified timeframe. The reasonableness of the allowances established using this methodology depends on the selection of proper allowance categories, the quality of the consumption data, and the statistical validity of the data set chosen in the course of conducting the analysis.

Even after the owner has derived an accurate estimate of actual consumption levels, the owner must still decide whether the standard for the “energy-conservative household” should be set at that level. This requires a certain amount of subjective input from the owner.

There are certain advantages to using the consumption-based methodology: (1) The methodology is familiar to most property owners; (2) This methodology is simpler than developing a proprietary engineering-based model, and (3) The allowances have a link to actual historic consumption.

There are certain disadvantages to using this methodology: (1) The consumption-based methodology does not provide insight into what proportion of usage may be attributed to wasteful consumption, making it difficult to conclude consumption for an “energy-conservative” household; (2) Consumption data must be collected regularly to allow periodic updates to utility allowances – this is a very labor-intensive process; and (3) Local utilities are not always cooperative in providing consumption data for individually-metered units.

### **Engineering-Based Methodology**

With the engineering-based methodology, engineering calculations and technical data are used to determine reasonable energy and water consumption for a particular type of dwelling unit or household. Utility tariff and rates are applied to the consumption estimates to establish utility allowances for the units being studied. The reasonableness of the allowances established using this methodology depends on the assumptions made in the course of conducting the analysis.

Because the utility allowances derived from the engineering-based methodology are not linked to past patterns of resident consumption, an owner that switched to this method from the consumption-based methodology might experience a significant decrease in utility allowances. This can mean one of two things: (1) The owner should revisit the assumptions made when computing engineering-based consumption; or (2) The residents have historically been wasteful in their utility consumption.

There are certain advantages to using the engineering-based methodology: (1) The energy requirements of an “energy-conservative household” are established, promoting energy-conservative resident behavior; (2) Actual consumption data is not necessary to use this methodology; and (3) The engineering-based methodology does a very good job of accounting for the actual configuration, construction, and operation of the units being studied.

There are certain disadvantages to using this methodology: (1) The engineering-based methodology requires technical information (heat losses, climate data, equipment and appliance efficiency ratings); and (2) Allowances are not linked to actual consumption and may be far off from actual consumption patterns.

## **HUD Utility Schedule Model**

In response to the advantages and disadvantages of the consumption and engineering based methodologies, HUD developed an engineering-based utility allowance model (the HUD Utility Schedule Model) to provide a consistent basis for determining utility allowances. Use of the HUD model eliminates many of the drawbacks associated with the consumption-based methodology and proprietary engineering-based models. Consequently, we have elected to use the HUD Utility Schedule Model for purposes of this analysis.

## DATA INPUTS

In this section we include the data inputs for the HUD Utility Schedule Model. We present data for the following categories: (1) General Information, (2) Climate Data (Degree Days), (3) Standard Electric Utility Tariff, (4) Special Electric Heating/All Electric Tariff, (5) Standard Natural Gas Utility Tariff, (6) Fuel Oil Delivery Contract, (7) Liquefied Petroleum Gas (LPG) Delivery Contract, (8) Water Supply Tariff, (9) Sewer Tariff, (10) Trash Collection Fees, (11) Range/Microwave Fees, (12) Refrigerator Fees, and (13) Other Fees.

All inputs were made in accordance with published HUD Utility Model Instructions. Our discussion begins with General Information.

### General Information

In the table below we present the general information used in the HUD Utility Schedule Model:

General Information	
PHA code Lookup	23836
Name of Housing Authority	Chester
Form Date	VA

### Climate Data (Degree Days)

HUD has established a website that includes climate data by zip code for use in the HUD Utility Schedule Model (<http://www.huduser.org/resources/UtilityModel/hdd.html>). The data generated includes heating degree days (HDD) and cooling degree days (CDD). This data is necessary to compute heating and cooling loads in the HUD Utility Schedule Model.

In the table below we present the climate data used in the HUD Utility Schedule Model:

<b>Climate Data (Degree Days)</b>	
You may copy from the zipCodeToDegreeDays.xls spreadsheet and then use [Edit] [Paste Special] [Values]	
HDD Jan	738
HDD Feb	585
HDD Mar	426
HDD Apr	177
HDD May	43
HDD Jun	3
HDD Jul	0
HDD Aug	0
HDD Sep	16
HDD Oct	145
HDD Nov	363
HDD Dec	653
HDD Annual	3149
CDD Jan	0
CDD Feb	1
CDD Mar	12
CDD Apr	60
CDD May	167
CDD Jun	367
CDD Jul	488
CDD Aug	440
CDD Sep	250
CDD Oct	63
CDD Nov	11
CDD Dec	2
CDD Annual	1861
Typical Low Temp	43

## Standard Electric Utility Tariff

In the course of conducting our analysis we contacted the local electric utility and obtained the current standard residential rate structure. In the table below we present the standard electric utility tariff used in the HUD Utility Schedule Model:

Date Entered	23-Aug-23	
<b>Standard Electric Utility Tariff</b>		
Utility Name	Dominion Power	
Rate Name	Residential	
Rate Effective Date	23-Aug-23	
First Month of Summer	6	
Last Month of Summer	9	
Monthly Charge	6.58	\$/month
Summer		
Size of First Block	800	kWh
Size of Second Block	remaining	kWh
Size of Third Block	0	kWh
Size of Fourth Block	0	kWh
Cost of First Block	0.129572	\$/kWh
Cost of Second Block	0.138633	\$/kWh
Cost of Third Block	0	\$/kWh
Cost of Fourth Block	0	\$/kWh
Winter		
Size of First Block	800	kWh
Size of Second Block	remaining	kWh
Size of Third Block	0	kWh
Size of Fourth Block	0	kWh
Cost of First Block	0.129572	\$/kWh
Cost of Second Block	0.111873	\$/kWh
Cost of Third Block	0	\$/kWh
Cost of Fourth Block	0	\$/kWh
Extra Charges	0	\$/kWh
Taxes	0	%

## Special Electric Heating/All Electric Tariff

In the course of conducting our analysis we contacted the local electric utility and obtained the current special/all electric residential rate structure. In the table below we present the special electric heating tariff used in the HUD Utility Schedule Model:

Special Electric Utility Tariff	
When electric utilities have special discounted tariffs for customers that heat with electricity or use only electricity and no other energy source in their homes.	
Utility Name	<input type="text" value="Dominion Power"/>
Rate Name	<input type="text" value="Residential"/>
Rate Effective Date	<input type="text" value="23-Aug-23"/>
First Month of Summer	<input type="text" value="6"/>
Last Month of Summer	<input type="text" value="9"/>
Monthly Charge	<input type="text" value="6.58"/> \$/month
Summer	
Size of First Block	<input type="text" value="800"/> kWh
Size of Second Block	<input type="text" value="remaining"/> kWh
Size of Third Block	<input type="text" value="0"/> kWh
Size of Fourth Block	<input type="text" value="0"/> kWh
Cost of First Block	<input type="text" value="0"/> \$/kWh
Cost of Second Block	<input type="text" value="0"/> \$/kWh
Cost of Third Block	<input type="text" value="0"/> \$/kWh
Cost of Fourth Block	<input type="text" value="0"/> \$/kWh
Winter	
Size of First Block	<input type="text" value="800"/> kWh
Size of Second Block	<input type="text" value="remaining"/> kWh
Size of Third Block	<input type="text" value="0"/> kWh
Size of Fourth Block	<input type="text" value="0"/> kWh
Cost of First Block	<input type="text" value="0"/> \$/kWh
Cost of Second Block	<input type="text" value="0"/> \$/kWh
Cost of Third Block	<input type="text" value="0"/> \$/kWh
Cost of Fourth Block	<input type="text" value="0"/> \$/kWh
Extra Charges	<input type="text" value="0"/> \$/kWh
Taxes	<input type="text" value="0"/> %

## Standard Natural Gas Utility Tariff

In the course of conducting our analysis we contacted the local gas utility and obtained the current standard residential rate structure. In the table below we present the standard natural gas utility tariff used in the HUD Utility Schedule Model:

Standard Natural Gas Utility Tariff		
Utility Name	<input type="text" value="Columbia Gas of VA"/>	
Rate Name	<input type="text" value="ResGasServA"/>	
Rate Effective Date	<input type="text" value="23-Aug-23"/>	
First Month of Summer	<input type="text" value="1"/>	
Last Month of Summer	<input type="text" value="12"/>	
Monthly Charge	<input type="text" value="18.96"/>	\$/month
Summer		
Size of First Block	<input type="text" value="remainder"/>	Therms
Size of Second Block	<input type="text" value="0"/>	Therms
Size of Third Block	<input type="text" value="0"/>	Therms
Size of Fourth Block	<input type="text" value="0"/>	Therms
Cost of First Block	<input type="text" value="1.5061"/>	\$/Therms
Cost of Second Block	<input type="text" value="0"/>	\$/Therms
Cost of Third Block	<input type="text" value="0"/>	\$/Therms
Cost of Fourth Block	<input type="text" value="0"/>	\$/Therms
Winter		
Size of First Block	<input type="text" value="remainder"/>	Therms
Size of Second Block	<input type="text" value="0"/>	Therms
Size of Third Block	<input type="text" value="0"/>	Therms
Size of Fourth Block	<input type="text" value="0"/>	Therms
Cost of First Block	<input type="text" value="1.5061"/>	\$/Therms
Cost of Second Block	<input type="text" value="0"/>	\$/Therms
Cost of Third Block	<input type="text" value="0"/>	\$/Therms
Cost of Fourth Block	<input type="text" value="0"/>	\$/Therms
Extra Charges	<input type="text" value="0"/>	\$/Therms
Taxes	<input type="text" value="0"/>	%

### Fuel Oil Delivery Contract

In the course of conducting our analysis we contacted a local fuel oil carrier and obtained current pricing. In the table below we present the fuel oil delivery contract rates used in the HUD Utility Schedule Model:

Fuel Oil Delivery Contract		
Supplier Name	<input type="text" value="Bogue Oil, Inc"/>	
Effective Date	<input type="text" value="13-Jan-21"/>	
Monthly Charge	<input type="text" value="0"/>	\$/month
Size of First Block	<input type="text" value="remainder"/>	Gallons
Size of Second Block	<input type="text" value="0"/>	Gallons
Size of Third Block	<input type="text" value="0"/>	Gallons
Size of Fourth Block	<input type="text" value="0"/>	Gallons
Cost of First Block	<input type="text" value="2.84"/>	\$/Gallon
Cost of Second Block	<input type="text" value="0"/>	\$/Gallon
Cost of Third Block	<input type="text" value="0"/>	\$/Gallon
Cost of Fourth Block	<input type="text" value="0"/>	\$/Gallon
Extra Charges	<input type="text" value="0"/>	\$/Gallon
Taxes	<input type="text" value="0"/>	%

### Liquified Petroleum Gas (LPG) Delivery Contract

In the course of conducting our analysis we contacted a local LPG carrier and obtained current pricing. In the table below we present the liquified petroleum gas delivery contract rates used in the HUD Utility Schedule Model:

Liquified Petroleum Gas (LPG) Delivery Contract		
Supplier Name	<input type="text" value="A &amp; B Propane"/>	
Effective Date	<input type="text" value="13-Jan-21"/>	
Monthly Charge	<input type="text" value="0"/>	\$/month
Size of First Block	<input type="text" value="remainder"/>	lbs
Size of Second Block	<input type="text" value="0"/>	lbs
Size of Third Block	<input type="text" value="0"/>	lbs
Size of Fourth Block	<input type="text" value="0"/>	lbs
Cost of First Block	<input type="text" value="0.492924528"/>	\$/lb
Cost of Second Block	<input type="text" value="0"/>	\$/lb
Cost of Third Block	<input type="text" value="0"/>	\$/lb
Cost of Fourth Block	<input type="text" value="0"/>	\$/lb
Extra Charges	<input type="text" value="0"/>	\$/lb
Taxes	<input type="text" value="0"/>	%

## Water Supply Tariff

In the course of conducting our analysis we obtained current water rates. In the table below we present the water supply tariff used in the HUD Utility Schedule Model:

