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# 2022 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**  
Richmond, VA Time On **March 10, 2022**

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2022 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 10, 2022**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

**Applicants should submit all application materials in electronic format only.**

**There should be distinct files which should include the following:**

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

### **IMPORTANT:**

**Virginia Housing only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@virginiahousing.com](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.

► 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

► Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

### Assistance:

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

### Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	<a href="mailto:john.david.bondurant@virginiahousing.com">john.david.bondurant@virginiahousing.com</a>	(804) 343-5725
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Pamela Freeth	<a href="mailto:pamela.freeth@virginiahousing.com">pamela.freeth@virginiahousing.com</a>	(804) 343-5563
Aniyah Moaney	<a href="mailto:aniyah.moaney@virginiahousing.com">aniyah.moaney@virginiahousing.com</a>	(804) 343-5518

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## 2022 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>
<input checked="" type="checkbox"/>	Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study 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 and Unit by Unit writeup <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 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 type="checkbox"/>	Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>
<input checked="" type="checkbox"/>	Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b>
<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: 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 <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 checked="" type="checkbox"/>	Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY)</b>
	Tab K: Documentation of Development Location:
<input checked="" type="checkbox"/>	K.1 Revitalization Area Certification
<input checked="" type="checkbox"/>	K.2 Location Map
<input checked="" type="checkbox"/>	K.3 Surveyor's Certification of Proximity To Public Transportation
<input checked="" type="checkbox"/>	Tab L: PHA / Section 8 Notification Letter
<input checked="" type="checkbox"/>	Tab M: Locality CEO Response Letter
<input type="checkbox"/>	Tab N: Homeownership Plan
<input type="checkbox"/>	Tab O: Plan of Development Certification Letter
<input type="checkbox"/>	Tab P: Developer Experience documentation and Partnership agreements
<input checked="" type="checkbox"/>	Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
<input checked="" type="checkbox"/>	Tab R: Documentation of Operating Budget and Utility Allowances
<input type="checkbox"/>	Tab S: Supportive Housing Certification
<input checked="" type="checkbox"/>	Tab T: Funding Documentation
<input checked="" type="checkbox"/>	Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing
<input checked="" type="checkbox"/>	Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
<input checked="" type="checkbox"/>	Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)
<input checked="" type="checkbox"/>	Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
<input type="checkbox"/>	Tab Y: Inducement Resolution for Tax Exempt Bonds
<input type="checkbox"/>	Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation
<input type="checkbox"/>	Tab AA: Priority Letter from Rural Development
<input type="checkbox"/>	Tab AB: Social Disadvantage Certification



VHDA TRACKING NUMBER

2022-C-42

## A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

1. Development Name: South First Phase Two
2. Address (line 1): 900 First Street South  
 Address (line 2):   
 City: Charlottesville State: VA Zip: 22902
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 Charlottesville City
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: 4.01
7. Development is located in a **Qualified Census Tract**..... TRUE
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 poverty rate of.....
- |              |              |              |
|--------------|--------------|--------------|
| 3%           | 10%          | 12%          |
| <u>FALSE</u> | <u>FALSE</u> | <u>FALSE</u> |

Enter only Numeric Values below:

13. Congressional District: 5  
 Planning District: 10  
 State Senate District: 25  
 State House District: 57

Click on the following link for assistance in determining the districts related to this development:

[Link to Virginia Housing's HOME - Select Virginia LIHTC Reference Map](#)

14. **ACTION:** Provide Location Map (**TAB K2**)
15. Development Description: In the space provided below, give a brief description of the proposed development

South First Phase Two is the second phase of an ambitious redevelopment of all of Charlottesville's public housing communities. Phase Two involves the demolition of 58 units of existing, out dated public housing, and replacing it with new construction of 113 mixed subsidy apartments and townhomes. Some of the new units will continue to have their operations subsidized under Section 9 (public housing). Some of the new units will have their rents subsidized with a 20 year HAP contract of project-based Housing Choice Vouchers. The remaining apartments will have no rentor operating subsidy but will have their rents restricted under the Extended Use Agreement of the LIHTC.

VHDA TRACKING NUMBER

2022-C-42

## A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

## 16. Local Needs and Support

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

Chief Executive Officer's Name Mr. Samuel Sanders

Chief Executive Officer's Title: Deputy City Manager for Operations Phone: (434) 970-3536

Street Address: PO Box 911

City: Charlottesville State: VA Zip: 22902

Name and title of local official you have discussed this project with who could answer questions for the local CEO: James Freas, Director of Neighborhood Development Services

- 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:

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

**B. RESERVATION REQUEST INFORMATION****1. Requesting Credits From:**

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

Local Housing Authority Pool

or

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

For Tax Exempt Bonds, where are bonds being issued?

**ACTION:** Provide Inducement Resolution at **TAB Y** (if available)**2. Type(s) of Allocation/Allocation Year**

Carryforward Allocation

Definitions of types:

- a.
- Regular Allocation**
- means all of the buildings in the development are expected to be placed in service this calendar year, 2022.

- 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, 2022, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:**

New Construction

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

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

TRUE

If True, additional Credit Request cannot exceed 10% of the prior credit award

**5. Planned Combined 9% and 4% Developments**

FALSE

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.

Name of companion development:

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

FALSE

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

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

**6. Extended Use Restriction**

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

**Must Select One:** 30**Definition of selection:**

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

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

**In 2022, Virginia Housing will debut a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transaction. More details will be provided.**

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: South First Phase Two LLC

Developer Name: Charlottesville Community Development Corporation

Contact: M/M ▶ Mr. First: John MI: M Last: Sales

Address: PO Box 1405

City: Charlottesville St. ▶ VA Zip: 22902

Phone: (434) 422-9297 Ext. Fax: (434) 981-4797

Email address: salesj@cvilleha.org

Federal I.D. No. 844421447 (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.

Jeffrey Michael Meyer - jmeyer@vacdc.org - 8045432208

**ACTION:** a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**

b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**

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

Names **	Phone	Type Ownership	% Ownership	
South First Phase Two Management LLC	(434) 422-9297	Managing Memb	#####	
Charlottesville Community Development Co			0.000%	need:
Charlottesville Redevelopment and Housing			0.000%	need:
John M. Sales, Executive Director			0.000%	need:
			0.000%	
			0.000%	
			0.000%	

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

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

C. OWNERSHIP INFORMATION

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

### C. OWNERSHIP INFORMATION

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

**FALSE**

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

#### 3. Developer Experience:

*May only choose one of A, B or C **OR** select one or more of D, E and F.*

**FALSE**

a. A principal of the controlling general partner or managing member for the proposed development has developed as a controlling general partner or managing member for (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments.

**Action:** Must be included on Virginia Housing Experienced LIHTC Developer List or provide copies of 8609s, partnership agreements and organizational charts (**Tab P**)

**FALSE**

b. A principal of the controlling general partner or managing member for the proposed development has developed at least three deals as principal and have at \$500,000 in liquid assets.

**Action:** Must be included on the Virginia Housing Experienced LIHTC Developer List or provide Audited Financial Statements and copies of 8609s (**Tab P**)

**FALSE**

c. The development's principal(s), as a group or individually, have developed as controlling general partner or managing member, at least one tax credit development that contains at least the same number of units of this proposed development (can include Market units).

**Action:** Must provide copies of 8609s and partnership agreements (**Tab P**)

**FALSE**

d. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.

**Action:** Provide one 8609 from qualifying development. (**Tab P**)

**FALSE**

e. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)

**Action:** Provide one 8609 from each qualifying development. (**Tab P**)

**FALSE**

f. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.

**Action:** Provide documentation as stated in the manual. (**Tab P**)

**D. SITE CONTROL**

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

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

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

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

**1. Type of Site Control by Owner:**

Applicant controls site by (select one):

Select Type: ☒ Option

Expiration Date: 12/31/22

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..... 12/31/22 .

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:

Charlottesville Redevelopment and Housing Authority

Address:

PO Box 1405

City:

Charlottesville

St.:

VA

Zip:

22902

Contact Person:

John Sales

Phone:

(434) 422-9297

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.)			
Names	Phone	Type Ownership	% Ownership
Charlottesville Redevelopment a	#####	fee simple	100.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%



**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Delphine Carnes	This is a Related Entity.	FALSE
Firm Name:	Delphine Carnes Law Group, PLC	DEI Designation?	FALSE
Address:	101 W Main Street, Ste 440, Norfolk, VA 23510		
Email:	dcarnes@delphinecarneslaw.com	Phone:	(757) 614-1056
2. Tax Accountant:	Mike Vicars	This is a Related Entity.	FALSE
Firm Name:	Dooley & Vicars, PC	DEI Designation?	FALSE
Address:	21 S Sheppard St., Richmond, VA 23221		
Email:	mike@dvcpas.com	Phone:	(804) 355-2808
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	John Sales	This is a Related Entity.	TRUE
Firm Name:	Charlottesville Redevelopment and Hou	DEI Designation?	FALSE
Address:	PO Box 1405, Charlottesville, VA 22902		
Email:	salesj@cvillerha.org	Phone:	(4344) 229-2997
5. Contractor:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
6. Architect:	Bruce Wardell	This is a Related Entity.	FALSE
Firm Name:	brwarchitects, p.c.	DEI Designation?	FALSE
Address:	112 4th Street NE, Charlottesville, VA 22902		
Email:	bwardell@rw-architects.com	Phone:	(434) 971-7160
7. Real Estate Attorney	Delphine Carnes	This is a Related Entity.	FALSE
Firm Name:	Delphine Carnes Law Group, PLC	DEI Designation?	FALSE
Address:	101 W Main Street, Ste 440, Norfolk, VA 23510		
Email:	dcarnes@delphinecarneslaw.com	Phone:	(757) 614-1056
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

**F. REHAB INFORMATION****1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development. FALSE

**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal

- b. This development has received a previous allocation of credits..... FALSE

If so, in what year did this development receive credits? .....

- 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****D. Percentage of Nonprofit Ownership (All nonprofit applicants):**Specify the nonprofit entity's percentage ownership of the general partnership interest 0.0%**3. Nonprofit/Local Housing Authority Purchase Option/Right of First Refusal**A. TRUE

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

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

Name of qualified nonprofit:

or indicate true if Local Housing Authority

TRUE

Name of Local Housing Authority

Charlottesville Redevelopment and Housing Auth2. FALSE

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

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

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

**H. STRUCTURE AND UNITS INFORMATION****# General Information**

a. Total number of <b>all</b> units in development	113	bedrooms	293
Total number of <b>rental</b> units in development	113	bedrooms	293
Number of low-income rental units	113	bedrooms	293
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	113	bedrooms	293
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.....	188,151.00	(Sq. ft.)	
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	17,677.00	(Sq. ft.)	
f. Nonresidential Commercial Floor Area (Not eligible for funding).....	0.00		
g. Total Usable Residential Heated Area.....	170,474.00	(Sq. ft.)	
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .	100.00%		
i. Exact area of site in acres .....	7.980		
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****# 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	785.89	SF	19	19
2BR Garden	965.15	SF	22	22
3BR Garden	1413.11	SF	15	15
4BR Garden	1664.92	SF	4	4
2+ Story 2BR Townhouse	1339.43	SF	16	16
2+ Story 3BR Townhouse	1629.07	SF	11	11
2+ Story 4BR Townhouse	2191.22	SF	26	26
			113	113

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

**# Structures**

a. Number of Buildings (containing rental units)..... 21

b. Age of Structure:..... 0 years

c. Number of stories:..... 3

d. The development is a scattered site development..... FALSE

e. Commercial Area Intended Use:

f. Development consists primarily of : (Only One Option Below Can Be True)

- |   |       |
|---|-------|
| i. Low Rise Building(s) - (1-5 stories with <u>any</u> structural elements made of wood).....         | TRUE  |
| ii. Mid Rise Building(s) - (5-7 stories with <u>no</u> structural elements made of wood).....         | FALSE |
| iii. High Rise Building(s) - (8 or more stories with <u>no</u> structural elements made of wood)..... | FALSE |

**H. STRUCTURE AND UNITS INFORMATION**

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

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

h. Development contains an elevator(s).	FALSE
If true, # of Elevators.	0
Elevator Type (if known)	

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

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

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

l. Describe Community Facilities:	Community building, leasing office
-----------------------------------	------------------------------------

m. Number of Proposed Parking Spaces	178
Parking is shared with another entity	FALSE

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

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



**H. STRUCTURE AND UNITS INFORMATION****# 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.

**# Market Study Data: (MANDATORY)**

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

Project Wide Capture Rate - LIHTC Units	1.90%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	1.90%
Project Wide Absorption Period (Months)	4

**J. ENHANCEMENTS**

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

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

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

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

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

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

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

- |        |   |
|--------|---|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided.  |
| 85.00% | b1. Percentage of brick covering the exterior walls.  |
| 15.00% | b2. Percentage of other similar low-maintenance material approved by the Authority covering exterior wall. Community buildings are to be included in percentage calculations. |
| TRUE   | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).   |
| FALSE  | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.   |
| FALSE  | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.   |
|        | f. <i>Not applicable for 2022 Cycles</i>  |
| FALSE  | g. Each unit is provided free individual high speed internet access.  |
|        | or  |
| TRUE   | h. Each unit is provided free individual WiFi access.   |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.  |
|        | or  |
| FALSE  | j. Full bath fans are equipped with a humidistat.   |
| FALSE  | k. Cooking surfaces are equipped with fire prevention features  |
|        | or  |
| TRUE   | l. Cooking surfaces are equipped with fire suppression features.  |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.  |
|        | or  |
| TRUE   | n. All Construction types: each unit is equipped with a permanent dehumidification system.  |
| TRUE   | o. All interior doors within units are solid core.  |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.  |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.  |
|        | r. <i>Not applicable for 2022 Cycles</i>  |
| 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.                 |

**J. ENHANCEMENTS**

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

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

**2. Green Certification**

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

The applicant will also obtain one of the following:

- |              |  |              |  |
|--------------|--|--------------|--|
| <b>FALSE</b> | Earthcraft Gold or higher certification        | <b>FALSE</b> | National Green Building Standard (NGBS) certification of Silver or higher. |
| <b>FALSE</b> | U.S. Green Building Council LEED certification | <b>TRUE</b>  | 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.)

- |             |                                     |             |                         |
|-------------|-------------------------------------|-------------|-------------------------|
| <b>TRUE</b> | Zero Energy Ready Home Requirements | <b>TRUE</b> | Passive House Standards |
|-------------|-------------------------------------|-------------|-------------------------|

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

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

14% of Total Rental Units

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

If not, please explain:

*BRW*

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?	FALSE	Heat?	TRUE
Hot Water?	TRUE	AC?	TRUE
Lighting/ Electric?	TRUE	Sewer?	TRUE
Cooking?	TRUE	Trash Removal?	TRUE

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	0	0	0
Air Conditioning	0	0	0	0	0
Cooking	0	0	0	0	0
Lighting	0	0	0	0	0
Hot Water	0	0	0	0	0
Water	0	22	29	35	45
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$22	\$29	\$35	\$45

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

- |                 |                                 |                 |                |
|-----------------|---------------------------------|-----------------|----------------|
| a. <u>FALSE</u> | HUD                             | d. <u>TRUE</u>  | Local PHA      |
| b. <u>FALSE</u> | Utility Company (Estimate)      | e. <u>FALSE</u> | Other: <u></u> |
| c. <u>FALSE</u> | Utility Company (Actual Survey) |                 |                |

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**TRUE**

- a. Any development in which (i) the greater of 5 units or 10% of 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
- (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
- (iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

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

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

**FALSE**

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

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

*BRW*

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

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

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

####

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

####

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

####

Supportive Housing (as described in the Tax Credit Manual)

**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. **TRUE**

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

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

**# Leasing Preferences**

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

Organization which holds waiting list: **Charlottesville RHA**

Contact person: **John Sales**

Title: **Executive Director**

Phone Number: **(434) 242-5165**

**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: **56**  
% of total Low Income Units **50%**

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

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

**# Target Population Leasing Preference**

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

First Name: **John**

Last Name: **Sales**

Phone Number: **(434) 422-9297** Email: **salesj@cvilleha.org**

**K. SPECIAL HOUSING NEEDS****# Rental Assistance**

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

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

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

#### Section 8 New Construction Substantial Rehabilitation

#### Section 8 Moderate Rehabilitation

#### Section 8 Certificates

TRUE Section 8 Project Based Assistance

#### RD 515 Rental Assistance

#### Section 8 Vouchers

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

#### State Assistance

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

TRUE Other: Section 9 public housing

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:

58

How many years in rental assistance contract

20.00

Expiration date of contract:

12/31/44

There is an Option to Renew.....

TRUE

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

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

Note: In order to qualify for any tax credits, a development must meet one of two 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) or (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), all as 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			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
57	50.44%	50% Area Median	2850%
56	49.56%	60% Area Median	3360%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
113	100.00%	<b>Total</b>	54.96%


Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
12	10.62%	40% Area Median	480%
45	39.82%	50% Area Median	2250%
56	49.56%	60% Area Median	3360%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
113	100.00%	<b>Total</b>	####

- b. The development plans to utilize average income..... **TRUE**

If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for cor  
 20-30% Levels **FALSE** 40% Levels **FALSE** 50% levels **FALSE**

**2. Unit Detail****FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

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

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

**Error: Total Units assigned to each Rent Target does not match Rent Set Asides.**

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliance	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	4	4	570.00	\$650.00	\$2,600
Mix 2	1 BR - 1 Bath	40% AMI	4		570.00	\$650.00	\$2,600
Mix 3	1 BR - 1 Bath	50% AMI	1		712.00	\$500.00	\$500
Mix 4	1 BR - 1 Bath	50% AMI	2	2	515.00	\$1,061.00	\$2,122
Mix 5	1 BR - 1 Bath	50% AMI	1	1	407.00	\$1,061.00	\$1,061
Mix 6	1 BR - 1.5 Bath	40% AMI	1	1	407.00	\$1,061.00	\$1,061
Mix 7	1 BR - 1 Bath	60% AMI	2		630.00	\$650.00	\$1,300
Mix 8	1 BR - 1 Bath	60% AMI	1		436.00	\$500.00	\$500
Mix 9	1 BR - 1 Bath	60% AMI	1		547.00	\$650.00	\$650
Mix 10	1 BR - 1 Bath	60% AMI	2		563.00	\$500.00	\$1,000
Mix 11	2 BR - 1 Bath	50% AMI	1		734.00	\$750.00	\$750
Mix 12	2 BR - 1.5 Bath	50% AMI	1		734.00	\$750.00	\$750
Mix 13	2 BR - 1.5 Bath	50% AMI	1		692.00	\$575.00	\$575
Mix 14	2 BR - 1.5 Bath	50% AMI	1		605.00	\$575.00	\$575
Mix 15	2 BR - 1.5 Bath	50% AMI	1		692.00	\$575.00	\$575
Mix 16	2 BR - 1.5 Bath	50% AMI	4		707.00	\$750.00	\$3,000



## L. UNIT DETAILS

Mix 17	2 BR - 1.5 Bath	50% AMI	1		725.00	\$575.00	\$575
Mix 18	2 BR - 1.5 Bath	50% AMI	4		796.00	\$750.00	\$3,000
Mix 19	2 BR - 1.5 Bath	50% AMI	4		708.00	\$1,224.00	\$4,896
Mix 20	2 BR - 1.5 Bath	50% AMI	1	1	772.00	\$1,224.00	\$1,224
Mix 21	2 BR - 1.5 Bath	50% AMI	1	1	771.00	\$1,224.00	\$1,224
Mix 22	2 BR - 1.5 Bath	50% AMI	2		781.00	\$1,224.00	\$2,448
Mix 23	2 BR - 1.5 Bath	50% AMI	2		1032.00	\$1,224.00	\$2,448
Mix 24	2 BR - 1.5 Bath	50% AMI	14		1032.00	\$750.00	\$10,500
Mix 25	3 BR - 2 Bath	60% AMI	1	1	1035.00	\$825.00	\$825
Mix 26	3 BR - 2 Bath	50% AMI	4		1122.00	\$825.00	\$3,300
Mix 27	3 BR - 2 Bath	50% AMI	4		1122.00	\$1,533.00	\$6,132
Mix 28	3 BR - 2 Bath	50% AMI	4		1185.00	\$1,533.00	\$6,132
Mix 29	3 BR - 2 Bath	50% AMI	4		1325.00	\$650.00	\$2,600
Mix 30	3 BR - 2 Bath	60% AMI	7		1325.00	\$825.00	\$5,775
Mix 31	3 BR - 2 Bath	60% AMI	1	1	1077.00	\$825.00	\$825
Mix 32	3 BR - 2 Bath	60% AMI	1		921.00	\$825.00	\$825
Mix 33	4 BR - 2 Bath	40% AMI	2	2	1323.00	\$2,000.00	\$4,000
Mix 34	4 BR - 2.5 Bath	50% AMI	5		1479.00	\$2,000.00	\$10,000
Mix 35	4 BR - 2.5 Bath	50% AMI	3		1479.00	\$725.00	\$2,175
Mix 36	4 BR - 2.5 Bath	60% AMI	4		1479.00	\$950.00	\$3,800
Mix 37	4 BR - 2.5 Bath	60% AMI	1		1484.00	\$2,000.00	\$2,000
Mix 38	4 BR - 2 Bath	40% AMI	2	2	1478.00	\$2,200.00	\$4,400
Mix 39	4 BR - 3 Bath	50% AMI	6		1782.00	\$2,200.00	\$13,200
Mix 40	4 BR - 3 Bath	50% AMI	5		1782.00	\$800.00	\$4,000
Mix 41	4 BR - 3 Bath	60% AMI	2		1784.00	\$1,000.00	\$2,000
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
Mix 53							\$0
Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0

**L. UNIT DETAILS**

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>			113	16			\$117,923

<b>Total</b>	<b>113</b>	<b>Net Rentable SF: TC Units</b>	<b>122,456.00</b>
<b>Units</b>		<b>MKT Units</b>	<b>0.00</b>
		<b>Total NR SF:</b>	<b>122,456.00</b>

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

**M. OPERATING EXPENSES****Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,000
2. Office Salaries			\$50,000
3. Office Supplies			\$10,000
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$90,000
6.84% of EGI	\$796.46	Per Unit	
6. Manager Salaries			\$100,000
7. Staff Unit (s)	(type		\$0
8. Legal			\$10,000
9. Auditing			\$0
## Bookkeeping/Accounting Fees			\$10,000
## Telephone & Answering Service			\$8,000
## Tax Credit Monitoring Fee			\$3,955
## Miscellaneous Administrative			\$15,000
<b>Total Administrative</b>			<b>\$297,955</b>

**Utilities**

## Fuel Oil		\$0
## Electricity		\$125,000
## Water		\$5,000
## Gas		\$0
## Sewer		\$60,000
<b>Total Utility</b>		<b>\$190,000</b>

**Operating:**

## Janitor/Cleaning Payroll		\$0
## Janitor/Cleaning Supplies		\$0
## Janitor/Cleaning Contract		\$0
## Exterminating		\$7,000
## Trash Removal		\$40,000
## Security Payroll/Contract		\$0
## Grounds Payroll		\$0
## Grounds Supplies		\$0
## Grounds Contract		\$20,000
## Maintenance/Repairs Payroll		\$125,000
## Repairs/Material		\$30,000
## Repairs Contract		\$60,000
## Elevator Maintenance/Contract		\$0
## Heating/Cooling Repairs & Maintenance		\$0
## Pool Maintenance/Contract/Staff		\$0
## Snow Removal		\$0
## Decorating/Payroll/Contract		\$0
## Decorating Supplies		\$0
## Miscellaneous		\$35,000
<b>Totals Operating &amp; Maintenance</b>		<b>\$317,000</b>

**M. OPERATING EXPENSES****Taxes & Insurance**

## Real Estate Taxes	\$25,000
## Payroll Taxes	\$0
## Miscellaneous Taxes/Licenses/Permits	\$0
## Property & Liability Insurance	\$20,000
## Fidelity Bond	\$0
## Workman's Compensation	\$0
## Health Insurance & Employee Benefits	\$0
## Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$45,000</b>

<b>Total Operating Expense</b>	<b>\$849,955</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	<b>\$7,522</b>	<b>C. Total Operating Expenses as % of</b>	<b>64.59%</b>
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<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Mini</b>	<b>\$33,900</b>
---	-----------------

<b>Total Expenses</b>	<b>\$883,855</b>
-----------------------	------------------

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

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	Complete	John M Sales
b. Site Acquisition	7/1/22	John M Sales
c. Zoning Approval	Complete	John M Sales
d. Site Plan Approval	Complete	John M Sales
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	4/1/22	John M Sales
ii. Conditional Commitment		
iii. Firm Commitment	5/1/22	John M Sales
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	In process	John M Sales
ii. Conditional Commitment		
iii. Firm Commitment	5/1/22	John M Sales
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	Complete	John M Sales
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	Complete	John M Sales
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>	Complete	John M Sales
<b>3. IRS Approval of Nonprofit Status</b>		
<b>4. Closing and Transfer of Property to Owner</b>	7/1/22	John M Sales
<b>5. Plans and Specifications, Working Drawings</b>	4/1/22	John M Sales
<b>6. Building Permit Issued by Local Government</b>	6/1/22	John M Sales
<b>7. Start Construction</b>	7/15/22	John M Sales
<b>8. Begin Lease-up</b>	7/15/23	John M Sales
<b>9. Complete Construction</b>	7/15/24	John M Sales
<b>10. Complete Lease-Up</b>	10/15/24	John M Sales
<b>11. Credit Placed in Service Date</b>	10/15/24	John M Sales

**O. PROJECT BUDGET - HARD COSTS****Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

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.