Water Supply Tariff		
Supplier Name	<input type="text" value="Chesterfield County"/>	
Effective Date	<input type="text" value="23-Aug-23"/>	
Monthly Charge	<input type="text" value="8.35"/>	\$/month
Size of First Block	<input type="text" value="remainder"/>	Cubic Feet
Size of Second Block	<input type="text" value="0"/>	Cubic Feet
Size of Third Block	<input type="text" value="0"/>	Cubic Feet
Size of Fourth Block	<input type="text" value="0"/>	Cubic Feet
Cost of First Block	<input type="text" value="0.0243"/>	\$/Cubic Feet
Cost of Second Block	<input type="text" value="0"/>	\$/Cubic Feet
Cost of Third Block	<input type="text" value="0"/>	\$/Cubic Feet
Cost of Fourth Block	<input type="text" value="0"/>	\$/Cubic Feet
Extra Charges	<input type="text" value="0"/>	\$/Cubic Feet
Taxes	<input type="text" value="0"/>	%

## Sewer Tariff

In the course of conducting our analysis we obtained current sewer rates. In the table below we present the sewer tariff used in the HUD Utility Schedule Model:

Sewer Tariff		
Supplier Name	<input type="text" value="Chesterfield County"/>	
Effective Date	<input type="text" value="23-Aug-23"/>	
Monthly Charge	<input type="text" value="14.15"/>	\$/month
Size of First Block	<input type="text" value="remainder"/>	Cubic Feet
Size of Second Block	<input type="text" value="0"/>	Cubic Feet
Size of Third Block	<input type="text" value="0"/>	Cubic Feet
Size of Fourth Block	<input type="text" value="0"/>	Cubic Feet
Cost of First Block	<input type="text" value="0.0256"/>	\$/Cubic Feet
Cost of Second Block	<input type="text" value="0"/>	\$/Cubic Feet
Cost of Third Block	<input type="text" value="0"/>	\$/Cubic Feet
Cost of Fourth Block	<input type="text" value="0"/>	\$/Cubic Feet
Extra Charges	<input type="text" value="0"/>	\$/Cubic Feet
Taxes	<input type="text" value="0"/>	%

### Trash Collection Fees

In the course of conducting our analysis we obtained current trash collection rates. In the table below we present the trash collection fees used in the HUD Utility Schedule Model:

Trash Collection Fees	
Studio	24.85
1 Bedroom	24.85
2 Bedroom	24.85
3 Bedroom	24.85
4 Bedroom	24.85

### Range/Microwave Fees

Not all units include ranges and/or microwave ovens. HUD requires that these typical appliances be accounted for in utility allowance determinations.

The table below includes the average monthly cost for renting or financing the purchase of a range and microwave oven for different size dwelling units for use in the HUD Utility Schedule Model:

Range/Microwave Fees	
Studio	4
1 Bedroom	4
2 Bedroom	4
3 Bedroom	4
4 Bedroom	4

### Refrigerator Fees

Not all units include refrigerators. HUD requires that refrigerators be accounted for in utility allowance determinations.

The table below includes the average monthly cost for renting or financing the purchase of a refrigerator for different size dwelling units for use in the HUD Utility Schedule Model:

Refrigerator Fees	
Studio	6
1 Bedroom	6
2 Bedroom	6
3 Bedroom	6
4 Bedroom	6

### Other Fees

In the table below we present the any other fees necessary for the HUD Utility Schedule Model:

Other Fees	
Studio	0
1 Bedroom	0
2 Bedroom	0
3 Bedroom	0
4 Bedroom	0

## CONCLUSIONS

The following table(s) summarize(s) our utility allowances for the area using the HUD Utility Schedule Model. Cells highlighted in gray are applicable to the subject property:

<b>Allowances for Tenant-Furnished Utilities and Other Services</b>		<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>					
Locality	Green Discount	Unit Type				Date (mm/dd/yyyy)	
<b>Chester</b>	<b>ENERGY STAR</b>	<b>Larger Apartment Bldgs. (5+ units)</b>				<b>8/23/2023</b>	
Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating							
Natural Gas	38.90	42.41	45.51	48.60	51.70	54.79	
Bottled Gas	30.11	35.42	40.10	44.77	49.45	54.12	
Electric Resistance	18.08	20.11	24.08	27.59	30.52	33.18	
Electric Heat Pump	10.02	11.78	13.98	15.67	16.88	17.69	
Fuel Oil	32.22	37.91	42.91	47.91	52.91	57.91	
Cooking							
Natural Gas	3.45	4.05	5.87	7.68	9.49	11.30	
Bottled Gas	5.20	6.12	8.86	11.60	14.33	17.07	
Electric	4.34	5.11	7.39	9.68	11.96	14.25	
Other	0.00	0.00	0.00	0.00	0.00	0.00	
Other Electric	16.39	19.29	26.83	34.38	41.93	49.47	
Air Conditioning	7.87	9.26	12.84	16.51	20.48	24.18	
Water Heating							
Natural Gas	7.67	9.03	13.04	17.05	21.07	25.08	
Bottled Gas	11.59	13.63	19.69	25.76	31.82	37.88	
Electric	10.33	12.15	15.51	18.86	22.22	25.58	
Fuel Oil	12.40	14.59	21.08	27.56	34.05	40.54	
Water	18.36	19.47	26.89	38.02	49.14	60.26	
Sewer	24.70	25.87	33.68	45.40	57.12	68.84	
Trash Collection	24.85	24.85	24.85	24.85	24.85	24.85	
Range/Microwave	4.00	4.00	4.00	4.00	4.00	4.00	
Refrigerator	6.00	6.00	6.00	6.00	6.00	6.00	
Other - specify	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Total</b>	0.00	77.06	103.44	133.11	0.00	0.00	

## **APPENDIX**

**Civil Engineer**

**What I Bring**

- Extensive Experience Private Sector
- Site Layout & Design
- Collaborate with Architects
- Water Distribution
- Sanitary Sewer Collection
- Onsite Wastewater Treatment & Disposal
- Multi-Family Development
- Construction Management
- Cost Estimating
- G.I.S.

**Areas of Technical Training**

- Advanced Wastewater Systems and Disposal
- BMP Design – Environmental
- GIS – Project Development
- Erosion Control
- Floodways – HEC-RAS
- AutoCAD & Carlson
- Land Surveying

**Engineering Registrations**

North Carolina - #14265  
South Carolina - #12334  
Virginia - #48209  
Kansas - #22011  
Louisiana - #21535

**Personal:**

Married – “Cathy” - 3 children  
Graduate of Louisiana Tech University - Engineering  
Carmel Baptist Church: member & teacher  
3<sup>rd</sup> Degree Blackbelt Karate  
U.S.Navy Sea Cadets Instructor

**Lash Engineering, Inc.** 1994 - Present

President, Office Manager, Project Engineer  
Charlotte, N.C.

- Civil Engineering Firm; Private Sector of Development in Commercial, Industrial, Retail, and Residential. Primarily our focus is in On-Site Wastewater and Multi-Family Planning & Design.
- Assist Owners for “Best Use” of property, Develop Site Layouts; Engineer site for Development & Permits; Coordinate & assist Architects for Building Design and site development.
- Coordinates with team of Professionals for Design, required Reports, Investigations, & Construction Management of Projects.
- Responsible for overall planning, direction, and coordination between all disciplines of design team, government agencies, & contractors.
- Represent clients at Zonings, Public Hearings and discussion meetings with public and elected officials.
- Advanced Onsite Wastewater Treatment & Disposal for residential, commercial, industrial, and retail.

**Burnell Associates;** 1987 – 1994

Project Engineer Charlotte, N.C.

Small Engineering firm – predominate in private sector.

Assisted firms with Engineering Plans for Development.

Crown Crafts, Inc., Roxboro, N.C., Person County; Campus Site Layout & Designs.

Revlon Manufacturing Facility, Oxford, N.C., Granville County. Campus Site Layout & Designs.

**Robert E. Jones & Associates;** 1982 – 1987

Project Engineer/Partner Shreveport, LA.

Private, Public Sector, Litigation assistance,

Public Sector: Project Engineer for projects with the City of Shreveport: Major Intersection design, 54” & 16” Water Transmission Main, Storm Drainage rehabilitation, several Parish Highways.

Private Sector: Water Park Design, ran 2 Survey Crews for Boundary & Topographic Maps.

Litigation: Tornado damage reports, foundation movement reports, engineering report for deer climbing stand.

# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

10-31-2024

NUMBER

0402048209

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS  
AND LANDSCAPE ARCHITECTS  
PROFESSIONAL ENGINEER LICENSE



MICHAEL WAYNE LASH  
1104 CINDY CARR DR  
MATTHEWS, NC 28105



Status can be verified at <http://www.dpor.virginia.gov>

22

  
Demetrios J. Mellis, Director



## QUALIFICATIONS

Allen & Associates Consulting is a real estate advisory firm specializing in affordable housing. Practice areas include low-income housing tax credits, tax-exempt bond transactions, HUD assisted and financed multifamily, USDA-RD assisted and financed properties, public housing, historic tax credits, conventional multifamily, and manufactured housing. Services include development consulting, rent comparability studies, market analysis, feasibility studies, appraisals, capital needs assessments, and utility studies.

Allen & Associates Consulting and its sister organization Allen & Associates Appraisal maintain offices in Charlotte, North Carolina and Detroit, Michigan, respectively. Allen & Associates is approved to provide its services throughout the United States.

The following is a listing of key personnel for Allen & Associates Consulting:

### Jeffrey B. Carroll

Jeffrey B. Carroll is President of Allen & Associates Consulting. Since 2000, Mr. Carroll has completed over 3800 development consulting assignments in 46 states. Major projects include:

- *Market Feasibility* - Completed market studies for 13 proposed tax credit apartment developments on behalf of the Georgia Department of Community Affairs. The portfolio included 5 family and 8 senior communities. Our analysis identified the 4 best deals for the housing finance agency to consider funding.
- *Valuation* - Developed a disposition plan for a 30-property portfolio of apartments on behalf of a private owner. The 921-unit portfolio (located in MD, DE, PA and VA) was valued at \$23 million. Our client relied on our valuations and advice to maximize sales proceeds for the portfolio.
- *Capital Needs Assessments* - Completed capital needs assessments for an 8-property portfolio of RD-financed apartments on behalf of a private developer. The portfolio (located in FL) included 6 family and 2 senior communities. Our client utilized our assessments to develop a scope of work for the proposed acquisition and renovation of the 214-unit portfolio.
- *Utility Allowance Studies* - Completed utility allowance studies for a portfolio of tax credit apartments on behalf of a large national owner/developer. The portfolio (located in CT, DC, IL, IN, MA, NC, OH, PA and VA) included 31 properties. Our client utilized our research to maximize rents and net operating income for the portfolio.
- *Underwriting* - Conducted a financial review on behalf of a local housing authority for the proposed redevelopment of a vacant historic textile mill into loft

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P.O. Box 79196

Charlotte, North Carolina 28271

Phone: 704-905-2276 · Fax: 704-220-0470

allenadvisors@gmail.com

apartments. Our client had been asked to issue \$4 million in tax-exempt bonds for the \$15 million project. Our assistance in underwriting the transaction resulted in the green light for the development.

Mr. Carroll's HUD consulting experience includes over 300 HUD Rent Comparability Studies, approximately 40 market studies and appraisals for proposed HUD transactions, over 200 market studies for proposed HUD 221d4/LIHTC transactions, and approximately 30 market studies and appraisals for proposed RAD/LIHTC conversions. And in 1999, Mr. Carroll received an invitation to submit a full HUD 207m application for a proposed manufactured home community development in Kansas City, which was never built because of the 2000 recession.

Mr. Carroll is a certified general appraiser, licensed to appraise real estate in the states of Delaware, Georgia, Maryland, North Carolina, South Carolina and Virginia. Mr. Carroll is also a designated member of the Appraisal Institute (MAI).

Mr. Carroll is a peer-reviewed member of the National Council of Housing Market Analysts, where he served on the Executive Committee and chaired the Data and Ethics Committees.

In addition, Mr. Carroll has also served as a market study reviewer for the Georgia and Michigan housing finance agencies.

Mr. Carroll has written articles on affordable housing, development, property management, market feasibility, and financial analysis for Urban Land magazine, The Journal of Property Management, Community Management magazine, Merchandise magazine, HousingThink, Tax Credit Advisor, and a publication of the Texas A&M Real Estate Research Center known as Terra Grande.

Mr. Carroll has conducted seminars on affordable housing, development, property management, market feasibility, and financial analysis for the American Planning Association, Community Management magazine, the Georgia Department of Community Affairs, Kansas Housing Resources Corporation, the Manufactured Housing Institute, National Association of State and Local Equity Funds, Virginia Community Development Corporation, the Virginia Center for Housing Research, the Virginia Housing Development Authority, and the National Council of Housing Market Analysts.