<b><u>Must Use Whole Numbers Only!</u></b>		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	21,194,027	0	0	21,194,027
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>	21,194,027	0	0	21,194,027
f. Earthwork	1,550,000	0	0	1,550,000
g. Site Utilities	1,150,000	0	0	1,150,000
h. Renewable Energy	400,000	0	0	400,000
i. Roads & Walks	500,000	0	0	500,000
j. Site Improvements	250,000	0	0	250,000
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	150,000	0	0	0
o. Demolition	450,000	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	4,450,000	0	0	3,850,000
<b>Total Structure and Land</b>	25,644,027	0	0	25,044,027
r. General Requirements	1,588,000	0	0	1,588,000
s. Builder's Overhead	0	0	0	0
( 0.0% Contract)				
t. Builder's Profit	1,191,000	0	0	1,191,000
( 4.6% Contract)				
u. Bonds	100,000	0	0	100,000
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: appliances	275,000	0	0	275,000
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$28,798,027</b>	<b>\$0</b>	<b>\$0</b>	<b>\$28,198,027</b>

**O. PROJECT BUDGET - OWNER COSTS**

		To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left			
MUST USE WHOLE NUMBERS ONLY!	Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
			"30% Present Value Credit"	(D)	
			(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>					
a.	Building Permit	50,000	0	0	50,000
b.	Architecture/Engineering Design Fee \$7,080 /Unit)	800,000	0	0	800,000
c.	Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d.	Tap Fees	565,000	0	0	565,000
e.	Environmental	25,000	0	0	25,000
f.	Soil Borings	80,000	0	0	80,000
g.	Green Building (Earthcraft, LEED, etc.)	66,300	0	0	66,300
h.	Appraisal	10,000	0	0	10,000
i.	Market Study	6,000	0	0	6,000
j.	Site Engineering / Survey	15,000	0	0	15,000
k.	Construction/Development Mgt	185,000	0	0	185,000
l.	Structural/Mechanical Study	50,000	0	0	50,000
m.	Construction Loan Origination Fee	100,000	0	0	100,000
n.	Construction Interest ( 0.0% fo 0 months)	677,120	0	0	677,120
o.	Taxes During Construction	25,000	0	0	25,000
p.	Insurance During Construction	125,000	0	0	125,000
q.	Permanent Loan Fee ( 0.0% )	112,500	0	0	0
r.	Other Permanent Loan Fees	130,000	0	0	0
s.	Letter of Credit	0	0	0	0
t.	Cost Certification Fee	15,000	0	0	15,000
u.	Accounting	15,000	0	0	15,000
v.	Title and Recording	150,000	0	0	150,000
w.	Legal Fees for Closing	165,000	0	0	20,000
x.	Mortgage Banker	0	0	0	0
y.	Tax Credit Fee	124,200			
z.	Tenant Relocation	450,000	0	0	0
aa.	Fixtures, Furnitures and Equipment	0	0	0	0
ab.	Organization Costs	0	0	0	0
ac.	Operating Reserve	639,053	0	0	0
ad.	Contingency	1,500,000	0	0	1,500,000
ae.	Security	0	0	0	0
af.	Utilities	100,000	0	0	100,000

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify soft cost contingency	250,000	0	0	250,000
(2) Other* specify leasing and marketing	75,000	0	0	0
(3) Other* specify Lender Third Party fees	25,000	0	0	25,000
(4) Other* specify Obsolescence Report and	35,000	0	0	35,000
(5) Other* specify Construction Testing	65,000	0	0	65,000
(6) Other* specify Syndicator Legal	85,000	0	0	0
(7) Other* specify E&S bond for site plan	100,000	0	0	0
(8) Other* specify	0	0	0	0
(9) Other* specify	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$6,815,173	\$0	\$0	\$4,954,420
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$35,613,200	\$0	\$0	\$33,152,447
<b>3. Developer's Fees</b>	2,000,000	0	0	2,000,000
<b>Action:</b> Provide Developer Fee Agreement (Tab A)				
<b>4. Owner's Acquisition Costs</b>				
Land	2,370,000			
Existing Improvements	2,360,000	0		
Subtotal 4:	\$4,730,000	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$42,343,200	\$0	\$0	\$35,152,447

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:**

**\$3,657,456**

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

\$200 **Meets Limits**  
\$314

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

\$332,860 **Proposed Cost per Unit exceeds limit**  
\$303,292



**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>	42,343,200	0	0
			35,152,447

**2. Reductions in Eligible Basis**

a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0

**3. Total Eligible Basis (1 - 2 above)**

0	0	35,152,447
---	---	------------

**4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)**

a. For QCT or DDA (Eligible Basis x 30%)	0	10,545,734
<i>State Designated Basis Boosts:</i>		
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>	0	45,698,181

**5. Applicable Fraction**

100.000000%	100.000000%	100.000000%
-------------	-------------	-------------

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

0	0	45,698,181
---	---	------------

**7. Applicable Percentage**

9.00%	9.00%	9.00%
-------	-------	-------

(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)

**8. Maximum Allowable Credit under IRC §42**

(Qualified Basis x Applicable Percentage)

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

\$0	\$0	\$4,112,836
-----	-----	-------------

\$4,112,836
Combined 30% & 70% P. V. Credit

**Q. SOURCES OF FUNDS****Action:** Provide Documentation for all Funding Sources at **Tab T**

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

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	Virginia Housing (REACH)			\$9,000,000	\$323,125	0.50%	30	30
2.	Virginia Housing (REACH Grant)			\$500,000				
3.	DHCD Vibrant Communities			\$2,000,000	\$10,000	0.50%		
4.	DHCD NHTF			\$400,000	\$2,000	0.50%		
5.	DHCD HIEE			\$2,000,000				
6.	CCDC (City of Cville)			\$3,000,000				
7.	CCDC (AHOF)			\$4,000,000				
8.	CCDC (PDC)			\$500,000				
9.	CCDC (Seller Note)			\$4,730,000				
10.								
Total Permanent Funding:				\$26,130,000	\$335,125			

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
4.					
5.					
6.					

Q. SOURCES OF FUNDS

Total Permanent Grants:	\$0
-------------------------	-----

**Q. SOURCES OF FUNDS****4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	DHCD Vibrant Communities		\$2,000,000
2.	DHCD NHTF		\$400,000
3.	DHCD HIEE		\$2,000,000
4.	CCDC (City of Cville)		\$3,000,000
5.	CCDC (AHOF)		\$4,000,000
Total Subsidized Funding			\$11,400,000

**5. Recap of Federal, State, and Local Funds**

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$0
h.	Other:	\$0
i.	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: N/A

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

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

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

a. 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

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

**R. EQUITY****1. Equity****a. Portion of Syndication Proceeds Attributable to Historic Tax Credit**

Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0

**b. Equity that Sponsor will Fund:**

i. Cash Investment	\$0
ii. Contributed Land/Building	\$0
iii. Deferred Developer Fee	\$725,200 (Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0

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

**Equity Total** \$725,200

**2. Equity Gap Calculation**

a. Total Development Cost		\$42,343,200
b. Total of Permanent Funding, Grants and Equity	-	\$26,855,200
c. Equity Gap		\$15,488,000
d. Developer Equity	-	\$1,549
e. Equity gap to be funded with low-income tax credit proceeds		\$15,486,451

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

a. Actual or Anticipated Name of Syndicator:	VCDC		
Contact Person:	Jeffrey Michael Meyer	Phone:	804 543 2208
Street Address:	1840 W Broad Street Suite 200		
City:	Richmond	State:	23220
b. Syndication Equity			
i. Anticipated Annual Credits			\$1,760,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)			\$0.880
iii. Percent of ownership entity (e.g., 99% or 99.9%)			99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)			\$0
v. Net credit amount anticipated by user of credits			\$1,759,824
vi. Total to be paid by anticipated users of credit (e.g., limited partners)			\$15,486,451
c. Syndication:	Private		
d. Investors:	Corporate		

**4. Net Syndication Amount**

\$15,486,451

Which will be used to pay for Total Development Costs

**5. Net Equity Factor**

87.9999988635%

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>\$42,343,200</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$26,855,200</u>
3. Equals Equity Gap		<u>\$15,488,000</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>87.9999988635%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$17,600,000</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,760,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$4,112,836</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,760,000</u>
Credit per LI Units		<u>\$15,575.2212</u>
Credit per LI Bedroom		<u>\$6,006.8259</u>
<b>Combined 30% &amp; 70% PV Credit Requested</b>		<b>\$1,760,000</b>

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

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

Total Monthly Rental Income for LIHTC Units	\$117,923
Plus Other Income Source (list):	\$0
Equals Total Monthly Income:	\$117,923
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,415,076
Less Vacancy Allowance 7.0%	\$99,055
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b>\$1,316,021</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 0.0%	\$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	\$1,316,021
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,316,021
d. Total Expenses	\$883,855
e. Net Operating Income	\$432,166
f. Total Annual Debt Service	\$335,125
g. Cash Flow Available for Distribution	\$97,041



**T. CASH FLOW****4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow**

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
<b>Eff. Gross Income</b>	1,316,021	1,342,341	1,369,188	1,396,572	1,424,503
<b>Less Oper. Expenses</b>	883,855	910,371	937,682	965,812	994,787
<b>Net Income</b>	432,166	431,970	431,506	430,759	429,717
<b>Less Debt Service</b>	335,125	335,125	335,125	335,125	335,125
<b>Cash Flow</b>	97,041	96,845	96,381	95,634	94,592
<b>Debt Coverage Ratio</b>	1.29	1.29	1.29	1.29	1.28

	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	1,452,993	1,482,053	1,511,694	1,541,928	1,572,767
<b>Less Oper. Expenses</b>	1,024,630	1,055,369	1,087,030	1,119,641	1,153,230
<b>Net Income</b>	428,363	426,684	424,664	422,287	419,536
<b>Less Debt Service</b>	335,125	335,125	335,125	335,125	335,125
<b>Cash Flow</b>	93,238	91,559	89,539	87,162	84,411
<b>Debt Coverage Ratio</b>	1.28	1.27	1.27	1.26	1.25

	Year 11	Year 12	Year 13	Year 14	Year 15
<b>Eff. Gross Income</b>	1,604,222	1,636,306	1,669,032	1,702,413	1,736,461
<b>Less Oper. Expenses</b>	1,187,827	1,223,462	1,260,166	1,297,971	1,336,910
<b>Net Income</b>	416,395	412,844	408,867	404,442	399,551
<b>Less Debt Service</b>	335,125	335,125	335,125	335,125	335,125
<b>Cash Flow</b>	81,270	77,719	73,742	69,317	64,426
<b>Debt Coverage Ratio</b>	1.24	1.23	1.22	1.21	1.19

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

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

## U. Building-by-Building Information

Must Complete

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

Number of  
BINS:

21

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS					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.		5		900 First Street South	Bldg. 1	Charlottesville	VA	22902			\$0				\$0	\$2,665,480	12/31/23	9.00%	\$239,893
2.		4		900 First Street South	Bldg. 2	Charlottesville	VA	22902			\$0				\$0	\$2,230,472	12/31/23	9.00%	\$200,742
3.		4		900 First Street South	Bldg. 3	Charlottesville	VA	22902			\$0				\$0	\$2,231,559	12/31/23	9.00%	\$200,840
4.		6		900 First Street South	Bldg. 4	Charlottesville	VA	22902			\$0				\$0	\$1,830,242	12/31/23	9.00%	\$164,722
5.		5		900 First Street South	Bldg. 5	Charlottesville	VA	22902			\$0				\$0	\$1,829,427	12/31/23	9.00%	\$164,648
6.		4		900 First Street South	Bldg. 6	Charlottesville	VA	22902			\$0				\$0	\$2,230,472	12/31/23	9.00%	\$200,742
7.		8		900 First Street South	Bldg. 7	Charlottesville	VA	22902			\$0				\$0	\$2,571,740	12/31/23	9.00%	\$231,457
8.		7		900 First Street South	Bldg. 8	Charlottesville	VA	22902			\$0				\$0	\$1,934,036	12/31/23	9.00%	\$174,063
9.		8		900 First Street South	Bldg. 9	Charlottesville	VA	22902			\$0				\$0	\$2,571,740	12/31/23	9.00%	\$231,457
10.		8		900 First Street South	Bldg. 10	Charlottesville	VA	22902			\$0				\$0	\$2,571,740	12/31/23	9.00%	\$231,457
11.		8		900 First Street South	Bldg. 11	Charlottesville	VA	22902			\$0				\$0	\$2,571,740	12/31/23	9.00%	\$231,457
12.		4		900 First Street South	Bldg. 12	Charlottesville	VA	22902			\$0				\$0	\$2,230,472	12/31/23	9.00%	\$200,742
13.		4		900 First Street South	Bldg. 13	Charlottesville	VA	22902			\$0				\$0	\$1,750,359	12/31/23	9.00%	\$157,532
14.		6		900 First Street South	Bldg. 14	Charlottesville	VA	22902			\$0				\$0	\$2,405,453	12/31/23	9.00%	\$216,491
15.		4		900 First Street South	Bldg. 15	Charlottesville	VA	22902			\$0				\$0	\$1,926,156	12/31/23	9.00%	\$173,354
16.		4		900 First Street South	Bldg. 16	Charlottesville	VA	22902			\$0				\$0	\$1,750,359	12/31/23	9.00%	\$157,532
17.		4		900 First Street South	Bldg. 17	Charlottesville	VA	22902			\$0				\$0	\$2,426,919	12/31/23	9.00%	\$218,423
18.		3		900 First Street South	Bldg. 18	Charlottesville	VA	22902			\$0				\$0	\$1,490,876	12/31/23	9.00%	\$134,179
19.		5		900 First Street South	Bldg. 19	Charlottesville	VA	22902			\$0				\$0	\$1,176,235	12/31/23	9.00%	\$105,861
20.		5		900 First Street South	Bldg. 20	Charlottesville	VA	22902			\$0				\$0	\$2,676,621	12/31/23	9.00%	\$240,896
21.		7		900 First Street South	Bldg. 21	Charlottesville	VA	22902			\$0				\$0	\$2,626,083	12/31/23	9.00%	\$236,347
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

113 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$45,698,181

\$0

\$0

\$4,112,836

Number of BINS: 21

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**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:

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

**V. STATEMENT OF OWNER**

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

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

Legal Name of Owner South First Phase Two, LLC

By: 

Its: President of Charlottesville Community Development  
(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:	Bruce R. Wardell
Virginia License#:	0401005283
Architecture Firm or Company:	brw architects

By: 

Its: President  
(Title)

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

W.