Mr. Carroll is also an experienced developer and property manager. His experience includes the development of tax credit and bond financed apartment communities, conventional market rate apartments, manufactured home communities, and single-family subdivisions. He has also managed a portfolio of apartment complexes and manufactured home communities.

The following is a summary of Mr. Carroll's relevant educational background:

Clemson University, Bachelor of Science Degree  
Major in Engineering  
Minor Concentration in Economics

1983

Harvard University, Master's Degree in Business Administration Major in General Management Minor Concentration in Economics and Real Estate	1988
Appraisal Institute Qualifying Education for Licensure Continuing Education for Licensure & MAI Designation	2001 2001-present
ASTM International Property Condition Assessments E2018.01	September 2006
The Institute for Professional and Executive Development Tax Credit Property Disposition	October 2007
National Council of Affordable Housing Market Analysts Semi-Annual Meeting & Continuing Education	2002 - present
U.S. Department of Housing and Urban Development Utility Allowance Guidebook MAP Training & Certification	September 2007 September 2007
USDA Rural Development Capital Needs Assessment Provider Training Accessibility Standards Training	September 2007 September 2007

Mr. Carroll, who was awarded a scholarship on the Clemson University varsity wrestling team, has served as an assistant coach for a local high school wrestling team. Mr. Carroll is the father of two and resides in Charlotte, North Carolina.

Debbie Rucker

Debbie Rucker is an analyst with Allen & Associates Consulting, coordinating market research for the company. Mrs. Rucker has worked on over 3800 assignments and has conducted over 50,000 rent surveys.

Mrs. Rucker was also responsible for compiling the database of detailed information on of every tax credit and tax-exempt bond transaction in Delaware, Georgia, Maryland, North Carolina, South Carolina and Virginia since 1999.

The following is a summary of Mrs. Rucker's relevant educational background:

National Council of Affordable Housing Market Analysts Semi-Annual Meeting & Continuing Education	September 2005
Semi-Annual Meeting & Continuing Education	October 2006
Carolinas Council for Affordable Housing Spectrum C <sup>3</sup> P Certification	October 2008

Mrs. Rucker is active in her church and helps run a local judo club. Mrs. Rucker is the mother of three and resides in Weddington, North Carolina.

Michael W. Lash

Michael W. Lash is President of Lash Engineering, an engineering firm located in Charlotte, North Carolina that works closely with Allen & Associates Consulting on utility allowance studies and other specific engagements. Since 1981, Mr. Lash has completed hundreds of assignments including the design of industrial, commercial, multifamily, and single-family developments. Mr. Lash is an expert in the design of utility systems, including wastewater and storm water treatment facilities.

Mr. Lash is a certified professional engineer, licensed in the states of Kansas, Louisiana, North Carolina, South Carolina, and Virginia. Mr. Lash graduated from Louisiana Tech University in Civil Engineering in 1981 and has conducted seminars on advanced wastewater treatment, storm water quality treatment and automated engineering drafting and design with Eagle Point Software.

Mr. Lash is active in his church and volunteers his time teaching karate at a local martial arts academy. Mr. Lash is the father of three and resides in Charlotte, North Carolina.

JEFFREY B. CARROLL  
P.O. Box 79196  
Charlotte, North Carolina 28271  
Phone: 704-905-2276 | Fax: 704-220-0470  
E-Mail: jeffcarroll2018@gmail.com

## Summary

Specialist in the development of workforce housing utilizing structural insulated exterior wall panels. Current activities include:

- Founder of Tartan Residential, a firm specializing in the development of workforce housing utilizing structural insulated exterior wall panels. Panelization delivers cost savings/benefits that put newly-constructed units within reach for workforce housing renters.
- Founder of Multifamily Building Systems LLC, a firm dedicated to the construction and operation of energy-efficient multifamily properties.
- Co-Founder of the Workforce Housing Development Corporation, a 501c3 non-profit dedicated to the construction, finance, and operation of workforce housing.
- Founder of Allen & Associates Consulting, a real estate advisory firm specializing in workforce and affordable housing.

## Current Activities

President | Tartan Residential, Inc. | Charlotte, NC | 1997 - present

Founder of Tartan Residential, a firm specializing in the development of workforce housing utilizing structural insulated exterior wall panels. Panelization delivers cost savings/benefits that put newly-constructed units within reach for workforce housing renters. Major projects include:

- Buchanan's Crossing Subdivision - A 40-unit duplex development serving families in Kansas City, Kansas. The estimated cost of this three-phase project is \$11.0 million. This mixed income project, targeting families between 50% and 120% of area median income, is financed with a mixture of conventional debt, conventional equity, and tax credit equity. Construction commenced in 2016.
- Davidson's Landing - A 115-unit garden apartment community serving families in Kansas City, Kansas. The cost of this project was \$26 million. This workforce housing development project, which targets families between 30% and 80% of area median income, was financed with tax-exempt bonds. Construction commenced in 2021 during COVID and the global supply chain crisis. The project was completed ahead of schedule and below budget in early 2023.
- Johnston Farms - A proposed 120-unit apartment community serving families in Rock Hill, South Carolina. The estimated cost of this project is \$35 million. This workforce housing development project, which targets families between 50% and 100% of area median income, is proposed to be financed with HUD 221d4 financing. Construction to begin in 2024.
- Dunbar Place - A proposed 100-unit apartment community serving families in Rock Hill, South Carolina. The estimated cost of this project is \$25 million. This workforce housing development project, which targets families between 50% and 80% of area median income, is proposed to be financed with LIHTCs and tax-exempt bonds. Secured the entitlements and initiated the bond inducement process prior to selling to a large non-profit in 2021.
- McLelland Village - A proposed 96-unit garden apartment community serving families in Mooresville, North Carolina. The estimated cost of this project is \$25 million. This workforce housing development project, which targets families between 50% and 80% of area median income, is proposed to be financed with LIHTCs and tax-exempt bonds. Secured the entitlements and initiated the bond inducement process prior to selling to a large non-profit in 2021.

Manager | Multifamily Building Systems LLC | Charlotte, NC | 2019 - present

Founder of Multifamily Building Systems LLC, a firm dedicated to the construction and operation of energy-efficient multifamily properties. MBS brings together building scientists, engineers, and specialty contractors to design, construct, and monitor high-performance buildings. Through the careful selection and sourcing of critical components, MBS helps owners maximize the returns on their multifamily investments.

Co-Founder | Workforce Housing Development Corporation, Inc. | Charlotte, NC | 2019 - present

Co-Founder and non-voting Advisory Board Member of the Workforce Housing Development Corporation, a 501c3 non-profit dedicated to the construction, finance, and operation of workforce housing.

Participating projects are positioned to deliver a triple bottom line return (financial, social, environmental) to investors. Major projects include:

- Attracted an affordable housing REIT to provide subordinate debt for as many as 100 workforce housing developments over the next 10 years. Successfully closed on a \$2 million investment in 2021.
- Provided \$450,000 in financing for a bond-financed multifamily development in 2021.
- Secured a tax-exemption for a rental workforce housing development resulting in a \$36 million tax-exempt bond inducement in 2022.
- Developed an intern program known as Workforce Housing University. Hosted 3 interns in 2022 introducing them to the development, construction, management, and finance of rental workforce housing.
- Co-created the HousingThink podcast, a program dedicated to analyzing and discussing the nation's affordable and workforce housing crisis.
- Developed an exchange program for 2 workforce housing developments with a twofold purpose: (1) to notify participating employers of vacant units at participating developments, and (2) to notify residents at participating developments of job openings with participating employers.
- Establishing a training incentive program for residents at participating developments seeking to work in manufacturing, the trades, and other select professions.
- Developing a comprehensive set of planning tools for workforce housing developers to utilize in land use, zoning, and entitlement matters.

President | Allen & Associates Consulting, Inc. | Charlotte, NC | 2000 - present

Founder of Allen & Associates Consulting, a real estate advisory firm specializing in workforce and affordable housing. Practice areas include low-income housing tax credits, tax-exempt bond transactions, HUD assisted and financed multifamily, USDA-RD assisted and financed properties, public housing, historic tax credits, conventional multifamily, and factory-built housing. Services include development consulting, feasibility studies, market analysis, rent comparability studies, appraisals, capital needs assessments, and utility studies. Performed over 3800 development consulting assignments in 46 states since 2000.

Mr. Carroll's HUD consulting experience includes over 300 HUD Rent Comparability Studies, approximately 40 market studies and appraisals for proposed HUD transactions, over 200 market studies for proposed HUD 221d4/LIHTC transactions, and approximately 30 market studies and appraisals for proposed RAD/LIHTC conversions. And in 1999, Mr. Carroll received an invitation to submit a full HUD 207m application for a proposed manufactured home community development in Kansas City, which was never built because of the 2000 recession.

## Prior Experience

### Co-Founder | Delphin Properties LLC | Charlotte, NC | 1998 - present

Co-founder of Delphin Properties, a firm specializing in the acquisition and development of manufactured home communities. This entity is currently inactive. Major projects included:

- Crystal Lakes - A 338-unit manufactured home community serving seniors in Fort Myers, Florida. Purchased the partially-constructed development in 1998, completed construction, and sold it in 2001 for a \$1 million profit.
- Mahler's Glen - A 348-unit development originally planned as a manufactured home community serving families in Garner, North Carolina. Secured zoning and site plan approval, engineered the property (including a private wastewater treatment facility), and sold it to a national homebuilder in 2000 for a \$2 million profit.
- Beacon Wood - A 363-unit development originally planned as a manufactured home community serving families in Crockery Township, Michigan. Secured zoning and site plan approval, engineered the property, and sold it to a regional homebuilder in 2001 for a \$1 million profit.

### Development Director | Clayton, Williams & Sherwood, Inc. | Austin, TX | 1995 - 1997

Development Director for Clayton, Williams & Sherwood, a privately-owned operator of manufactured home communities and apartment complexes. Major projects included:

- Multifamily Development - Managed the construction and lease-up of two apartment communities consisting of 564 units and valued at \$38 million. Each property leased up in excess of 25 units per month.
- Manufactured Home Community Development - Put together development plans for 4 landlease manufactured home communities consisting of 1800 units and valued at \$54 million.
- Modular Home Subdivision Development - Put together development plans for 2 fee simple modular home subdivisions consisting of 200 units and valued at \$20 million.

### Assistant to the President | Southwest Property Trust | Dallas, TX | 1993 - 1995

Assistant to the President for Southwest Property Trust, a large apartment REIT. Provided support to management personnel operating a 12,000-unit apartment portfolio.

### Investment Analyst/Manager | GE Capital | Dallas, TX | 1991 - 1993

Investment Analyst/Manager for GE Capital's Residential Construction Lending business. Assisted in the management of a \$500 million investment portfolio including 30 single family residential land development investments and 70 single family construction lines of credit.

### Regional Manager | Clayton, Williams & Sherwood, Inc. | Newport Beach, CA | 1989 - 1991

Regional Manager for Clayton, Williams & Sherwood, a privately-owned operator of manufactured home communities and apartment complexes. Major projects included:

- Multifamily Management - Management of a 1200-unit apartment portfolio valued at over \$72 million. Implemented a portfolio-wide 10 percent rent increase while cutting operating expenses 3 percent resulting in a \$7 million increase in portfolio value.
- Manufactured Home Community Management - Management of a 1200-unit manufactured home community portfolio valued at over \$36 million. Implemented a 15 percent rent increase in a 500-unit community resulting in a \$4 million increase in property value.

### Manufacturing Management | Milliken & Company | Pendleton, SC | 1983 - 1986

Manufacturing Manager for Milliken & Company, a specialty textile manufacturer headquartered in Spartanburg, South Carolina. Assigned to a dyeing and finishing facility. Exposed to a wide range of manufacturing issues: facility layout, purchasing, scheduling, material handling, automation, process improvement, quality control, inventory management, logistics, personnel, safety, environmental, and customer service.

## **Education**

### Harvard Business School | MBA, General Management, Real Estate, Economics | 1986 - 1988

Graduated in 1988 with an MBA from Harvard Business School. Emphasis in General Management and Real Estate with a minor concentration in Economics. Educational highlights include:

- Conducted a study of the passenger tire industry in 1986. Evaluated Firestone's competitive position relative to other tiremakers. Observed that other manufacturers enjoyed a cost advantage over Firestone because of superior scale, better capacity utilization, and more accumulated experience in tire production. Concluded that Firestone should merge with another tiremaker to bolster its competitive position. One year after completing this study, Firestone was acquired by Bridgestone - Japan's largest tiremaker.
- Performed financial analysis for a Boston-based tax credit syndicator to help pay for school. Evaluated two elderly tax credit deals that ultimately closed in 1989.