## LIHTC SELF SCORE SHEET

## Self Scoring Process

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

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

## MANDATORY ITEMS:

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

## 1. READINESS:

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development < no points offered in Cycle 2022 >	N/A	0 pts for 2022	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			15.00

## 2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	2.43
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	26.92%	Up to 40	40.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			62.43

## 3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			64.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	14%	Up to 15	2.12
g. Developments with less than 100 low income units	N	up to 20	0.00
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			136.12

## 4. TENANT POPULATION CHARACTERISTICS:

	Locality AMI	State AMI	
	\$93,700	\$59,700	
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	49.56%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.62%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.44%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.44%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.44%	Up to 50	0.00
Total:			90.00

## 5. SPONSOR CHARACTERISTICS:

a. Developer experience (Subdivision 5a - options a,b or c)	N	0, 10 or 25	0.00
b. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
c. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per ite	0.00
h. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	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:			0.00

## 6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	190.70
b. Cost per unit		Up to 100	72.66
Total:			263.36

## 7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00

e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	Y	0 or 10	10.00
f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			75.00

400 Point Threshold - all 9% Tax Credits

300 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE:****641.91**



**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance material	40	26.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. N/A for 2022	0	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>64.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>

**Total amenities: 64.00**

# X. Development Summary

## Summary Information 2022 Low-Income Housing Tax Credit Application For Reservation

<b>Deal Name:</b>	<b>South First Phase Two</b>
-------------------	------------------------------

**Cycle Type:** 9% Tax Credits  
**Allocation Type:** New Construction  
**Total Units:** 113  
**Total LI Units:** 113  
**Project Gross Sq Ft:** 188,151.00  
**Green Certified?** TRUE

**Requested Credit Amount:** \$1,760,000  
**Jurisdiction:** Charlottesville City  
**Population Target:** General  
**Owner Contact:** John Sales

**Total Score**  
**641.91**

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$26,130,000	\$231,239	\$139	\$335,125
Grants	\$0	\$0		
Subsidized Funding	\$11,400,000	\$100,885		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$25,644,027	\$226,938	\$136	60.56%
General Req/Overhead/Profit	\$2,779,000	\$24,593	\$15	6.56%
Other Contract Costs	\$375,000	\$3,319	\$2	0.89%
Owner Costs	\$6,815,173	\$60,311	\$36	16.10%
Acquisition	\$4,730,000	\$41,858	\$25	11.17%
Developer Fee	\$2,000,000	\$17,699	\$11	4.72%
<b>Total Uses</b>	<b>\$42,343,200</b>	<b>\$374,719</b>		

Income		
Gross Potential Income - LI Units	\$1,415,076	
Gross Potential Income - Mkt Unit:	\$0	
Subtotal	\$1,415,076	
Less Vacancy %	7.00%	\$99,055
<b>Effective Gross Income</b>	<b>\$1,316,021</b>	

**Rental Assistance?** TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$297,955	\$2,637
Utilities	\$190,000	\$1,681
Operating & Maintenance	\$317,000	\$2,805
Taxes & Insurance	\$45,000	\$398
<b>Total Operating Expenses</b>	<b>\$849,955</b>	<b>\$7,522</b>
Replacement Reserves	\$33,900	\$300
<b>Total Expenses</b>	<b>\$883,855</b>	<b>\$7,822</b>

Cash Flow	
EGI	\$1,316,021
Total Expenses	\$883,855
<b>Net Income</b>	<b>\$432,166</b>
Debt Service	\$335,125
<b>Debt Coverage Ratio (YR1):</b>	<b>1.29</b>

Total Development Costs	
Total Improvements	\$35,613,200
Land Acquisition	\$4,730,000
Developer Fee	\$2,000,000
<b>Total Development Costs</b>	<b>\$42,343,200</b>

**Proposed Cost Limit/Sq Ft:** \$200  
**Applicable Cost Limit/Sq Ft:** \$314  
**Proposed Cost Limit/Unit:** \$332,860  
**Applicable Cost Limit/Unit:** \$303,292

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	19
# of 2BR	38
# of 3BR	26
# of 4+ BR	30
<b>Total Units</b>	<b>113</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	12
50% AMI	57	45
60% AMI	56	56
>60% AMI	0	0
Market	0	0

**Income Averaging?** TRUE

**Extended Use Restriction?** 30

## i. Efficient Use of Resources

### Credit Points for 9% Credits:

\* 4% Credit applications will be calculated using the E-U-R TE B

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.

Combined Max	\$4,112,836
Credit Requested	\$1,760,000
% of Savings	57.21%
Sliding Scale Points	190.7

4% Deals EUR Point
0.00

### 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 credit 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	\$37,613,200
Total Square Feet	188,151.00
Proposed Cost per SqFt	\$199.91
Applicable Cost Limit per Sq Ft	\$314.00
% of Savings	36.33%
Total Units	113
Proposed Cost per Unit	\$332,860
Applicable Cost Limit per Unit	\$303,292
% of Savings	-9.75%
Max % of Savings	36.33%
Sliding Scale Points	72.66

\$ /SF = **\$227.42**Credits/SF = **10.9764**Const \$/unit = **\$254,849.79**

TYPE OF PROJECT

GENERAL = 11000; ELDERLY = 12000

LOCATION

Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600

TYPE OF CONSTRUCTION

N C=1; ADPT=2; REHAB(35,000+)=3; REHAB\*(10,000-35,000)=4

**11000****300****1****300****1**

\* REHABS LOCATED IN BELTWAY (\$10,000-\$50,000) See Below

	GENERAL	Elderly					
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	785.89	965.15	1,413.11	1,664.92	1,339.43	1,629.07	2,191.22
NUMBER OF UNITS	0	19	22	15	4	16	11	26
PARAMETER-(CREDITS=>35,000)	0	19,557	25,043	28,262	28,620	26,219	28,602	30,986
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	19,557	25,043	28,262	28,620	26,219	28,602	30,986
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	19,557	25,043	28,262	28,620	26,219	28,602	30,986
PROJECT CREDIT PER UNIT	0	8,626	10,594	15,511	18,275	14,702	17,881	24,052
CREDIT PER UNIT POINTS	0.00	18.80	22.47	11.98	2.56	12.44	7.30	10.30

TOTAL CREDIT PER UNIT POINTS

**0.00**

This calculation of Credit per Unit points applies to 4% Tax Exempt deals only

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	19,557	25,043	28,262	28,620	26,219	28,602	30,986
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	19,557	25,043	28,262	28,620	26,219	28,602	30,986

Northern Virginia Beltway (Rehab costs \$10,000-\$50,000)

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	19,557	25,043	28,262	28,620	26,219	28,602	30,986
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	19,557	25,043	28,262	28,620	26,219	28,602	30,986

# **Tab A:**

Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY)

**OPERATING AGREEMENT**  
**OF**  
**SOUTH FIRST PHASE TWO LLC**

This OPERATING AGREEMENT (this “*Agreement*”) of South First Phase Two LLC, a Virginia limited liability company (the “*Company*”) is made and entered into as of February 10, 2020, by South First Phase Two Management, LLC, a Virginia limited liability company, as the sole member of the Company (the “*Member*”).

**SECTION 1**  
**ORGANIZATIONAL MATTERS**

**1.01 Formation.** The Company was formed as a Virginia limited liability company under the Virginia Limited Liability Company Act (the “*Act*”) on January 14, 2020. The rights and obligations of the Member shall be as provided in the Act, except as otherwise expressly provided herein. In the event of any inconsistency between any terms and conditions contained in this Agreement and any non-mandatory provisions of the Act, the terms and conditions contained in this Agreement shall govern and in the event of any inconsistency between any items and conditions contained in this Agreement and any mandatory provisions of the Act, the terms and conditions of the Act shall govern.

**1.02 Name.** The name of the Company is South First Phase Two LLC.

**1.03 Principal Office.** The principal office of the Company is 1000 1<sup>st</sup> Street South, Charlottesville, Virginia 22902, or such other place as the Member may from time to time designate. The Company may have other offices at any place or places as may be determined by the Member.

**1.04 Purpose.** The purpose of the Company shall be to lease certain property 900-1000 1st Street South, Charlottesville, Virginia 22902 (the “*Property*”) from Charlottesville Redevelopment and Housing Authority (“*CRHA*”) and facilitate tax credit financing. The Company may engage in any and all other lawful activities as may be necessary, incidental or convenient to carrying out the purpose of the Company as contemplated by this Agreement.

**1.05 Articles of Organization; Filing.** The Company executed and filed Articles of Organization with the Virginia State Corporation Commission as required by the Act. The Member may execute and file any amendments to the Articles of Organization from time to time in a form prescribed by the Act. The Member also shall cause to be made, on behalf of the Company, such additional filings and recordings as the Member shall deem necessary or advisable.

**1.06 Fictitious Business Name Statements; Qualification in Other States.** Following the execution of this Agreement, fictitious business name statements and qualifications in various states may be filed and published as deemed necessary by the Member.

**1.07 Registered Agent.** The Company shall continuously maintain a registered office and a designated and duly qualified agent for service of process on the Company in the

Commonwealth of Virginia. As of the date of this Agreement, the address of the registered office is 200 South 10<sup>th</sup> Street, Suite 1600, Richmond, Virginia 23219, and its registered agent is Philip H. Goodpasture. The registered office and registered agent may be changed from time to time by action of the Member.

**1.08 Term.** The Company commenced on January 14, 2020 and shall continue until terminated pursuant to this Agreement.

## **SECTION 2**

### **MEMBER AND MANAGEMENT**

**2.01 Original Member.** As of the date of this Agreement, the Member owns 100% of the membership interests in the Company.

#### **2.02 Management**

(a) Authority; Powers and Duties of the Member. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement.

(b) Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an “*Officer*”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

## **SECTION 3**

### **LIABILITY OF MEMBER AND INDEMNIFICATION**

**3.01 Liability of Member.** Except as otherwise provided in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company. The Member is not personally liable for a debt, obligation, or liability of the Company solely by reason of being or acting as a member.

**3.02 Indemnification of Member and Officers.** The Member and the Officers shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys’ fees) whatsoever incurred by the Member or Officers to the fullest extent a corporation would be permitted to indemnify the directors of a Virginia corporation under the Virginia Stock Corporation Act; *provided*, however, that any indemnity under this Section 3.02 shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account

thereof. Any determination required regarding whether indemnification is proper under the circumstances or whether an individual has met the applicable standard of conduct shall be made by either (a) the Member or (ii) if requested by the Member, independent legal counsel, chosen by the Member, in a written opinion.

## **SECTION 4**

### **CONTRIBUTIONS TO THE COMPANY AND DISTRIBUTIONS**

#### **4.01 Member's Capital Contributions.**

(a) Initial Capital Contribution. The Member shall make an initial capital contribution as determined by the Member.

(b) Additional Capital Contributions. The Member shall not be required to make any further capital contributions beyond that set forth in Section 4.01(a).

(c) Loans. The Member may endeavor to obtain a loan or loans to the Company, including from the Member, from time to time, for necessary capital on reasonable terms, in order to finance the ownership and operation of the business of the Company.

**4.02 Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Member.

## **SECTION 5**

### **TAX MATTERS**

It is intended that the Company be treated as a single member entity within the meaning of Section 301.7701-2(c)(2) of the Income Tax Regulations promulgated under the Internal Revenue Code of 1986, as such may be amended, and, accordingly, disregarded as a separate entity for tax purposes.

## **SECTION 6**

### **DISSOLUTION AND TERMINATION**

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

(a) The determination in writing of the Member.

(b) The sale, transfer, or assignment of substantially all the assets of the Company.

(c) The adjudication of the Company as insolvent in either bankruptcy or equity proceedings, or the filing of an involuntary petition in bankruptcy against the Company (which is not dismissed within ninety days), or the filing against the Company of a petition for reorganization under the federal bankruptcy code or any state statute (which is not dismissed within ninety days), or a general assignment by the Company for the benefit of creditors, or the voluntary claim (by the Company) that it is insolvent under any provisions of the federal bankruptcy code (or any state



insolvency statutes), or the appointment for the Company of a temporary or permanent receiver, trustee, custodian, or sequestrator, and such receiver, trustee, custodian, or sequestrator is not dismissed within ninety days.

(d) As otherwise required by Virginia law.

**6.02 Liquidation.** Upon the dissolution of the Company, it shall wind up its affairs by either or a combination of the following methods as the Member shall in the Member's sole discretion determine:

(a) Selling the Company's assets and, after paying the Company's liabilities or reserving sufficient funds for such liabilities, distributing the net proceeds to the Member in satisfaction of the Member's interest in the Company.

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

**6.03 Articles of Cancellation.** Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Member shall execute and record Articles of Cancellation, as well as all other documents required to effectuate the dissolution and termination of the Company, which shall have the effect provided for in the Act.

## **SECTION 7**

### **MISCELLANEOUS PROVISIONS**

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

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

**7.03 Amendments.** This Agreement may be amended only by the Member in writing, but may be so amended at any time.

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

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

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

**7.07 Entire Agreement.** This Agreement sets forth all the promises, agreements, conditions, and understandings of the Member respecting the subject matter hereof.

**7.08 Right of First Refusal.** The Company acknowledges that it has entered into that certain Purchase Option and Right of First Refusal Agreement by and between the Company, as seller, and CRHA, as buyer. Subject to the terms and conditions stated therein, the Purchase Option and Right of First Refusal Agreement shall be recorded in the Clerk's Office for the City of Charlottesville, Virginia, upon acquisition of the Property.

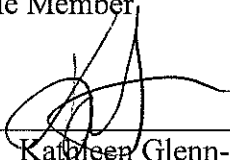
*{signature page follows}*

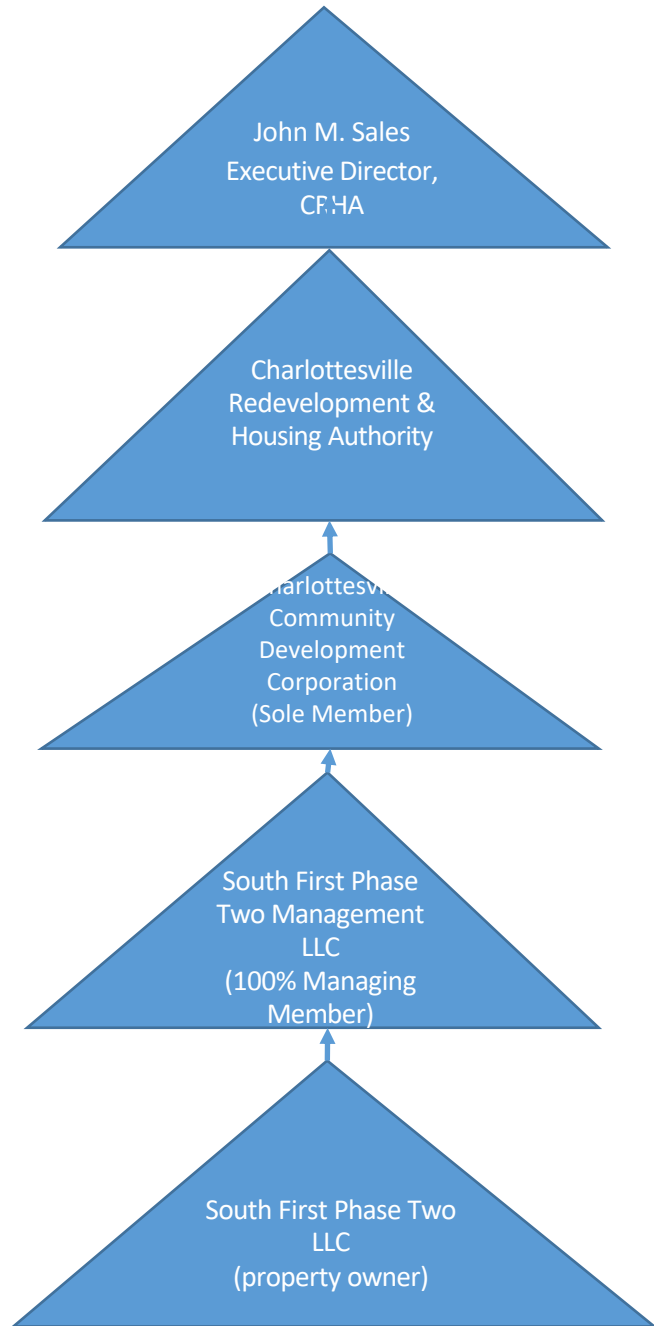
IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

**MEMBER:**

SOUTH FIRST PHASE TWO MANAGEMENT LLC,  
a Virginia limited liability company

By: Charlottesville Community Development Corporation,  
a Virginia corporation,  
its Sole Member,

By: \_\_\_\_\_  
Kathleen Glenn-Matthews, Secretary



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") made as of March 2, 2022, by and between CHARLOTTESVILLE COMMUNITY DEVELOPMENT CORPORATION, a Virginia nonstock corporation (the "Developer") and SOUTH FIRST PHASE TWO, LLC, a Virginia limited liability company (the "Company").

### W I T N E S S E T H:

WHEREAS, the Company has been formed to develop, construct, ground lease, maintain and operate certain property as low-income residential rental housing, to be known as South First Street Phase Two, to be located at 900 S. 1<sup>st</sup> Street, Charlottesville, Virginia (the "Project"); and

WHEREAS, the Project, following the completion of construction, is expected to constitute a "qualified low-income housing project" (as defined in Section 42(g)(1) of the Code).

WHEREAS, the Developer has provided and will continue to provide certain services with respect to the Project during the acquisition, development, rehabilitation and initial operating phases thereof.

WHEREAS, in consideration for such services, the Company has agreed to pay to the Developer certain fees computed in the manner stated herein.

**NOW, THEREFORE**, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

#### Section 1. Development Services.

(a) The Developer has performed certain services relating to the development of the Project and shall oversee the development and construction of the Project, and shall perform the services and carry out the responsibilities with respect to the Project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the Company.

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in subparagraphs (i)-(xiii) below of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (i) use its best efforts to perform such duty and (ii) promptly notify the Company that the

performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

(i) Negotiate and cause to be executed in the name and on behalf of the Company any agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements or tenant improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is made have been approved by the managing member of the Company ("Managing Member") unless the terms, conditions, and parties comply with guidelines issued by the Managing Member concerning such agreements;

(ii) Assist the Company in identifying sources of construction financing for the Project and negotiate the terms of such financing with lenders;

(iii) Establish and implement appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:

(A) coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design or rehabilitation of the Project;

(B) administration of any construction contracts on behalf of the Company;

(C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(D) the rendering of advice and recommendations as to the selection of subcontractors and suppliers;

(E) the review and submission to the Company for approval of all requests for payments under any architectural agreement, general contractor's agreement, or any construction loan agreements with any lending

institutions providing funds for the benefit of the Company for the design or construction of any improvements;

(F) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;

(G) applying for the maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project;

(H) compliance with all terms and conditions applicable to the Company or the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

(I) furnishing such consultation and advice relating to the construction of the Project as may be reasonably requested from time to time by the Company;

(J) keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Company and which are of a nature generally requested or expected of construction managers or similar owner's representatives on similar projects;

(K) giving or making the Company's instructions, requirements, approvals and payments provided for in the agreements with the Project architect, general contractor, and other contractors, professionals and consultants retained for the Project; and

(L) at the Company's expense, filing on behalf of and as the attorney-in-fact for the Company any notices of completion required or permitted to be filed upon the completion of any improvement(s) and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Project.

(iv) Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to

and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or construction of the Project, and in addition to verify that the construction is being carried out substantially in accordance with the plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

(v) If requested to do so by the Company, perform on behalf of the Company all obligations of the Company with respect to the design or construction of the Project contained in any loan agreement or security agreement in connection with the Project, or in any lease or rental agreement relating to space in the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Company to the Developer or the Company has otherwise notified the Developer in writing of such obligations;

(vi) To the extent requested to do so by the Company, prepare and distribute to the Company a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Company, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of design and construction of the Project, or as to the providing of additional capital contributions should such loan funds for any reason be unavailable or inadequate;

(vii) At the Company's expense, obtain and maintain insurance coverage for the Project, the Company, the management agent of the Project ("Management Agent"), and the Developer and its employees, at all times until final completion of construction of the Project, in accordance with an insurance schedule approved by the Company, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the Company;

(viii) To the extent applicable to the construction of the Project, comply with all present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices having jurisdiction over the



Project. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection with the construction of the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

(ix) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will take application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(x) Coordinate and administer the design and construction of all interior tenant improvements to the extent required under any leases or other occupancy agreements to be constructed or furnished by the Company with respect to the initial leasing of space in the Project, whether involving building standard or non-building standard work;

(xi) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by the Company;

(xii) At the direction of the Company, implement any decisions of the Company made in connection with the design, development and construction of the Project or any policies and procedures relating thereto, exclusive of leasing activities; and

(xiii) Perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement, or which are requested to be performed by the Company and are within the general scope of the services described herein.

Section 2. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to any of the following matters unless and until the same has been approved by the Company:

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(b) Any proposed change in the work of the construction of the Project, or in the plans and specifications therefor as previously approved by the Company, or in the cost thereof, or any other change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(c) Making any expenditure or incurring any obligation by or on behalf of the Company or the Project involving a sum in excess of \$25,000 or involving a sum of less than \$25,000 where the same relates to a component part of any work, the combined cost of which exceeds \$25,000, except for expenditures made and obligations incurred pursuant to and specifically set forth in a construction budget approved by the Company (the "Construction Budget") or for such matters as may be otherwise expressly delegated to the Developer by the Company;

(d) Making any expenditure or incurring any obligation which, when added to any other expenditure, exceeds the Construction Budget or any line item specified in the Construction Budget, except for such matters as may be otherwise expressly delegated in writing to the Developer by the Company; or

(e) Expending more than what the Developer in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of the Company or otherwise in connection with the Project.

### Section 3. Accounts and Records.

(a) The Developer on behalf of the Company, shall keep such books of account and other records as may be required and approved by the Company, including, but not limited to, records relating to the costs of construction advances. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Company, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of construction. All accounts and records relating to the Project, including all correspondence, shall be surrendered to the Company, upon demand without charge therefor.

(b) The Developer shall cooperate with the Management Agent to facilitate the timely preparation by the Management Agent of such reports and financial statements as the Management Agent is required to furnish pursuant to the management agreement between the Company and the Management Agent ("Management Agreement").

(c) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the Company, and shall be available for and subject to audit, inspection and copying by the Management Agent, the Company or any representative or auditor thereof or supervisory or regulatory authority, at the times and in the manner set forth in the Company Agreement.

Section 4. Obligation To Complete Construction.

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanic's, materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the loan and other documents governing the development and operation of the Project and in the plans and specifications for the Project.

Section 5. Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the "Development Amount") equal to Two Million and No/100 Dollars (\$2,000,000.00). The Development Amount shall be deemed to have been earned as follows:

- (i) Twenty percent (20%) as of the date of this Agreement;
- (ii) Eighty percent (80%) upon substantial completion of the Project;

The Development Amount shall be paid from and only to the extent of the Company's available cash, in installments as follows:

- (i) Twenty percent (20%) on initial equity funding of the Project;
- (ii) Forty percent (40%) upon substantial completion of the Project; and
- (iii) Forty percent (40%) upon achievement of 95% occupancy for the Project.

Any installment of the Development Amount not paid when otherwise due hereunder shall be deferred without interest and shall be paid from next available cash, provided, however, that any unpaid balance of the Development Amount shall be due and payable in all events at the earlier of (i) the thirteenth anniversary of the date of this Agreement, or (ii) if the Project qualifies for Tax Credits under Code Section 42, then the end of the Project's compliance period.

Section 6.     Applicable Law.

This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 7.     Binding Agreement.

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns. As long as the Developer is not in default under this Agreement, the obligation of the Company to pay the Development Amount shall not be affected by any change in the identity of the Managing Member of the Company.

Section 8.     Headings.

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

Section 9.     Terminology.

All personal pronouns used in this Agreement, whether used in the 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 10.    Benefit of Agreement.

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Partners and shall not inure to the benefit of any creditor of the Company other than a Partner, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

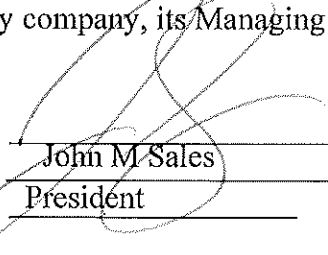
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first written above.