### Clemson University | BS, Engineering, Economics | 1978 - 1983

Graduated in 1983 with a BS in Engineering from Clemson University. Minor concentration in Economics. Honors included Dean's List and Alpha Lambda Delta honorary. Elected officer for Phi Delta Theta social fraternity. Awarded scholarship on Clemson's varsity wrestling team.

## **Certifications, Designations and Affiliations**

Mr. Carroll is a member of the Harvard Real Estate Alumni Organization, the HBS Real Estate Alumni Association, the HBS Social Enterprise Initiative, and the North Carolina Building Performance Association.

Mr. Carroll is a certified general appraiser, licensed to appraise real estate in the states of Delaware, Georgia, Maryland, North Carolina, South Carolina, and Virginia. Mr. Carroll is also a designated member of the Appraisal Institute (MAI).

Mr. Carroll is a peer-reviewed member of the National Council of Housing Market Analysts (NCHMA), where he served on the Executive Committee and chaired the Data and Ethics Committees.

## **Specialties**

Specialties include workforce and affordable housing, low-income housing tax credits, tax-exempt bond transactions, development, development consulting, land use, zoning, entitlements, structured real estate investments, multifamily, manufactured housing, modular construction, panelization, HVAC system design, and manufacturing management.

## Utility Allowance Estimate Certification

VHDA #: \_\_\_\_\_ Property name: \_\_\_\_\_

Utilities residents are responsible for:    ELECTRIC    GAS    WATER    SEWER    TRASH

YES    NO   Are there additional fees passed on to residents?

If YES, list Fee Type: \_\_\_\_\_ and Fee Amount: \$ \_\_\_\_\_

YES    NO   A copy of the [90-day notice sent to residents](#) is attached.

YES    NO   [Utility Allowance Estimates by BIN Number Spreadsheet](#), including each bedroom size and type using the utility allowance estimate, is attached.

YES    NO   Will a combination of utility allowance options be used? If YES, check options below and include documentation for all utility allowance estimates:

PHA    Local Utility Company    Energy Consumption Model    HUD Utility Schedule Model

**The following utility allowance option has been selected:**

UTILITY OPTIONS	DOCUMENTS REQUIRED
<input type="checkbox"/> Local Utility Company Estimate	Documents provided by local utility company supporting estimates for each unit size and type by square feet
<input type="checkbox"/> Energy Consumption Model	Documents provided by the professional engineer supporting estimates for each unit size and type
<input type="checkbox"/> HUD Utility Schedule Model (HUSM)	The completed HUSM, along with the supporting rates, schedules, taxes, fees, and riders

**Send utility allowance submission to VHDA:**

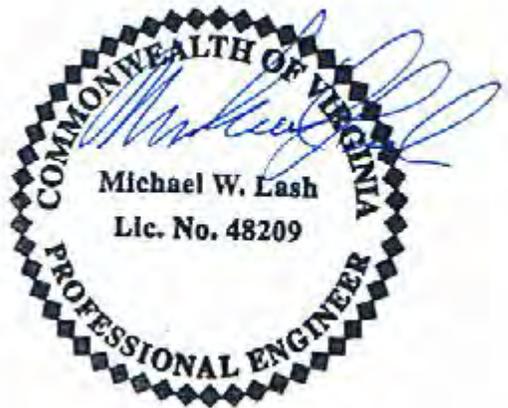
<p><b>Email:</b> Forms and documents scanned together in <b>one pdf package</b> to: <a href="mailto:utilityallowances@vhda.com">utilityallowances@vhda.com</a></p>	<p><b>Mail:</b> VHDA Compliance &amp; Asset Management Dept. P.O. Box 4630 Richmond, VA 23220-8630</p>	<p><b>Inquiries:</b> Regarding utility allowance approvals must be directed to: <a href="mailto:utilityallowances@vhda.com">utilityallowances@vhda.com</a></p>
--	--	--

I understand that VHDA may require additional information to substantiate the estimates provided herein. Also, I certify the following:

1. I have personally reviewed the documentation for each building/BIN (Building Identification Number) provided in this estimate.
2. For estimates based on utilities that are sub-metered, tenants only pay for utility consumption specific to their unit. Administrative fees of \$5.00 or less per month may be charged to the tenants. For administrative fees greater than \$5.00 per month, the difference must be included in gross rent and a utility allowance given and indicated on the Utility Allowance Estimates by BIN Number spreadsheet.
3. Cable television, telephone and internet costs are excluded from utility allowance calculations.
4. The estimate is based on available historical data from the most recent 12-month period. For New Construction, 12 months of data from similar units in similarly-constructed buildings in the project's geographic area was used.
5. Data is not more than 60 days old at the time of this submission.
6. All unit sizes and types in the property are listed on the enclosed Utility Allowance Estimate by BIN Number Spreadsheet, along with their correct, combined monthly average utility estimates. For any units not included in the estimate, the reason for exclusion is noted on the spreadsheet.
7. The documentation provided in this submission is complete and accurate.

**In addition to the owner’s certifications above, if the owner used a RESNET professional or engineer to complete the HUD Model or determine an Energy Consumption estimate, the owner and professional/engineer certify the following:**

8. The owner and professional/engineer are not related, as defined in IRC section 267(b) or 707(b).
9. If using the Energy Consumption Model, it takes into account limited to, unit size, building orientation, design and material and characteristics of the building location.
10. Utility rates are based on local rates and utility supplier(s) for no older than the rates in place 60 days prior to the date of
11. A copy of the professional/engineer’s current Virginia business certificate is attached.



**RESNET Professional or Engineer:**

<i>Printed Name</i>	<i>Signature</i>
---------------------	------------------

<i>License #</i>	<i>Name of Firm</i>
------------------	---------------------

**Owner/Authorized Signatory:**

<i>Printed Name</i>	<i>Signature</i>	<i>Date</i>
---------------------	------------------	-------------

# **Tab S:**

Supportive House Certification and/or  
Resident Well Being MOU

# **Tab T:**

Funding Documentation



**Virginia Housing Trust Fund (VHTF)**  
**FY 2024 Loan Terms & Conditions**  
**Colbrook 2, Better Housing Coalition**

The **Virginia Department of Housing and Community Development** herein referred to as “**DHCD**” or “**Lender**”, has approved the funding request of **Better Housing Coalition**, herein referred to as “**Developer**”, for the development **Colbrook 2**, herein referred to as the “**Project**”.

Please carefully review the following negotiable and non-negotiable terms of the **Virginia Housing Trust Fund (VHTF)** funding, herein referred to as the “**VHTF Loan**”, for the Project. This terms agreement will be used to draft the VHTF Program Agreement.

### **Loan Amount and Funding Reservation Expiration**

**Loan Source:** Virginia Housing Trust Fund  
**Loan Amount:** \$700,000 from this round, \$1,400,000 total

**Deadlines for top offs or new awards for a previously funded project: Program agreements must be executed by August 15th, 2024, with an estimated closing of permanent debt to take place no later than August 15th, 2026.**

DHCD shall be placed in the 2nd lien position, unless otherwise approved by the agency.

*\*If the Project requires a Sponsor Loan for these funds, please coordinate with your Program Administrator.*

### **Affordability Period**

The compliance and repayment periods begin upon loan closing. This loan constitutes permanent, must-pay, hard debt, which is not cash flow dependent.

<b>Virginia Housing Trust Fund Loan Terms</b>	
<b>Interest Rate</b>	0.00%
<b>Loan Repayment Period</b>	30 years (360 months)
<b>Mandatory Compliance Period</b>	30 years (360 months)
<b>Extended Compliance Period (by developer request – use checkboxes)</b>	<input type="checkbox"/> Coterminous with first mortgage (Virginia Housing) <input type="checkbox"/> Coterminous with first mortgage (HUD)

# VHTF - FY 2024 Loan Terms & Conditions, Continued: Colbrook 2

## **Fund Disbursement and Loan Closing**

It is the intention of the Lender to disburse the VHTF Loan as part of the permanent financing package upon final permanent close, which includes the issuance of the final Certificate of Occupancy or Certificate of Substantial Completion.

Final permanent close shall commence upon receipt of acceptable title, survey, and environmental reports, closing of other required funding, customary due diligence, rehabilitation completion (if applicable), rental occupancy report, and issuance of COO/CSC by a local building official. Impediments to loan closing include but are not limited to, failure to complete construction/renovations, due diligence items, or rent and occupancy requirements for the project in accordance with program requirements.

## **Loan Forgiveness or Repayment**

At the end of a successful 30-year minimum mandatory compliance and/or affordability period, it is the intention of the Lender to forgive the deferred principle. To satisfy prior requests of developer and investor counsel, DHCD standardized the forgiveness language.

The VHTF Program Agreement will include the following uniform forgiveness language:

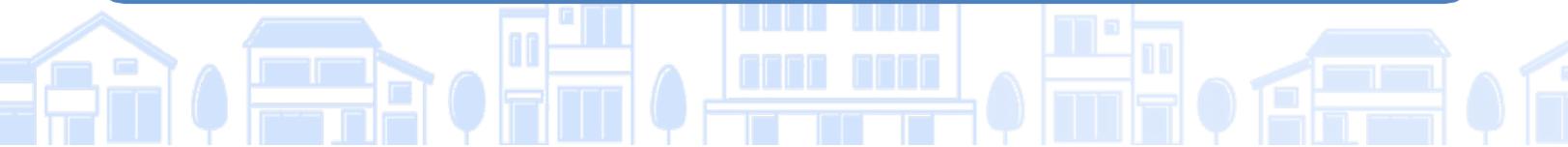
***Section V. Affordability Period** - At the end of the Affordability Period, at DHCD's sole discretion, the initial principal and any accrued interest may be either repaid or forgiven, provided the recipient has been in compliance for 30 years.*

## **Unit Designation and Rent Limits**

All sources require a minimum of five units which meet the income and rent requirements of the program for which funding is awarded. The Virginia Housing Trust Fund program requires at least five units at or below 80% of the Area Median Income (AMI).

The Project will have all units available for households at or below 80% AMI. The total unit count for the Project is **47**.

Any changes to the unit designation and rent limits included in your application must be approved by DHCD.



**VHTF - FY 2024 Loan Terms & Conditions,**

**Continued:**

**Colbrook 2**

**Additional Conditions**

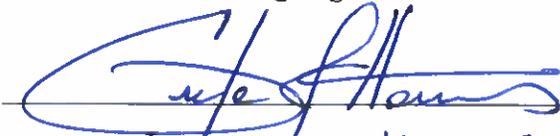
Estimated Timeline From Application	
Start of Construction	12/21/2021
End of Construction	4/9/2024
Permanent Conversion	12/31/2024

**Deadlines for top offs or new awards for a previously funded project: Program agreements must be executed by August 15th, 2024, with an estimated closing of permanent debt to take place no later than August 15th, 2026.**

Failure to execute a program agreement within the timeframe above could result in the de-obligation of funds to your project.

Please execute and return this document to DHCD via email. Once received, DHCD will be in communication with you regarding next steps.

**The undersigned accepts the obligation of funds, and agrees to the programmatic terms & conditions of the foregoing commitment:**



Name: GRETA J. HARRIS Date: 8/15/24

Title: PRESIDENT & CEO

Organization: BETTER HOUSING COALITION



### **Proffer Reduction Explanation**

Per the attached letter from Chesterfield County (attachment A), their Road Proffer Policy is a maximum of \$9,400 per unit. For Colbrook, that cost would be **\$441,800**. The letter goes on to state that this development qualifies for road proffer relief. As spelled out in our rezoning case, the County agreed to reducing Road Proffers to **\$0** for this development (attachment B).

The difference between the maximum and the reduced proffers - **\$441,800**– represents a subsidized funding source.



## Department of Community Enhancement Chesterfield County, Virginia

9800 Government Center Pkwy – P.O. Box 40 – Chesterfield, VA 23832  
Phone (804) 717-6001 – [chesterfield.gov/enhancement](http://chesterfield.gov/enhancement)

Attachment A

Daniel Cohen  
Director

March 16, 2021

To Whom it May Concern:

I am writing on behalf of the project known as the Colbrook Apartment Project. The County Board of Supervisors adopted an incentive policy for the Route 1 Corridor. As part of the implementation strategy for the Northern Jefferson Davis Special Area Plan, the policy makes available performance-based grants for projects that: 1) promote the goals and objectives of the special area plan, 2) invest at least \$5 million, and 3) do so in one of the targeted zones (Rt. 1 and Willis Road, Rt. 1 and Rt. 288, or Rt. 1 and Chippenham Parkway). Under the policy, such a project would receive 80 percent of their incremental real estate taxes back in a grant for the first seven years. That grant would then trail off to 60, 40 and 20 percent, respectively, for the final three years of the ten-year grant period. This project is eligible for this incentive.

On the issue of proffers, the County adopted a proffer policy that is quite specific with respect to a development's mitigation of its impact on County transportation facilities. As described in the [Road Cash Proffer Policy \(PDF\)](#), the development's impact can be satisfied through cash proffers, in-kind improvements or property dedications but, in any event, the County's maximum road proffer that it will accept is \$9,400 per unit (section B.3). However, the County will also consider as mitigation unique circumstances of areas surrounding a proposed development that will benefit adjacent areas in need of revitalization, based upon revitalization criteria tracked annually by the County. For development proposals considered under these circumstances the County will consider the impact to be mitigated in whole or part and a road cash proffer will not be accepted.



## Department of Community Enhancement Chesterfield County, Virginia

9800 Government Center Pkwy – P.O. Box 40 – Chesterfield, VA 23832  
Phone (804) 717-6001 – [chesterfield.gov/enhancement](http://chesterfield.gov/enhancement)

Daniel Cohen  
Director

This project demonstrated these unique circumstances and, therefore, under the Road Cash Proffer Policy, the County Board of Supervisors considered the development's impact to be fully mitigated and will not accept cash proffers for the project.

If you have any questions, I can be contacted by phone or email below.

Sincerely,

*Daniel Cohen*

**Daniel Cohen, Director**

Department of Community Enhancement

804.748.1049 (office)

804.796.9695 (fax)

[cohend@chesterfield.gov](mailto:cohend@chesterfield.gov)

Web



# 21SN0519 – Richmond Affordable Housing

Magisterial District - Bermuda

Agent – **John Bolton** (804-644-1057)

BOS Public Hearing - **January 27, 2021**

Time Remaining

**365 Days**

Case Manager

**Josh Gillespie**

(804-796-7122)

## Request

### Rezoning & Conditional Use Planned Development

A multifamily development, with up to 152 dwelling units, is planned.

## Planning Commission Recommendation

**Approval**

## Staff Recommendation

**Approval**

## The Property

13916 and 13920 Jefferson Davis Highway

## Site Size

9.8 Acres

## Comprehensive Plan – Land Use Designation

Neighborhood Business

## Plan Area

County Wide Plan

Figure 1: Aerial of Request Area – Click Image for Link to GIS



Figure 2: Area Map of Request & Land Use Plan Map



## Summary of Proposal

Rezoning from Commercial Business (C-5) and Agricultural (A) districts to Multifamily District (R-MF) and conditional use planned development (CUPD) to permit multifamily uses including a community building with office uses. Specifically, these exceptions pertain to 1) project size, 2) density, 3) setbacks, 4) width of access drives, 5) recreational areas, 6) number of dwelling units per floor, and 7) parking standards.

- A multifamily residential development is proposed on properties fronting Jefferson Davis Highway (US 1/301), with an improved connection to Hillsview Avenue planned. A total of 152 units are planned, yielding a density of approximately 15.5 dwelling units per acre.
- **The Property is located within an area identified for revitalization. Under the Road Cash Proffer Policy, no road cash proffer will be accepted.**

**AMERICAN RESCUE PLAN ACT  
AFFORDABLE HOUSING TRUST FUND SUBRECIPIENT AGREEMENT  
BETWEEN  
COUNTY OF CHESTERFIELD, VIRGINIA  
AND  
BETTER HOUSING COALITION**

THIS AMERICAN RESCUE PLAN ACT AFFORDABLE HOUSING TRUST FUND SUBRECIPIENT AGREEMENT (this “Agreement”) is entered into and made effective this 3<sup>rd</sup> day of July, 2023 (the “effective date”), by and between the County of Chesterfield, Virginia (“County”), a political subdivision of the Commonwealth of Virginia, and Better Housing Coalition (“Subrecipient”), a Virginia non-stock corporation with a principal office located at 23 West Broad Street, Suite 100, Richmond, VA 23220.

**WITNESSETH:**

WHEREAS, the County has received and appropriated \$68.5 million in funding from the United States Government under Section 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. 117-2 (March 11, 2021) (“ARPA”), as Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”);

WHEREAS, one of the eligible uses of SLFRF funds is to build stronger neighborhoods and communities by developing affordable housing;

WHEREAS, the County has allocated \$4 million of its total SLFRF funds to create an Affordable Housing Trust Fund to provide financial resources to address the deficit of quality affordable housing in the County and to increase the production of affordable housing units in the County;

WHEREAS, the County wishes to engage Subrecipient to promote the development of affordable housing units in the County by loaning SLFRF funds from the County’s Affordable Housing Trust Fund to an affiliate of Subrecipient (the “Project Owner”) to finance the Project Owner’s development of affordable housing units; and

WHEREAS, federal regulations require a subrecipient agreement for these purposes.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and Subrecipient hereby agree as follows:

1. Scope of Services. Subrecipient shall provide the services detailed in Attachment A attached hereto. Subrecipient’s provision of services shall be in compliance with the requirements of Attachments A, B, C, and D attached hereto, which are hereby incorporated and made part of this Agreement by reference.

2. Term of Agreement. This Agreement shall commence on the effective date and terminate on the later of (1) the issuance of a certificate of occupancy for the project and (2) Subrecipient's expenditure (or return) of all Grant Funds and submission of a Final Report to the County, as provided in Attachment B, unless terminated earlier in accordance with other provisions herein.

3. Grant Funds. As compensation for the services provided by Subrecipient under this Agreement, the County agrees to pay Subrecipient a total fee not to exceed Six Hundred Thousand Dollars (\$600,000) (the "Grant Funds").

4. Payment of Grant Funds. The County shall make payment to Subrecipient of the Grant Funds in accordance with Attachment C.

5. Use of Grant Funds. Subrecipient shall use the Grant Funds, and shall ensure that the Project Owner uses the Grant Funds, in accordance with the guidelines included in Attachments A and C, and for no other use or purpose. Subrecipient's use of the Grant Funds shall comply with all federal, state, and local laws and regulations regarding SLFRF funds, including ARPA, its implementing regulations, and the U.S. Department of the Treasury's (the "Treasury") guidance, and Subrecipient shall ensure that the Project Owner's use of the Grant Funds complies with all such laws and regulations. Subrecipient agrees to utilize the Grant Funds, and to ensure that the Project Owner utilizes the Grant Funds, under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient shall ensure the Project Owner's compliance with all applicable requirements in this Agreement through a binding, written agreement with the Project Owner.

6. Audits.

a. As a condition of receiving the Grant Funds from the County, Subrecipient shall be, and shall ensure that the Project Owner shall be, subject to periodic audits of Subrecipient's and the Project Owner's finances and expenditures of the Grant Funds by the County Auditor on demand without notice. If it is determined during the course of an audit that Subrecipient and/or the Project Owner used Grant Funds for unallowable costs under this Agreement, Subrecipient shall promptly reimburse the County for such payments upon request.

b. During the term of this Agreement and until the end of Subrecipient's fiscal year immediately following the expiration or earlier termination of the Agreement, Subrecipient shall provide, and shall ensure that the Project Owner provides, the County with annual audit reports for Subrecipient's and the Project Owner's fiscal year within thirty (30) days after completion of the audit, but in no event later than nine (9) months after the end of the audit period. For purposes of clarification, Subrecipient and the Project Owner shall be required to provide the County with an annual audit report for the fiscal year in which the Agreement expires or terminates, notwithstanding that the Agreement may have expired or been terminated prior to the end of the Subrecipient's fiscal year. In preparing and submitting the audits, Subrecipient and the Project Owner shall comply with the audit requirements in

Title 2 Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (“2 CFR §§ 200.500-521”). If Subrecipient’s and/or the Project Owner’s total federal grant expenditures during its fiscal year are below the federal audit threshold in 2 CFR § 200.501, Subrecipient and/or the Project Owner may submit an annual audit report to the County’s Community Enhancement Department that does not comply with the federal audit requirements in 2 CFR §§ 200.500-521, but in such event, Subrecipient and/or the Project Owner shall include a certification along with its audit report that its federal grant expenditures were below the audit threshold in 2 CFR § 200.501.

7. **Reporting Requirements.** During the term of this Agreement, Subrecipient shall provide the County with quarterly program reports containing the information detailed in Attachment B. In addition to the required quarterly reports, Subrecipient shall furnish the County with any information which it reasonably requests, in writing, within thirty (30) days of the receiving the request.

8. **Retention of Records.** Subrecipient shall retain, and shall ensure that the Project Owner retains, all records relating to this Agreement for a period of not less than five (5) years following the expiration or earlier termination of this Agreement, provided that if a legal dispute relating to Subrecipient’s and/or the Project Owner’s provision of services under this Agreement arises, Subrecipient shall retain, and shall ensure that the Project Owner retains, such records until final resolution of the dispute, notwithstanding that such resolution may occur more than five (5) years following the expiration or earlier termination of this Agreement. The County, the Treasury, and the Comptroller General of the United States, or any of their authorized representatives, shall have access to Subrecipient’s and the Project Owner’s records as outlined in Attachment D.

9. **Acknowledgment of Donation.** In connection with all programs, events, or other matters funded in whole or in part with the Grant Funds, Subrecipient shall acknowledge, and shall ensure that the Project Owner acknowledges, the County as a donor, contributor, or sponsor and shall include such acknowledgment in any promotional materials, brochures, publications, websites, or other visible locations promoting any such matter. The County shall have the right to review and approve any such acknowledgment. Moreover, the County shall have the right, in its sole discretion, to require the removal of its name from any such materials.

10. **Modification of Agreement.** This Agreement shall not be modified, altered, changed or amended except by a writing duly executed by the County and Subrecipient.

11. **Compliance Monitoring.** The County shall monitor Subrecipient’s performance against the goals and performance standards stated in this Agreement. Substandard performance as determined by the County will constitute a default under the Agreement.

12. **Subrecipient’s Representations and Warranties.** Subrecipient represents and warrants the following:

- a. Subrecipient is and will remain during the entire term of this Agreement an organization providing affordable housing development services;
- b. Project Owner is and will remain during the entire term of this Agreement an entity developing, owning and/or operating affordable housing;
- c. Subrecipient is duly authorized to enter into this Agreement and the person signing this Agreement on its behalf is authorized to bind Subrecipient to this Agreement's terms and conditions;
- d. Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency; and
- e. Subrecipient has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the services provided under this Agreement.

13. Administrative Requirements. Subrecipient shall provide the County with a copy of its EIN/Tax Identification Number, DUNS number, and current federal nonprofit status at the signing of this Agreement.

14. Assignment. Subrecipient and the County bind themselves and their respective successors and assigns to this Agreement. Except as expressly provided for in this Agreement, Subrecipient shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the County. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee or agent of the County, nor shall it be construed as giving any rights or benefit to anyone other than the County and Subrecipient.

15. Indemnification. Subrecipient agrees to hold harmless and indemnify the County and its officers, officials, employees, and agents from any and all losses, expenses, or damages of every kind, nature, or description arising under or related in any way to the Agreement and any loan or work pursuant to it.