COMPANY:

**South First Phase Two, LLC**, a  
Virginia limited liability company

By: South First Phase Two  
Management, LLC, a Virginia limited  
liability company, its Managing Member

By:   
Name: John M Sales  
Title: President

DEVELOPER:

**Charlottesville Community  
Development Corporation**, a  
Virginia nonstock corporation

By:   
Name: Jon M Sales  
Title: Executive Director

# **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 South First Phase Two 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 January 14, 2020; 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:

February 15, 2022

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

Bernard J. Logan, Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)





## Previous Participation Certification Instructions

### General Instructions:

The following certification:

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

### Definitions:

*Development* - the proposed multifamily rental housing development

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

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

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

## Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

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

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

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



## Previous Participation Certification

Development Name:

South First Phase Two

Name of Applicant (entity):

South First Phase Two, LLC

I hereby certify that:

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

### Previous Participation Certification, cont'd

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

Signature

**John M. Sales**

Printed Name

**March 9, 2022**

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

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: South First Phase Two

Name of Applicant: South First Phase Two LLC

## INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: South First Phase Two Management LLC

Controlling GP (CGP) or 'Named' Managing Member of Proposed property? ☐ Yes

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Crescent Halls	Crescent Halls Reno, LLC -434 245-5165	N	105	105	TBD	TBD	No
2	South First Phase One	South First Phase One, LLC	N	62	62	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8602 (per entity/development) for a total of 6.

1st PAGE

TOTAL: 167 167

LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: South First Phase Two

Name of Applicant: South First Phase Two LLC

## INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: Charlottesville Community Development Corporation Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Crescent Halls	Crescent Halls Reno, LLC -434 245-5165	N	105	105	TBD	TBD	No
2	South First Phase One	South First Phase One, LLC	N	62	62	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE

TOTAL: 167 167

LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: South First Phase Two

Name of Applicant: South First Phase Two LLC

## INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: Charlottesville Redevelopment and Housing Author

Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Crescent Halls	Crescent Halls Reno, LLC -434 245-5165	N	105	105	TBD	TBD	No
2	South First Phase One	South First Phase One, LLC	N	62	62	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8602 (per entity/development) for a total of 6.

1st PAGE

TOTAL: 167 167

LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB



# List of LIHTC Developments (Schedule A)



Development Name: South First Phase Two

Name of Applicant: South First Phase Two LLC

## INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 A resume is required for each principal of the General Partnership or Limited Liability Company (LLC).
- 3 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 4 List only tax credit development experience since 2002 (i.e. for the past 15 years)
- 5 Use separate pages as needed, for each principal.

Principal's Name: John M. Sales

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

No

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Crescent Halls	Crescent Halls Reno, LLC -434 245-5165	N	105	105	TBD	TBD	No
2	South First Phase One	South First Phase One, LLC	N	62	62	TBD	TBD	No
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8602 (per entity/development) for a total of 6.

1st PAGE

TOTAL:

167

167

100%

LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# **Tab E:**

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

## OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is made and entered into this 4th day of March, 2020 ("Effective Date"), by and between CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia ("Landlord") and SOUTH FIRST PHASE TWO LLC, a Virginia limited liability company ("Tenant").

### RECITALS

A. Landlord owns fee simple title to the real property described in Exhibit A, attached hereto and by reference incorporated herein, together with all improvements and fixtures situated thereon. The real property, improvements and fixtures, together with all appurtenant easements, rights, hereditaments and tenements hereinafter collectively referred to as the "Property."

B. The Landlord desires to lease the Property long-term to encourage development of affordable housing.

C. The parties intend to fully negotiate in good faith the terms and conditions of the affordable housing project to be built by Tenant on the Property, which is intended to consist of 113 residential rental units targeted to individuals with incomes at or below 60% of median family income as further described in the tax credit application submitted to VHDA, which is attached hereto as Exhibit B and by reference incorporated herein (the "Project").

NOW, THEREFORE, based on the foregoing Recitals and the mutual covenants hereinafter set forth, the parties agree as follows:

### AGREEMENT

#### Section 1. Grant of Option.

Landlord, for and in consideration of the sum of Ten Dollars (\$10) paid to Landlord by Tenant (the receipt of which is acknowledged by Landlord) and such other valuable consideration as the Landlord shall obtain from the proposed development of the Property, hereby grants to Tenant the sole and exclusive option ("Option") to enter into the Ground Lease of the Property for the term and in the manner and for the price stated in this Agreement.

#### Section 2. Option Term.

The term of the Option ("Term"), unless otherwise extended as provided herein, shall commence on the Effective Date and shall continue until 5:00 p.m. on December 31, 2020.

#### Section 3. Conditions Precedent to Exercise of Option.

Tenant shall be permitted to exercise the Option only at such time as each of the following conditions has been satisfied by the obligated party or waived by the benefited party. Failure to

satisfy or waive the conditions by the last day of the Term, absent any extension agreed to by the Parties in writing, shall result in termination of this Agreement.

- 3.1 Conditions for the Benefit of the Landlord and Tenant.** The following conditions must be waived or extended in writing by both the Landlord and Tenant if not satisfied prior to the last day of the Term.

**3.1.1 Land Use Approval(s).** Tenant shall have submitted land use applications for Design Review, Design Review Build-Out Concept Plan, and other applicable land use applications identified by the Planning Division and received approval for its Project.

**3.1.2 Financing.** Tenant shall be satisfied and shall have provided evidence to the Landlord that Tenant has financial capacity sufficient to permit it to complete development of its Project based on a current project budget with construction-phase sources and uses, and a post-construction operating proforma; and copies of binding commitment letters from funding sources for construction and permanent financing has been provided (including an allocation of low income housing tax credits pursuant to Section 42 of the Code ("Tax Credit Reservation"). All financing necessary to construct the Project (excepting any permanent financing intended to be funded only after completion of construction) has closed or will close simultaneously with the Exercise of the Lease.

**3.1.3 No Litigation.** No litigation is pending that prevents the Landlord or Tenant from performing its respective obligations under this Agreement.

- 3.2 Tenant's Conditions.** To Tenant's reasonable satisfaction, which conditions may be waived or extended in writing solely by Tenant if not satisfied:

**3.2.1 Title.** Tenant is satisfied that Landlord has title to the Property subject only to the Final Permitted Exceptions.

**3.2.2 Property Due Diligence.** Tenant shall have conducted due diligence regarding the Property and accepts the Property in its current condition as-is.

**3.2.3 No Default.** The Landlord is not in default under this Agreement and no event has occurred that, with notice or passage of time or both notice and the passage of time, would constitute a default by the Landlord under this Agreement.

**3.2.4 No Material Change.** No material or adverse change in the physical or legal condition of the Project has occurred.

#### **Section 4. Exercise of Option, Limited Right of Assignment.**

- 4.1 Tender of Exercise Notice.** Upon satisfaction or waiver of the conditions described in Section 3 above, the Option shall be exercised, if at all, by written notice ("Exercise Notice") given by Tenant to Landlord at any time during the Term, which Term may be extended by the Parties in writing. The notice shall

state that Tenant has satisfied all conditions - unless waived by the Landlord - and has elected to exercise the Option. Exercise Notice shall be delivered to the Landlord.

**4.2** Upon receipt of an Exercise Notice from Tenant, if Landlord finds in its reasonable discretion that all conditions precedent have not been met or waived it shall provide written documentation of the conditions precedent not satisfied and a Forty-five (45) day period (and the Term extended as needed) for Tenant to satisfy such conditions.

**4.3** The Option may be exercised only by Tenant.

#### **Section 5. Execution and Terms of Lease.**

Upon exercise of the Option, Tenant shall be obligated to lease the Property from Landlord, and Landlord shall be obligated to lease the Property to Tenant by execution of a Ground Lease, substantially in a form to be negotiated prior to the delivery of the Exercise Notice and otherwise upon the terms and conditions set forth on Exhibit C hereof. The Parties shall execute the Ground Lease within Ten (10) business days after Tenant tenders its Exercise Notice and Landlord agrees all conditions precedent have been met or waived.

#### **Section 6. Failure to Exercise Option.**

If Tenant fails for any reason to exercise the Option in the manner set forth herein, Tenant shall have no further claim against or interest in the Property. In the event of the failure to exercise the Option, Tenant shall provide Landlord with any instruments that Landlord may reasonably deem necessary for the purpose of removing from the public record any cloud on title to the Property that is attributable to the grant or existence of the Option.

#### **Section 7. Representations and Warranties.**

**7.1 Landlord Representations and Warranties.** The Landlord's representations and warranties under this Agreement are limited to the following specific representations and warranties. The Landlord hereby warrants and represents to Tenant throughout the Term the following:

**7.1.1** The Landlord has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein; and all requisite action has been taken by the Landlord in connection with entering into this Agreement, the instruments referred to herein, and the consummation of the transactions contemplated herein.

**7.1.2** To the Landlord's knowledge, there is no litigation, action, suit, or any condemnation, environmental, zoning, or other government proceeding pending or threatened, which may affect the Property or the Landlord's ability to perform its obligations under this Agreement;

**7.1.3** To the Landlord's knowledge and except as otherwise disclosed in writing to Tenant before the Effective Date, during the Landlord's ownership of the Property, the Property has been operated in compliance with all applicable laws, rules, regulations, ordinances and other governmental requirements.

**7.1.4** The Landlord is the legal and beneficial fee simple titleholder to the Property and the Property is free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, or judgments, except as disclosed by the title report attached hereto as Exhibit D.

**7.1.5** This Agreement and all documents required to be executed by the Landlord are and shall be valid, legally binding obligations of and enforceable against the Landlord in accordance with their terms, and the persons executing this Agreement and the instruments referred to herein on behalf of the Landlord have the legal power, right and actual authority to bind the Landlord to the terms and conditions of this Agreement.

**7.2 Tenant's Representations and Warranties.** Tenant's representations and warranties under this Agreement are limited to the following specific representations and warranties. Tenant hereby warrants and represents to the Landlord throughout the Term the following:

**7.2.1** Tenant has full power and authority to enter into and perform this Agreement in accordance with its terms and does not require the consent of any third party that has not been secured, and all requisite action (corporate, trust, partnership, membership or otherwise) has been taken by Tenant in connection with entering into this Agreement, the instruments referred to herein, and the consummation of the transactions contemplated herein. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

**7.2.2** This Agreement and all documents required to be executed by Tenant are and shall be valid, legally binding obligations of and enforceable against Tenant in accordance with their terms.

**7.2.3** Neither the execution and delivery of this Agreement and documents referred to herein, nor the incurring of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents referred to herein conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Tenant is a party.

**7.2.4** No representation, warranty or statement of Tenant in this Agreement or any of the exhibits attached hereto contains any untrue statement of a material fact

or omits a material fact necessary to make the representation, warranty or statement not misleading.

**7.2.5** The persons executing this Agreement and the instruments referred to herein on behalf of Tenant have the legal power, right and actual authority to bind Tenant to the terms and conditions of this Agreement.

**Section 8. Other Provisions.**

**8.1 Waivers.** No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by the Landlord or Tenant of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing and no such waiver shall be construed to be a continuing waiver.

**8.2 Governing Law, Venue, Consent to Jurisdiction.** This Agreement shall be governed by Virginia law, without regard to principles of conflicts of law.

[Signatures appear on next page]

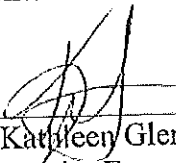
This Option Agreement is executed as of the day and year appearing above.

WITNESS the following signatures:

LANDLORD:

CHARLOTTESVILLE REDEVELOPMENT AND  
HOUSING AUTHORITY, a political subdivision of the  
Commonwealth of Virginia

Date: 3/4/2020

By:   
Kathleen Glenn-Matthews,  
Interim Executive Director

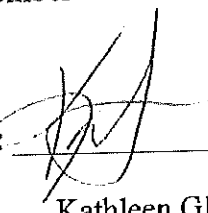
TENANT:

SOUTH FIRST PHASE TWO LLC,  
a Virginia limited liability company

By: South First Phase Two Management, LLC, a Virginia  
limited liability company,  
Its Sole Member

By: Charlottesville Community Development  
Corporation, a Virginia corporation,  
Its Sole Member

Date: 3/4/2020

By:   
Kathleen Glenn-Matthews, Secretary



**Exhibit A**  
**Legal Description**

### **Legal Description.**

All that certain lot, piece or parcel of land, designated as TMP 26-115.000 on the City of Charlottesville Tax maps, and being a portion of the property shown on plat recorded at Instrument #2019-00000770 in the Clerks Office of the Circuit Court of the City of Charlottesville and more particular described as follows.

Commencing at the Point of Beginning, a Nail on the Eastern Right of Way of 1<sup>st</sup> Street South, a common corner to TMP 26-115.001, thence North 34°07'01" East, a distance of 70.28 feet to a concrete monument;

thence North 27°36'48" East, a distance of 260.48 feet to a drill hole;

thence North 27°36'48" East, a distance of 12.45 feet to a nail;

thence North 23°27'38" East, a distance of 730.09 feet to an iron;

thence South 59°51'32" East, a distance of 309.99 feet to an iron;

thence South 35°11'55" West, a distance of 152.84 feet to a capped pipe;

thence South 08°58'38" West, a distance of 92.21 feet to an iron;

thence South 14°42'22" East, a distance of 20.55 feet to an iron;

thence North 69°52'45" West, a distance of 11.37 feet to an iron;

thence South 09°33'05" West, a distance of 40.69 feet to an iron;

thence South 69°52'45" East, a distance of 27.41 feet to a corner on a manhole;

thence South 09°22'15" West, a distance of 98.38 feet to an iron;

thence North 66°56'05" West, a distance of 27.65 feet to an iron;

thence South 09°16'12" West, a distance of 137.83 feet to an iron;

thence South 31°25'25" West, a distance of 130.38 feet to an iron;

thence North 62°54'12" West, a distance of 9.01 feet to an iron;

thence South 36°06'48" West, a distance of 172.01 feet to an iron;

thence South 61°35'22" East, a distance of 24.50 feet to an iron;

thence South  $36^{\circ}16'38''$  West, a distance of 193.08 feet to an iron;

thence North  $87^{\circ}12'50''$  West, a distance of 159.61 feet to an iron;

thence North  $56^{\circ}13'22''$  West, a distance of 171.47 feet to the Point of Beginning. Containing 7.938 Acres, more or less.

**EXHIBIT B**  
**Tax Credit Application**

**EXHIBIT C**  
**SUBSTANTIAL BUSINESS TERMS OF GROUND LEASE**

1. The Term of the Lease shall be for 99 years;
2. The Parties agree that the approximate current fair market value of the Property, unimproved and unencumbered, is two million dollars and no cents (\$ 2,000,000.00), but that the FMV Price in the final ground lease will be based on an as-is appraisal of the Property ("FMV Price");
3. The Ground Lease shall be a triple net lease. On top of any payments necessary to pay for costs and expenses covered by the triple net lease provisions, the Ground Lease Rent for each of the first fifteen years of the Tax Credit compliance period shall be \$100 per year;
4. Starting at the end of the Tax Credit Compliance period, the Ground Lease Rent shall be recomputed to be a current fair market rental for the leased premises;
5. Other than pursuant to the VHDA required right of first refusal to CRHA, the Tenant shall have no right to transfer its interests in the Ground Lease to any third party or to refinance or otherwise sell the Property or substantially all of its interests in Tenant unless at the time of such transaction the Landlord is paid the difference between the FMV Price, compounding interest at four percent per year and all Ground Lease Rent payments actually made as of such date. Such payment shall be due and payable prior to any distributions or payments to any member or partner (or any respective affiliate) of Tenant. Notwithstanding the foregoing, the Ground Lease will permit the syndication of the interests in the Tenant to an investor for the Project and will permit reasonable transfers of such parties' interests.
6. The Ground Lease will contain restrictions on the Property consistent with the terms of the Tax Credit Application.
7. The Landlord will retain the right to reasonably approve any financing and plans and specifications for the Project.

## **EXTENSION OF OPTION AGREEMENT**

**THIS EXTENSION OF OPTION AGREEMENT** ("Option") effective as of December 31, 2020, by and between **CHARLOTTESVILLE REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, ("Landlord") and **SOUTH FIRST PHASE TWO LLC**, a Virginia limited liability company, ("Tenant").

### **WITNESSETH THAT:**

**WHEREAS**, Tenant and Landlord previously entered into an Option Agreement dated as of March 4, 2020, ("Option Agreement"), whereby Landlord granted the option for the terms set forth therein; and

**WHEREAS**, Landlord and Tenant wish to extend the Duration of the Option to December 31, 2022.

**NOW, THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

**SECTION 1:** Section 2 of the Option Agreement is hereby deleted in its entirety and replaced with the following language:

#### **Section 2. Option Term.**

The term of the Option ("Term"), unless otherwise extended as provided herein, shall commence on the Effective Date and shall continue until 5:00 p.m. on December 31, 2022.

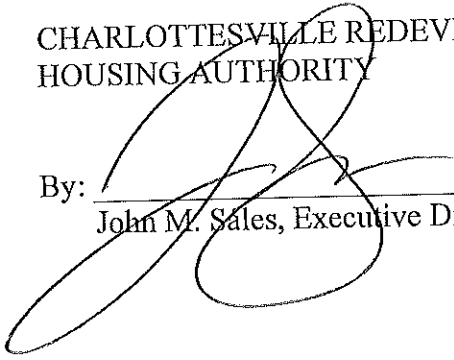
**SECTION 2:** All other terms and conditions of the Option Agreement shall remain in full force and effect.

This Extension of Option Agreement is executed as of the day and year appearing above.

LANDLORD:

CHARLOTTESVILLE REDEVELOPMENT AND  
HOUSING AUTHORITY

Date: 2/25/2022

By:   
John M. Sales, Executive Director

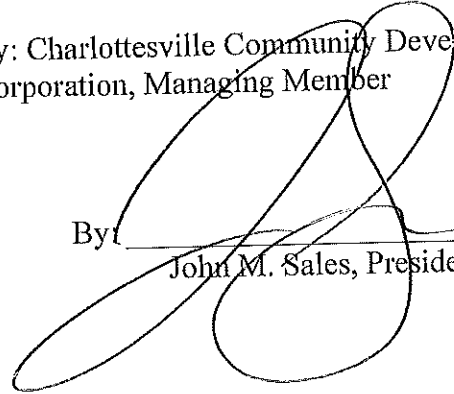
TENANT:

SOUTH FIRST PHASE TWO, LLC

By: South First Phase Two Management, LLC, Managing  
Member

By: Charlottesville Community Development  
Corporation, Managing Member

Date: 2/25/2022

By:   
John M. Sales, President

# City of Charlottesville, Virginia

900-1000 1ST ST S

Base Information			
Parcel Number:	260115000	Current Owner:	CHARLOTTESVILLE REDEVELOPMENT & HOUSING AUTHORITY
State Code:	7.3 Exempt Local	Attention:	No Data
Tax Type:	Exempt	Owner Address:	PO BOX 1405
Zone:	MLTP	Owner City State:	CHARLOTTESVILLE VA
Acreage:	7.9380	Owner Zip Code:	22902
Legal:	PARCEL A		

Additional Data	
Elementary School Zone:	260115000
Voting Precinct:	7.3 Exempt Local
Neighborhood:	Exempt
Stormwater Utility Information	
Impervious Area:	231
Billing Units:	115,222 sq. ft.
Projected Stormwater Utility Annual Fee:	\$3,326.40

Commercial Details



### Commercial Details

<b>Use Code:</b>	Apartments over 20 units
<b>Year Built:</b>	1980
<b>Gross Area:</b>	64430
<b>Story Height:</b>	10.00
<b>No. of Stories:</b>	2.00

### Additions

Type	Description:	Area:	Year Built:
Addition	First Floor	64430	No Data

### Ownership History

Date of Sale	Sale Price	Owner Name	Book
6/21/2021	\$0.00	CHARLOTTESVILLE REDEVELOPMENT & HOUSING AUTHORITY	2021:3075
3/12/2020	\$0.00	CHARLOTTESVILLE REDEVELOPMENT & HOUSING AUTHORITY	2020:0945
3/12/2020	\$0.00	CHARLOTTESVILLE REDEVELOPMENT & HOUSING AUTHORITY	2020:0941
3/14/2019	\$0.00	CHARLOTTESVILLE REDEVELOPMENT & HOUSING AUTHORITY	2019:0770
5/9/2017	\$0.00	CHARLOTTESVILLE REDEVELOPMENT & HOUSING AUTHORITY	2017:1738
3/20/1969	\$31,300.00	CHARLOTTESVILLE REDEVELOPMENT & HOUSING AUTHORITY	306:254


### Assessment History

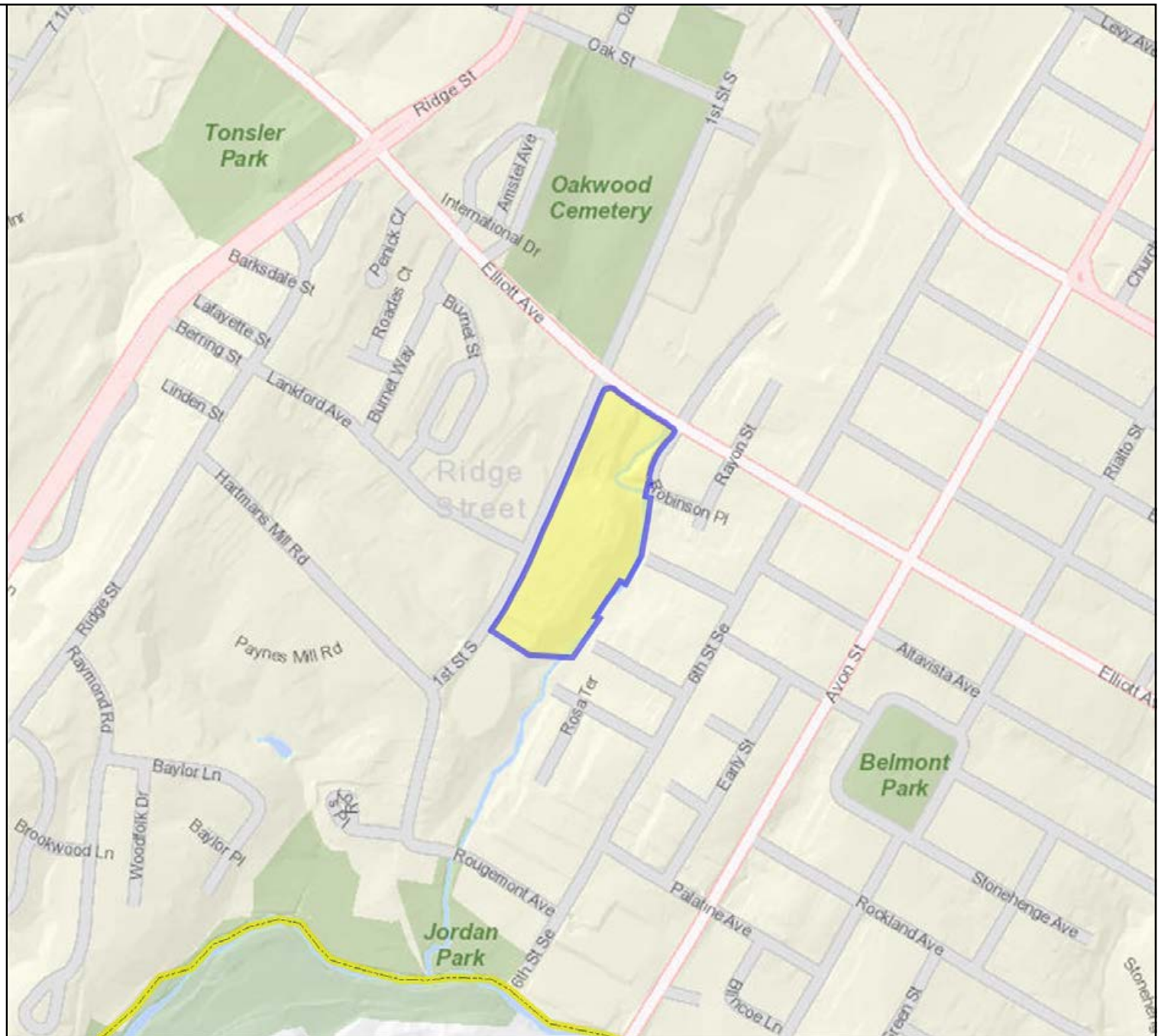
Year	Land Value	Improvement Value	Total Value
2022	\$2,918,300.00	\$3,615,000.00	\$6,533,300.00
2021	\$2,918,300.00	\$3,363,700.00	\$6,282,000.00
2020	\$2,918,300.00	\$3,180,800.00	\$6,099,100.00
2019	\$2,918,300.00	\$2,711,600.00	\$5,629,900.00
2018	\$3,976,300.00	\$1,620,500.00	\$5,596,800.00
2017	\$3,948,800.00	\$2,200,400.00	\$6,149,200.00
2016	\$3,377,800.00	\$2,278,800.00	\$5,656,600.00
2015	\$3,070,700.00	\$2,071,600.00	\$5,142,300.00
2014	\$3,070,700.00	\$2,071,600.00	\$5,142,300.00
2013	\$3,070,700.00	\$2,071,600.00	\$5,142,300.00
2012	\$3,070,700.00	\$2,071,600.00	\$5,142,300.00

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as City of Charlottesville expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