16. Compliance with Applicable Law and Regulations. Subrecipient agrees to comply with, and agrees to ensure the Project Owner's compliance with, the requirements of all applicable statutes, regulations, executive orders, and ordinances including, without limitation, the following:

- a. ARPA, its implementing regulations, and guidance issued by the Treasury, including the Treasury's FAQs;
- b. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), and its implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), and its implementing regulations, which prohibit discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefiting from federal financial assistance;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and its implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance;
- f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;
- g. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as the Treasury may determine are inapplicable to the Grant Funds and subject to such exceptions as may otherwise be provided by the Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, and the general procurement standards at 2 C.F.R. § 200.318 shall apply to this Agreement;
- h. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- i. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- j. OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and the Treasury’s implementing regulation at 31 C.F.R. Part 19;
- k. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200, is hereby incorporated by reference;
- l. Government Wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- m. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- n. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations;
- o. Generally applicable federal environmental laws and regulations;

17. Title VI Assurances.

- a. Subrecipient shall comply with, and shall ensure the Project Owner’s compliance with, Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial

assistance, 42 U.S.C. § 2000d et seq., as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

- b. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Treasury's directives, and shall ensure that the Project Owner initiates reasonable steps, or complies with the Treasury's directives, to ensure that LEP persons have meaningful access to Subrecipient's and/or the Project Owner's programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
- c. Subrecipient agrees to consider, and shall ensure that the Project Owner agrees to consider, the need for language services for LEP persons when Subrecipient and/or the Project Owner develop(s) applicable budgets and conducts programs, services, and activities. As a resource, the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- d. Subrecipient acknowledges and agrees that compliance with this Section constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient, the Project Owner, and their respective successors, transferees, and assignees for the period in which such assistance is provided.

18. Termination. This Agreement may be suspended or terminated if Subrecipient materially fails to comply with any term of the Agreement. In addition, the County shall have the right to terminate this Agreement for convenience at any time. Upon termination, the County retains the right to recover any improper expenditures from Subrecipient, and Subrecipient shall return to the County any improper expenditures no later than thirty (30) days after the date of termination.

19. Non-Appropriation. It is understood and agreed between Subrecipient and the County that the County shall be bound hereunder only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this Agreement. In the event no funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this Agreement, then this Agreement shall automatically terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever. In the event funds in an amount less than the total amount of the Grant Funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this

Agreement, then the County's obligations under this Agreement shall be reduced to the amount of funds appropriated and budgeted or otherwise available.

20. Funding Disruption. If the County's SLFRF funds from the United States Government are terminated, restricted, or otherwise curtailed in any manner by the Treasury or the Board of Supervisors of Chesterfield County, this Agreement shall terminate automatically on the date of such action.

21. Insurance Requirements.

a. Subrecipient shall purchase and maintain in force, at its own expense, and shall ensure that the Project Owner purchases and maintains in force, at its expense, during the term of this Agreement, such insurance as will protect Subrecipient, the Project Owner, and the County from claims which may arise out of or result from Subrecipient's and/or the Project Owner's performance of services under this Agreement, whether the services be performed by Subrecipient and/or the Project Owner itself, Subrecipient's and/or the Project Owner's employees, agents, subcontractors, or anyone for whose acts any of them may be liable (collectively, the "Subrecipient Actors"). The insurance coverages shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting from any actions on the part of Subrecipient Actors.

Subrecipient shall furnish, and shall ensure that the Project Owner furnishes, insurance in satisfactory limits, and on forms and of companies that are acceptable to the County Attorney's and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable) before entering into any agreement to sublet any part of the services to be performed under this Agreement. All insurance carriers shall waive any and all subrogation against the County, and it shall be the responsibility of the Subrecipient/Subrecipient's insurance professional to ensure compliance with this requirement.

Subrecipient's and the Project Owner's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that the County may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve Subrecipient of any obligations under this Agreement. Subrecipient and the Project Owner shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

Subrecipient shall maintain, and shall ensure that the Project Owner maintains, during the term of this Agreement the following equivalent coverage and minimum limits:

- i. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, \$2,000,000 general aggregate. The certificate of insurance required in Section 21(b), below, shall state that the coverage specifically includes abuse and molestation.
- ii. Business Automobile Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired and non-owned automobiles; and

- iii. Workers' Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.
- iv. Professional Liability: \$2,000,000 per occurrence or claim

b. Subrecipient shall furnish, and shall ensure that the Project Owner furnishes, a copy of a certificate of insurance to the County as evidence of the required insurance. The County will not execute this Agreement before receiving the certificates of insurance. Subrecipient shall be responsible for maintaining current certificates of insurance on file with the County. The insurance certificate must:

- i. Reflect that the Commercial General Liability policy names the County of Chesterfield, its officers, employees, and agents as an additional insured by endorsement to the policy. Additional insured status applies to all activities/services of the named insured performed under this Agreement for this policy period;
- ii. Reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the County; and
- iii. Have an authorized signature.

22. Governing Law; Venue and Jurisdiction. This Agreement shall be governed by the laws of the Commonwealth of Virginia, excepting its law regarding the conflict of laws. Any dispute or litigation arising out of this Agreement shall be brought in the Courts of the Commonwealth of Virginia, in and for Chesterfield County, to the express exclusion of any otherwise permissible forum or venue.

23. Independent Contractor. Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The County is exempt from payment of all unemployment compensation, FICA, retirement, life, and/or medical insurance and workers' compensation insurance because Subrecipient is an independent contractor.

24. Non-Waiver. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedy available to the County at law or in equity.

25. Conflict of Interest. Subrecipient shall maintain a written code of standards of conduct governing the performance of its employees engaged in the selection, award, and administration of contracts under this Agreement. No employee, officer or agent of Subrecipient shall

participate in the selection, award, or administration of this Agreement, or any subcontract, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in Subrecipient. Subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. However, Subrecipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Subrecipient's officers, employees, or agents, or by contractors or their agents.

Subrecipient shall ensure that the Project Owner complies with the requirements of this Section 25.

26. Notices.

A. Any notices desired or required to be given under this Agreement shall be in writing and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and shall be addressed to the party to which it is intended at the addresses listed below:

If to the County:

Daniel Cohen  
Director of Community Enhancement  
County of Chesterfield  
9800 Government Center Parkway, Second Floor  
Chesterfield, VA 23832  
(804) 751-4680  
[cohend@chesterfield.gov](mailto:cohend@chesterfield.gov)

If to Subrecipient:

Better Housing Coalition  
23 West Broad Street, Suite 100  
Richmond, VA 23220

B. Either party may change the addresses set forth in this section by submitting a written statement that the party is making such a change and setting forth the new address for notice purposes.

27. Entire Agreement. This Agreement constitutes the entire agreement between the County and Subrecipient for the use of the Grant Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the parties with respect to this Agreement.

28. No Third-Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation either party has to the Treasury in connection with the use of SLFRF funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

29. Severability. In the event that one or more provisions of this Agreement is determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

30. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the County of Chesterfield, Virginia, and Better Housing Coalition have executed this Agreement.

COUNTY OF CHESTERFIELD, VIRGINIA

By: C. Matt Harris  
© Matt Harris (Jul 3, 2023 15:13 EDT)

Christopher "Matt" Harris  
Deputy County Administrator

Date: 7/3/23

Approved as to form:

Meredith Carpenter

Meredith E. Carpenter  
Senior Assistant County Attorney

Date: 7/3/23

BETTER HOUSING COALITION

By: Greta J. Harris

Name: Greta J. Harris  
Title: President and CEO

Date: 07-01-23

## **ATTACHMENT A**

### **SCOPE OF WORK**

Subrecipient Name: Better Housing Coalition

Program Title: Loan to Finance Affiliate's Affordable Housing Development

Better Housing Coalition (hereafter "Subrecipient") shall use the Grant Funds to make a loan to an affiliate of Subrecipient (the "Project Owner") to be used for development costs in connection with the Project Owner's development of affordable housing units, which loan is expected to be paid back out of residual cash flow earned by the operation of such affordable housing units. Subrecipient shall ensure the Project Owner's compliance with the terms and conditions of this Agreement through a written, binding agreement, and, as necessary, will incorporate by reference this Agreement into its loan documents with the Project Owner. All funds must be expended and documented before December 31, 2026. The Project Owner's affordable housing units must be developed for households impacted by the coronavirus pandemic. These households are defined by incomes at or below 300% percent of the Federal Poverty Guidelines, incomes at or below 65% of the median income for Chesterfield County or households earning less than \$65,880.

No change in the delivery of services described in the scope of work may be made without prior written consent of the County, except that Subrecipient shall have the right to alter the schedule for service delivery depending upon demand for such services.

Neither Subrecipient nor the Project Owner may use the Grant Funds for any ineligible uses under ARPA, as determined by the Treasury in its regulations and guidance, including but not limited to deposits to rainy day funds or financial reserves, deposits into defined benefit pension funds, payment of any debt incurred prior to March 3, 2021, general infrastructure spending, and legal settlements or judgments.

## **ATTACHMENT B**

### **Reporting Requirements**

#### **Reporting Requirements:**

Subrecipient shall provide the County with quarterly progress reports on or before the 15<sup>th</sup> day of the first month of each quarter upon execution of this Agreement (quarters run from January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31 of each year). The quarterly report must include a narrative on the Project Owner's construction progress and the Project Owner's use of the Grant Funds. In addition, Subrecipient must provide a Final Report no later than 30 days after completion of the project or exhaustion of all available funding, whichever shall occur first, that includes the following:

- Narrative of outcomes of the affordable housing development project
- Photos of completed work
- Number and demographic information of Chesterfield residents assisted
- Any other information regarding the project requested by the County

In addition to the reporting requirements detailed above, Subrecipient shall comply, and shall ensure that the Project Owner complies, with all reporting obligations established by the Treasury as they relate to this Agreement, including the Treasury's Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, as it may be amended. Reporting requirements may be updated by the County during the Agreement period per the Treasury's directions, and Subrecipient's reports shall comply with the reporting guidance for the appropriate time period.

#### **Meeting Requirement**

At a minimum, one (1) meeting with Subrecipient and County must occur between the Agreement execution date and January 31, 2024 to discuss progress being made on the project.

## **ATTACHMENT C**

### **Use and Payment of Funds**

Subrecipient shall use, and shall ensure that the Project Owner uses, Grant Funds provided by the County under the County's Affordable Housing Trust Fund in accordance with the guidelines below:

#### **Compliance with ARPA**

Subrecipient shall use, and shall ensure that the Project Owner uses, the Grant Funds disbursed under this Agreement only in compliance with ARPA, the Treasury's implementing regulations, and the Treasury's guidance, including its FAQs.

#### **Eligible Expenses**

Subrecipient shall use the Grant Funds only for the following eligible expenses:

- Making a loan to the Project Owner to finance development costs in connection with the Project Owner's development of affordable housing units.

Subrecipient shall ensure that the Project Owner uses the Grant Funds only for the following eligible expenses:

- Developing affordable housing units in accordance with the requirements detailed in Attachment A – Scope of Work.

Eligible expenses are limited to those incurred after March 3, 2021.

#### **Payment of Funds**

The County will disburse 100% of the total Grant Funds to Subrecipient on the date of the closing of the construction financing. The County will not process payments until it receives and reviews the required documentation to ensure it is complete and accurate.

If questions arise regarding Subrecipient's expenditure of the Grant Funds, the County may request Subrecipient to provide information about the expenditures, and Subrecipient will have five (5) business days to provide the requested information to the County.

#### **Return of Funds**

Notwithstanding anything in this Agreement to the contrary, if Project Owner does not complete the development of the affordable housing units and obtain a certificate of occupancy for the project by July 1, 2026, then Subrecipient must return all Grant Funds to the County.

**Unexpended Funds**

All funds paid by the County to Subrecipient hereunder which remain unobligated by Subrecipient by the termination or earlier expiration of this Agreement shall be promptly returned to the County no later than thirty (30) days after the termination or earlier expiration of this Agreement. Additionally, Subrecipient may return funding to the County at any time prior to the expiration or earlier termination of this Agreement.

**Mis-Expended Funds**

Any funds disbursed by the County to Subrecipient hereunder which are expended in violation or contravention of one or more provisions of the Agreement or applicable federal law or regulation must be promptly returned to the County no later than thirty (30) days after the County's written demand. The right to recovery provided in this section is in addition to and not in lieu of any rights and remedies the County may have for breach of contract.

## **ATTACHMENT D**

### **Records and Inspection**

Subrecipient shall maintain and retain, and shall ensure that the Project Owner maintains and retains, full and accurate records relating to the use of Grant Funds, including accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records, and any other documentation necessary to substantiate charges related to this Agreement and to support compliance with the terms of this Agreement. Subrecipient's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Subrecipient pursuant to this Agreement, and to verify Subrecipient's compliance with the terms of this Agreement. Subrecipient shall also ensure that the Project Owner's records are open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Subrecipient pursuant to this Agreement, and to verify the Project Owner's compliance with the terms of this Agreement. Such records subject to examination shall also, include without limitation, those records necessary to evaluate and verify direct and indirect costs (including indirect labor and overhead allocations) as they may apply to costs associated with this Agreement. The County shall have access to such records from the effective date of this Agreement, for the duration of the Agreement, and until five (5) years after the date of final payment by the County to Subrecipient pursuant to this Agreement. The County's employees, agents or authorized representatives shall have access to Subrecipient's and the Project Owner's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this paragraph. The Treasury and the Comptroller General of the United States, or any of their authorized representatives, shall also have access to and the right to examine, monitor, audit, and reproduce Subrecipient's and the Project Owner's records relating to this Agreement.

**ATTACHMENT E**

**FEDERAL AWARD IDENTIFICATION**

Subrecipient Name: Better Housing Coalition

DUNS Number: 784247111

Amount of federal funds obligated to the subrecipient: \$600,000

Total amount of federal funds obligated to the subrecipient: \$600,000

Total amount of the federal award: \$600,000

Federal award project description: Chesterfield Affordable Housing Trust Fund Colbrook

Name of the Federal awarding agency, pass-through entity, and contact information for the awarding official:

United States Department of the Treasury  
Office of Recovery Programs  
Coronavirus State and Local Fiscal Recovery Funds  
1111 20<sup>th</sup> Street NW, Washington DC, 20526

# Colbrook II - ARPA Affordable Housing Trust Fund Subrecipient Agreement

Final Audit Report

2023-07-03

Created:	2023-07-03
By:	Jessica Sagara (sagaraj@chesterfield.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3vMscTasqSHqj21fRxzHeNM4FrI0bbE6

## "Colbrook II - ARPA Affordable Housing Trust Fund Subrecipient Agreement" History

-  Document created by Jessica Sagara (sagaraj@chesterfield.gov)  
2023-07-03 - 2:20:59 PM GMT- IP address: 198.101.7.221
-  Document emailed to carpenterm@chesterfield.gov for signature  
2023-07-03 - 2:21:56 PM GMT
-  Email viewed by carpenterm@chesterfield.gov  
2023-07-03 - 2:41:43 PM GMT- IP address: 104.47.64.254
-  Signer carpenterm@chesterfield.gov entered name at signing as Meredith E Carpenter  
2023-07-03 - 2:42:11 PM GMT- IP address: 198.101.7.221
-  Document e-signed by Meredith E Carpenter (carpenterm@chesterfield.gov)  
Signature Date: 2023-07-03 - 2:42:13 PM GMT - Time Source: server- IP address: 198.101.7.221
-  Document emailed to harriscm@chesterfield.gov for signature  
2023-07-03 - 2:42:14 PM GMT
-  Email viewed by harriscm@chesterfield.gov  
2023-07-03 - 7:13:15 PM GMT- IP address: 104.47.65.254
-  Signer harriscm@chesterfield.gov entered name at signing as C Matt Harris  
2023-07-03 - 7:13:38 PM GMT- IP address: 198.101.7.221
-  Document e-signed by C Matt Harris (harriscm@chesterfield.gov)  
Signature Date: 2023-07-03 - 7:13:40 PM GMT - Time Source: server- IP address: 198.101.7.221
-  Agreement completed.  
2023-07-03 - 7:13:40 PM GMT

# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing

## Virginia Housing Renter Education Program

### Colbrook II Apartments

Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know.

Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information.

To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs.

The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired.

#### Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of \_\_\_\_\_ (Apartments):

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Klein Hornig LLP  
1325 G St NW, Suite 770  
Washington, DC 20005  
Attn: Erik T. Hoffman

**RIGHT OF FIRST REFUSAL**  
**AGREEMENT**

**(Colbrook II Apartments)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of September 24, 2024 by and among **COLBROOK II LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **BETTER HOUSING COALITION**, a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by **PAD XXVIII LLC**, a Virginia limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [ \_\_\_\_\_ ] limited liability company (the "**Investor Member**") and [ \_\_\_\_\_ ] **SPECIAL LIMITED PARTNER, L.L.C.**, a [ \_ ] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

- A. The Owner, pursuant to its Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 47-unit apartment project for families located in Chesterfield County, Virginia and commonly known as "Colbrook II Apartments" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and

sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the

“Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
  - (i) the payment of all cash or immediately available funds at Closing, or
  - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
  - (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
  - (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
  - (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
  - (ii) any transfer or attempted transfer of all or any part of the Refusal

- Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
  - (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

#### Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the County of Chesterfield, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

#### Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS**,” latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner’s title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

#### Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a “Permitted Assignee”) at the election and direction

of the Grantee or to any assignee that shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”).

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner’s status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an “option to purchase” pursuant to Section 42(i)(7) of the Code as opposed to a “right of first refusal” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7). If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee;

Better Housing Coalition  
P.O. Box 12117  
Richmond, VA 23241-0117

And to:

Klein Hornig LLP  
1325 G St NW, Suite 770  
Washington, DC 20005  
Attn: Erik T. Hoffman

Section 11. Severability of Provisions

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

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall

constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

**COLBROOK II LLC,**  
a Virginia limited liability company

By: PAD XXVIII LLC,  
a Virginia limited liability company,  
its Managing Member

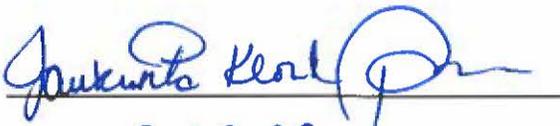
By: Better Housing Coalition,  
a Virginia nonstock corporation,  
its Sole Member

By:   
Name: Greta J. Harris  
Its: President and CEO

COMMONWEALTH OF VIRGINIA

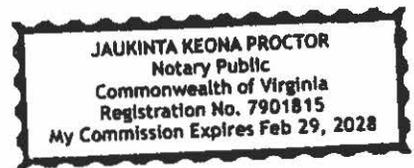
CITY/COUNTY OF Richmond

On September 24, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Greta J. Harris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President and CEO of Better Housing Coalition, a Virginia nonstock corporation, the Sole Member of PAD XXVIII LLC, a Virginia limited liability company, the Managing Member of **COLBROOK II LLC** and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

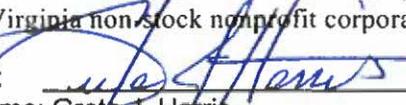
Commission Expires: 2-29-28

Registration No.: 7901815



**GRANTEE:**

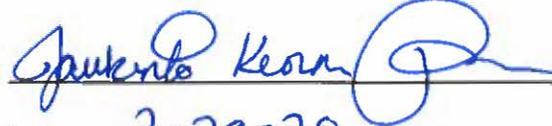
**BETTER HOUSING COALITION,**  
a Virginia non-stock nonprofit corporation

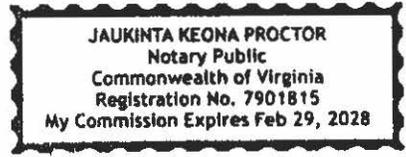
By:   
Name: Greta J. Harris  
Its: President and CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond

On September 24, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Greta J. Harris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President and CEO of Better Housing Coalition, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public:   
Commission Expires: 2-29-28  
Registration No.: 7901815



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**MANAGING MEMBER:**

**PAD XXVIII LLC,**  
a Virginia limited liability company

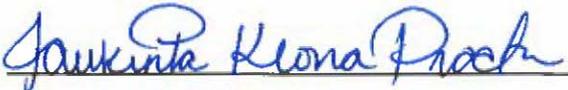
By: Better Housing Coalition,  
a Virginia nonstock corporation,  
its Sole Member

By:   
Name: Greta J. Harris  
Its: President and CEO

COMMONWEALTH OF VIRGINIA

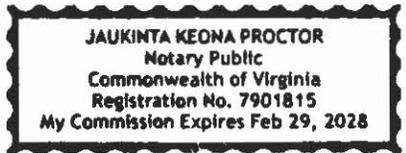
CITY/COUNTY OF Richmond

On September 24, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Greta J. Harris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President and CEO of Better Housing Coalition, a Virginia nonstock corporation, the sole member of **PAD XXVIII LLC**, a Virginia limited liability company, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission Expires: 2-29-28

Registration No.: 7901815



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**INVESTOR MEMBER:**

**[INVESTOR ENTITY]**, a [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

**SPECIAL MEMBER:**

[ \_\_\_\_\_ ] [ \_\_\_\_\_ ] **SPECIAL LIMITED PARTNER, L.L.C.**, a [ \_\_\_\_\_ ] [ \_\_\_\_\_ ]  
limited liability company

By: [ \_\_\_\_\_ ], LLC, a [ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ] limited liability company, its manager

By: \_\_\_\_\_

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20 \_\_, before me, the undersigned, a notary public in and for said state, personally appeared [ \_\_\_\_\_ ], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [ \_\_\_\_\_ ], the manager of **[Investor Entity]**, a [ \_\_\_\_\_ ] limited liability company, and [ \_\_\_\_\_ ] **Special Limited Partner, L.L.C.**, a [ \_\_\_\_\_ ] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### Property Description

That certain 5.53 acres of land that is a portion of the property described below and as depicted below.

Parcel I 13916 Jefferson Davis Highway GPIN No.: 799647812500000:

ALL that certain lot, piece or parcel of land with the improvements thereon and appurtenances thereto belonging, lying and being in Bermuda District, Chesterfield County, Virginia, and more particularly described as PARCEL A, containing 8.79 +/- acres, on that certain plat entitled "Map Showing Lots #14 and #15 Block 'A', Mid-City Farm Subdivision and A Division Thereof Situated Bermuda District, Chesterfield County, Virginia, owned by William E. Brooks", prepared by Irving Pritchett, III, Certified Land Surveyor, dated March 9, 1982, recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 1576, Page 728.

Parcel II 13920 Jefferson Davis Highway GPIN No.: 800647261600000:

ALL that certain lot, piece or parcel of land with the improvements thereon and appurtenances thereto belonging, lying and being in Bermuda District, Chesterfield County, Virginia and more particularly shown as PARCEL B, containing 1.000 +/- acre, on that certain plat entitled "Map Showing Lots #14 and #15, Block 'A', Mid-City Farm Subdivision and a Division Thereof Situated Bermuda District, Chesterfield County, Virginia, owned by William E. Brooks", prepared by Irving Pritchett, III, Certified Land Surveyor, dated March 9, 1982, a copy of which is recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 1576, Page 728.

BEING the same real estate conveyed to Richmond Affordable Housing, a Virginia nonstock corporation, by deed from Bhailalbhair R. Patel, known of record as Bhailaibhai R. Patel, and Pushpa B. Patel dated March 3, 2021, recorded March 11, 2021 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 13294, Page 262.

Exhibit A to Option to Purchase

Property Description

That certain 5.53 acres of land that is a portion of the property described below and as depicted below.

Parcel I 13916 Jefferson Davis Highway GPIN No.: 799647812500000:

ALL that certain lot, piece or parcel of land with the improvements thereon and appurtenances thereto belonging, lying and being in Bermuda District, Chesterfield County, Virginia, and more particularly described as PARCEL A, containing 8.79 +/- acres, on that certain plat entitled "Map Showing Lots #14 and #15 Block 'A', Mid-City Farm Subdivision and A Division Thereof Situated Bermuda District, Chesterfield County, Virginia, owned by William E. Brooks", prepared by Irving Pritchett, III, Certified Land Surveyor, dated March 9, 1982, recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 1576, Page 728.

Parcel II 13920 Jefferson Davis Highway GPIN No.: 800647261600000:

ALL that certain lot, piece or parcel of land with the improvements thereon and appurtenances thereto belonging, lying and being in Bermuda District, Chesterfield County, Virginia and more particularly shown as PARCEL B, containing 1.000 +/- acre, on that certain plat entitled "Map Showing Lots #14 and #15, Block 'A', Mid-City Farm Subdivision and a Division Thereof Situated Bermuda District, Chesterfield County, Virginia, owned by William E. Brooks", prepared by Irving Pritchett, III, Certified Land Surveyor, dated March 9, 1982, a copy of which is recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 1576, Page 728.

BEING the same real estate conveyed to Richmond Affordable Housing, a Virginia nonstock corporation, by deed from Bhailalbai R. Patel, known of record as Bhailaibhai R. Patel, and Pushpa B. Patel dated March 3, 2021, recorded March 11, 2021 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 13294, Page 262.

**SURVEY NOTES:**

PARCEL ID: 7996478125 - 8.79 ACRES  
 PARCEL ID: 8006472616 - 1.00 ACRES  
 TOTAL ACREAGE= 9.79± ACRES OF LAND

**BOUNDARY LINES ESTABLISHED BY THE FOLLOWING:**

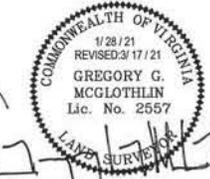
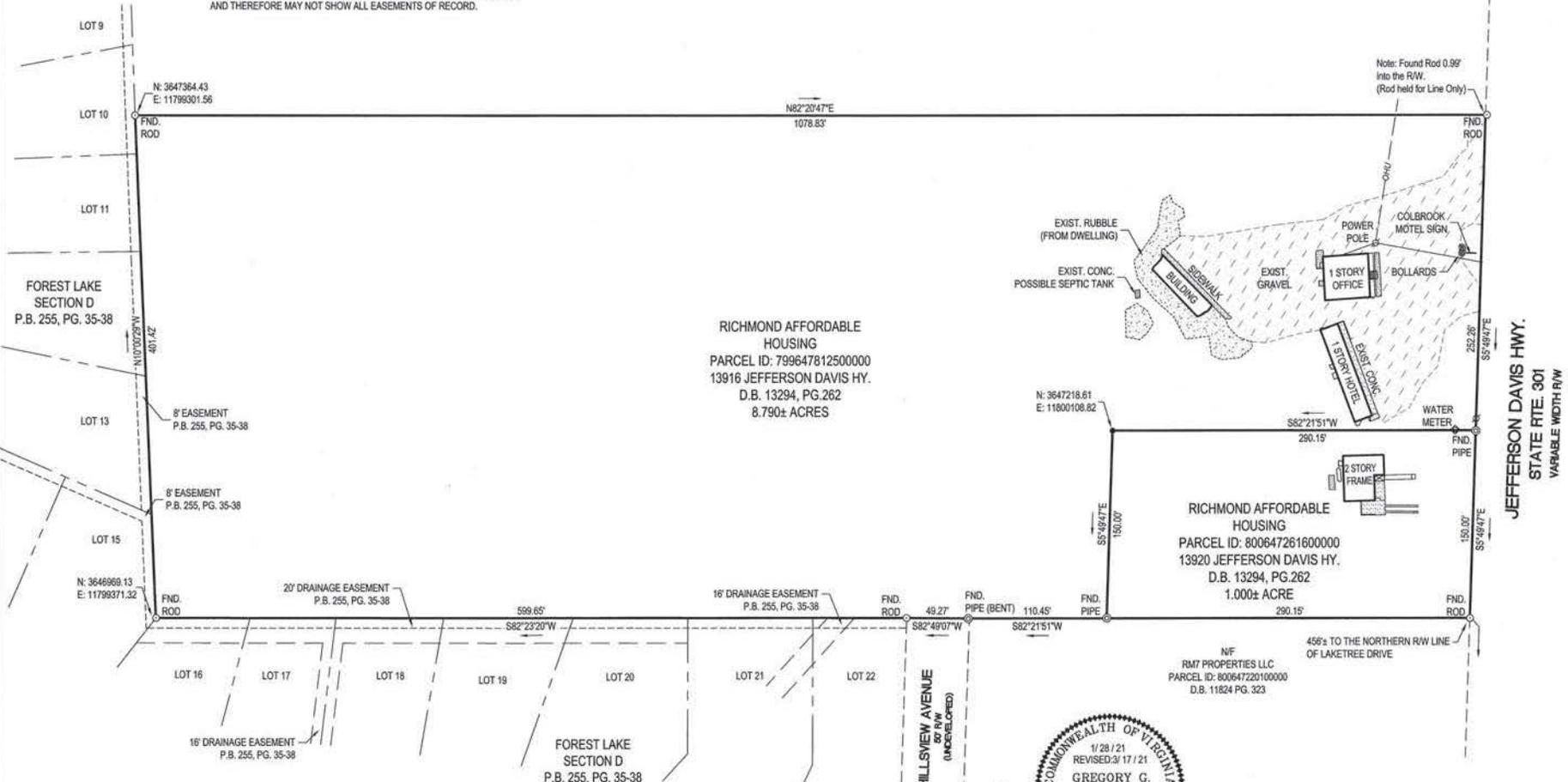
- OCCUPATION / FIELD SURVEY
- MID-CITY FARM SUBDIVISION LOTS 14 & 15 BLOCK "A" DATED: 3/09/1982
- PLAT BY TIMMONS GROUP - FOREST LAKE SEC. "D" DATED: 3/23/2018

**NOTES:**

THE MERIDIAN SOURCE OF THIS SURVEY IS BASED VIRGINIA STATE PLANE COORDINATES, SOUTH ZONE, HORIZONTAL (NAD 83). ALL DISTANCES SHOWN HEREON ARE IN US FEET.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, AND THEREFORE MAY NOT SHOW ALL EASEMENTS OF RECORD.

NF  
 BERMUDA BAPTIST CHURCH  
 C/O MISSION COMMUNITY CHURCH  
 PARCEL ID: 799647815300001  
 D.B. 9624 PG. 354



**SURVEYOR'S CERTIFICATE**  
 This is to certify that on 12/09/18 to the best of my professional knowledge and belief; I made an accurate field survey of the premises shown hereon, that all improvements known or visible are shown hereon; that there are no visible encroachments by improvements either from adjoining premises or from subject premises upon adjoining premises other than as shown hereon.

PLAT SHOWING  
 TWO PARCELS OF LAND  
 LOCATED WEST OF  
**STATE ROUTE 301**  
**JEFFERSON DAVIS HIGHWAY**  
 BERMUDA DISTRICT  
 CHESTERFIELD COUNTY, VIRGINIA

BERMUDA DISTRICT	Chesterfield County, VA
DATE: 1-28-2021	SCALE: AS SHOWN
SHEET 1 OF 1	J.N.: 44751
DRAWN BY: K. STARK	CHECK BY: G. MCGLOTHLIN
REVISED BY: C. RODGERS	REVISED: MARCH 17, 2021

THIS DRAWING PREPARED AT THE  
**TIMMONS GROUP**  
 4201 Owens Way, Suite 100, Chesapeake, VA 23061  
 TEL: 804.541.6600 FAX: 804.408.1511 www.timmons.com

**TIMMONS GROUP**  
 Site Development Residential Infrastructure Technology

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

## Colbrook II

### Marketing Plan for Units Meeting Accessibility Requirements of HUD Section 504

#### Project Background

Colbrook II LLC plans to construct Colbrook II, a 47-unit affordable multi-family housing development on vacant land in Chesterfield, Virginia. As the developer, Better Housing Coalition is proposing a mixed-income development serving residents at 60% of the area median income.

#### HUD Section 504

5 units at Colbrook II will meet HUD Section 504 accessibility specifications. The property will be managed by BHC Management, a VHDA certified property management company. BHC Management will incorporate a marketing plan for the Section 504 units that include the following elements:

#### Leasing Policy & Procedure:

- The law has certain requirements about filling a unit that is accessible.
  - The unit must first be offered to current residents who have a verified need for the accessible unit.
  - Then the unit may be offered to applicants who have a verified need for the unit for accessibility.
  - If the unit cannot be filled with a person who needs the accessible features, then the unit may be rented to an applicant on the waitlist following normal tenant selection procedures and in compliance with VHDA LIHTC program requirements
    - VHDA Requirements:
      - **Units must be held vacant for 60 days during which ongoing marketing must be documented.**
      - If a qualified household including a person with a disability is not located in that timeframe, submit the evidence of marketing to VHDA's Program Compliance Officer and request approval to rent the unit to any income-qualified household. If the request is approved, the lease must contain a provision that the household must move to a vacant unit if a household including a person with a disability applies for the unit. The move will be paid for by the owner

#### Marketing Strategies

- Property Manager will coordinate with BHC Community Social Work department to identify residents at other BHC properties that have requested an accessible unit.

- BHC will communicate the availability of affordable accessible units to the Chesterfield Community Services Board.
- Flyers will be mailed or distributed to additional organizations such as Veterans Administration, Area Agencies on Aging, Virginia Department of Rehabilitative Services (DRS), Virginia Department of Social Services, Housing Opportunities Made Equal (H.O.M.E.), Resources for Independent Living, Goodwill Industries, Sheltering Arms and Richmond Redevelopment and Housing Authority (RRHA).
- BHC Management will develop relationships with these programs and other medical and health service providers and develop memorandums of understanding that encourage referrals to the Colbrook II development.
- BHC Management will maintain a waiting list for all accessible units.
- **The Colbrook II development will be registered and listed on [www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)**

In addition to the resources noted above, the marketing plan may include a combination of paid print and Internet Listing Service (ILS) advertising, social media and targeted outreach marketing to area merchants, health-care providers and social services organizations. In addition, BHC will make presentations to community groups and civic organizations to market the entire project.

#### AFFIRMATIVE FAIR HOUSING

- A. Affirmative Fair Housing Marketing Plan: This project will be marketing without regard to race, color, creed, religion, sex, national origin, handicap, familial status or sexual orientation. All print and online advertisements shall utilize the required statements and symbols of Equal Housing Opportunity and accessibility as required by local, state and Federal regulations. Additionally, all on-site signs for the purposes of directing prospective tenants to the project shall include the Equal Housing Opportunity Logo.
- B. Management shall strive to make the availability of the units known to all demographic groups within the area. Marketing activities will be in accordance with the Affirmative Fair Housing Marketing Plan and Fair Housing Law.
- C. All employees will receive training regarding Federal Fair Housing and Section 504 Laws. Failure of employees to follow Federal Fair Housing or Section 504 shall result in disciplinary action up to and including termination.
- D. All employees will receive training in the proper procedure for accepting and processing all requests for Reasonable Accommodations.
- E. All employees will be required to take a minimum of 3 hours of Fair Housing Training

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

## Appendices continued

### SWaM CONTRACT CERTIFICATION

(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Colbrook II LLC

Name of SWaM Service Provider J&G Workforce Decelopment Services, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the “Plan”) of the Virginia Housing Development Authority (the “Authority” formerly Virginia Housing) for the allocation of federal low income housing tax credits (“Credits”) available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia’s Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider’s certification from the Commonwealth of Virginia’s SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

#### INSTRUCTIONS

**Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E) (5)(e) of the Plan.**

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
  - consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date; general contractor;
  - architect;
  - property manager; accounting services;
  - or legal services.
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term. J&G Workforce Development Services will provide ongoing consulting services to assist project owner and General Contractor in identifying, recruiting and connecting MBE/WBE/ESB sub contractors, to project. Track, monitor and report Davis Bacon if triggered by the project. Provide residents engagement and workforce development services to connect local residents to the development project and other employers. Provide monthly reporting to all relevant stakeholders.

## Appendices continued

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWaM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

### **CONTRACT CERTIFICATION**

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women- Owned, Minority Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is bona fide and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

### **APPLICANT**

Name of Applicant Colbrook II LLC

Signature of Applicant 

Printed Name and Title of Authorized Signer

GRETA J. HARRIS, PRESIDENT

### **SWaM CERTIFIED SERVICE PROVIDER**

Name of SWaM Certified Service Provider J&G Workforce Development Services, LLC

Signature of SWaM Certified Service Provider Grace Washington

Printed Name and Title of Authorized Signer

Grace Washington, President/CEO

# J&G Workforce Development Services, LLC

**DBA: J&G Workforce Development Services, LLC**  
Gracetta Washington  
10108 Hollingsworth Court  
Richmond, VA 23235  
Phone: (804) 615-1223  
Fax: (804) 615-1223  
[gsetta@aol.com](mailto:gsetta@aol.com)  
[www.jgworkforce.com](http://www.jgworkforce.com)

Certification Number: 724164

## SWaM Certification Type:

Small Start Date: 10-05-2020

Micro Start Date: 10-05-2020

Women-Owned Start Date: 10-05-2020

Minority-Owned Start Date: 10-05-2020

Business Ethnicity: Black or African American

SWaM Expiration Date: 10-05-2025

## NIGP Code and Description:

91800	CONSULTING SERVICES
91804	Accounting/Auditing/Budget Consulting
91806	Administrative Consulting
91813	Asbestos Consulting
91820	Business Consulting, Small
91821	Business Consulting, Large
91831	Construction Consulting
91832	Consulting Services (Not Otherwise Classified)
91838	Education and Training Consulting
91840	Employee Benefits Consulting
91863	Housing Consulting

Pcard: N

Business Category: Consulting Services

# **Tab AA:**

Priority Letter from Rural Development

# **TAB AB:**

Social Disadvantage Certification