2011	\$3,070,700.00	\$2,071,600.00	\$5,142,300.00
2010	\$3,070,700.00	\$2,071,600.00	\$5,142,300.00
2009	\$3,070,700.00	\$2,071,600.00	\$5,142,300.00
2008	\$2,670,200.00	\$1,801,400.00	\$4,471,600.00
2007	\$2,670,200.00	\$1,801,400.00	\$4,471,600.00
2006	\$2,670,200.00	\$1,801,400.00	\$4,471,600.00
2005	\$1,132,200.00	\$1,637,600.00	\$2,769,800.00
2004	\$1,068,100.00	\$1,544,900.00	\$2,613,000.00
2003	\$1,068,100.00	\$1,544,900.00	\$2,613,000.00
2002	\$801,100.00	\$1,646,900.00	\$2,448,000.00
2001	\$801,100.00	\$1,646,900.00	\$2,448,000.00
2000	\$801,100.00	\$1,646,900.00	\$2,448,000.00
1999	\$534,000.00	\$1,328,300.00	\$1,862,300.00
1998	\$534,000.00	\$1,328,300.00	\$1,862,300.00
1997	\$534,000.00	\$1,328,300.00	\$1,862,300.00

## Legend

 City Limits



Feet  
0 200 400 600 800

**Title: Parcels**

**Date: 2/28/2022**

*DISCLAIMER: The City makes no warranties, expressed or implied, concerning the accuracy, completeness or suitability of this data, and it should not be construed or used as a legal description. The information displayed is a compilation of records, information, and data obtained from various sources, and the City is not responsible for its accuracy or how current it may be. Every reasonable effort is made to ensure the accuracy and completeness of the data. Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification or construction of improvements to real property or for flood plain determination.*



**EXHIBIT D**  
**TITLE REPORT**

41880229\_1

# **Tab F:**

RESNET Rater Certification (MANDATORY)



## Appendix F

### RESNET Rater Certification of Development Plans

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

XX

##### **New Construction** - EnergyStar Certification

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

##### **Rehabilitation** -30% performance increase over existing, based on HERS Index

**Or** Must evidence a HERS Index of 80 or better

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

##### **Adaptive Reuse** - Must evidence a HERS Index of 95 or better.

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

#### Additional Optional Certifications

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

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

TRUE

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

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

Signed: \_\_\_\_\_

Date: 3/6/22

Printed Name: John C. Semmelhack

RESNET Rater

Resnet Provider Agency

Viridiant

Signature

Provider Contact and Phone/Email

Sean Shanley, 804-212-1934, sean.shanley@viridiant.org





# ENERGY STAR® CERTIFIED NEW CONSTRUCTION

**Builder/Developer:**

**Permit Date/Number:**

**Home/Unit Address:** SFS2 - TYPICAL C UNIT (MIDDLE),  
Charlottesville, VA 22902

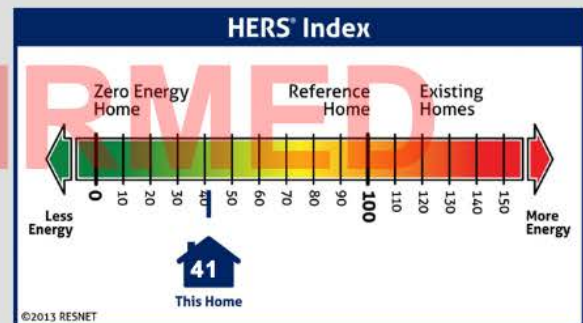
**Rating Company:** The Comfort Squad LLC

**Rater ID Number:** 4837591

**Rating Date:**

**Oversight By:** RESNET

**Program/Version Number:** 3.0



This value is not intended to be used for code compliance.

## Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

### Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.

**Air Infiltration Test:** 0.3 CFM50 / s.f. Shell Area

**Primary Insulation Levels:**

**Ceiling:** R-55      **Floor:** N/A  
**Wall:** R-27      **Slab:** R-9

**Primary Window Efficiency:**

**U-Value:** 0.18      **SHGC:** 0.36



### Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.

Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.



### Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.

**Total Duct Leakage:**      **Duct Leakage to Outdoors:**  
**169.2 CFM @ 25Pa (Post20 CFM @ 25Pa (0.95 / 100 ft<sup>2</sup>**

**Construction)**  
**Primary Heating (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 12.1 HSPF**

**Primary Cooling (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 18 SEER**

**Whole-House Ventilation Type (System Type):**

**Balanced**



### Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.

**Energy Efficient Lighting:** 100%

**ENERGY STAR Certified Appliances and Fans:**

**Refrigerators:** 1      **Dishwashers:** 1  
**Ceiling Fans:** 0      **Exhaust Fans:** 0

**Primary Water Heater (System Type • Fuel Type • Efficiency):**

**Residential Water Heater • Electric • 3.87 Energy Factor**



#### About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

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YOUR HOME WAS DESIGNED, ENGINEERED,  
AND CONSTRUCTED IN CONFORMANCE TO  
U.S DEPARTMENT OF ENERGY (DOE)  
GUIDELINES FOR EXTRAORDINARY LEVELS  
OF EXCELLENCE AND QUALITY.

**ZERO**  
ENERGY READY HOME  
U.S. DEPARTMENT OF ENERGY

**UNCONFIRMED**

**Address:**

SFS2 - TYPICAL C UNIT (MIDDLE),  
Charlottesville, VA 22902

**Builder:**

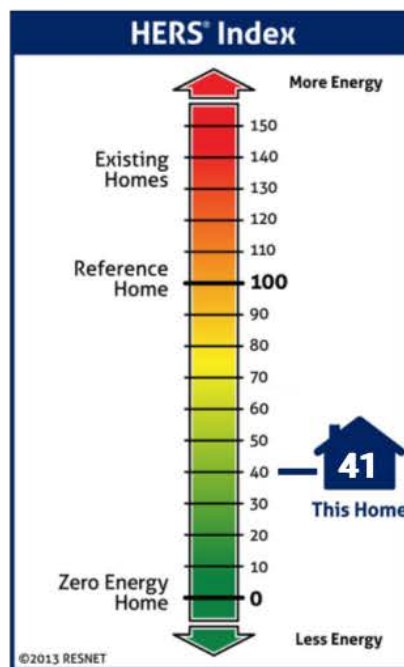
**Inspector:** The Comfort Squad LLC

**Date:**

**HERS Score:** 41

**ZERH Target Score:** 56

THIS HOME MEETS OR EXCEEDS THE MINIMUM  
CRITERIA FOR THE FOLLOWING:  
ENERGY STAR V3.1  
ENERGY STAR V3



SAM RASHKIN, CHIEF ARCHITECT  
BUILDING TECHNOLOGIES  
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.3.2847

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# ENERGY STAR® CERTIFIED NEW CONSTRUCTION

**Builder/Developer:**

**Permit Date/Number:**

**Home/Unit Address:** SFS2 - TYPICAL BB UNIT,  
Charlottesville, VA 22902

**Rating Company:** The Comfort Squad LLC

**Rater ID Number:** 4837591

**Rating Date:**

**Oversight By:** RESNET

**Program/Version Number:** 3.0



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### Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



**Air Infiltration Test:** 0.3 CFM50 / s.f. Shell Area

**Primary Insulation Levels:**

**Ceiling:** R-55      **Floor:** N/A  
**Wall:** R-27      **Slab:** R-9

**Primary Window Efficiency:**

**U-Value:** 0.18      **SHGC:** 0.36

### Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

### Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



**Total Duct Leakage:**      **Duct Leakage to Outdoors:**  
**136.64 CFM @ 25Pa (Pos)** **20 CFM @ 25Pa (1.17 / 100 ft²)**

**Construction)**  
**Primary Heating (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 12.1 HSPF**

**Primary Cooling (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 18 SEER**

**Whole-House Ventilation Type (System Type):**

**Balanced**

### Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



**Energy Efficient Lighting:** 100%

**ENERGY STAR Certified Appliances and Fans:**

**Refrigerators:** 1      **Dishwashers:** 1  
**Ceiling Fans:** 0      **Exhaust Fans:** 0

**Primary Water Heater (System Type • Fuel Type • Efficiency):**

**Residential Water Heater • Electric • 3.87 Energy Factor**

#### About this certificate

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OF EXCELLENCE AND QUALITY.

**ZERO**  
ENERGY READY HOME  
U.S. DEPARTMENT OF ENERGY

**UNCONFIRMED**

**Address:**

SFS2 - TYPICAL BB UNIT, Charlottesville, VA  
22902

**Builder:**

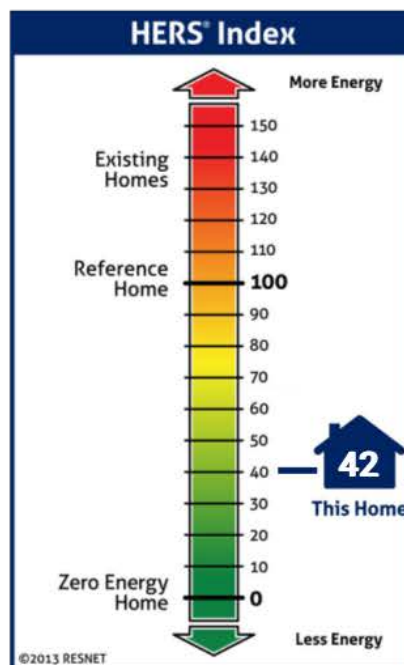
**Inspector:** The Comfort Squad LLC

**Date:**

**HERS Score:** 42

**ZERH Target Score:** 56

THIS HOME MEETS OR EXCEEDS THE MINIMUM  
CRITERIA FOR THE FOLLOWING:  
ENERGY STAR V3.1  
ENERGY STAR V3



SAM RASHKIN, CHIEF ARCHITECT  
BUILDING TECHNOLOGIES  
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.3.2847

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# ENERGY STAR® CERTIFIED NEW CONSTRUCTION

**Builder/Developer:**

**Permit Date/Number:**

**Home/Unit Address:** SFS2 - TYPICAL B UNIT,  
Charlottesville, VA 22902

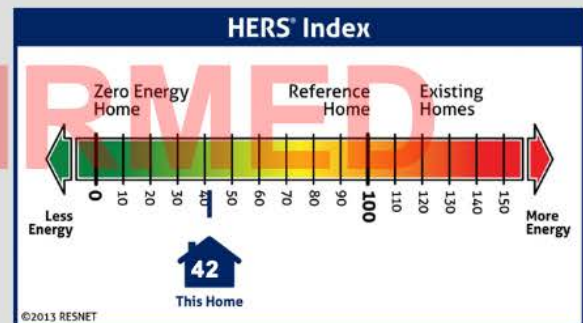
**Rating Company:** The Comfort Squad LLC

**Rater ID Number:** 4837591

**Rating Date:**

**Oversight By:** RESNET

**Program/Version Number:** 3.0



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### Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.

**Air Infiltration Test:** 0.3 CFM50 / s.f. Shell Area

**Primary Insulation Levels:**

**Ceiling:** R-55      **Floor:** N/A  
**Wall:** R-27      **Slab:** R-9

**Primary Window Efficiency:**

**U-Value:** 0.18      **SHGC:** 0.36



### Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.

Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.



### Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.

**Total Duct Leakage:**      **Duct Leakage to Outdoors:**  
**127.76 CFM @ 25Pa (Pos)** **20 CFM @ 25Pa (1.25 / 100 ft²)**

**Construction)**  
**Primary Heating (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 12.1 HSPF**

**Primary Cooling (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 18 SEER**

**Whole-House Ventilation Type (System Type):**

**Balanced**



### Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.

**Energy Efficient Lighting:** 100%

**ENERGY STAR Certified Appliances and Fans:**

**Refrigerators:** 1      **Dishwashers:** 1  
**Ceiling Fans:** 0      **Exhaust Fans:** 0

**Primary Water Heater (System Type • Fuel Type • Efficiency):**

**Residential Water Heater • Electric • 3.87 Energy Factor**



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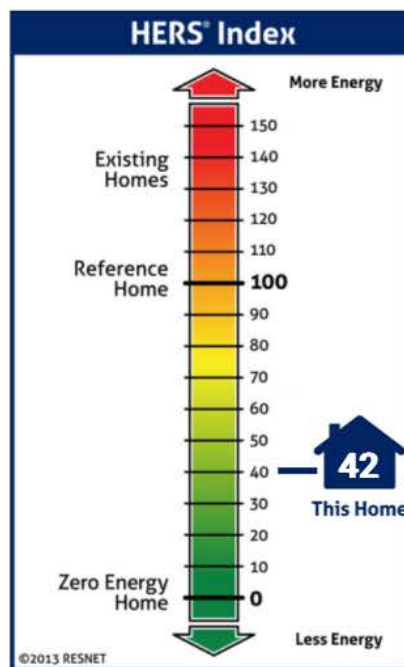
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**Date:**

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**ZERH Target Score:** 56

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CRITERIA FOR THE FOLLOWING:  
ENERGY STAR V3.1  
ENERGY STAR V3



SAM RASHKIN, CHIEF ARCHITECT  
BUILDING TECHNOLOGIES  
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.3.2847

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**Builder/Developer:**

**Permit Date/Number:**

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Charlottesville, VA 22902

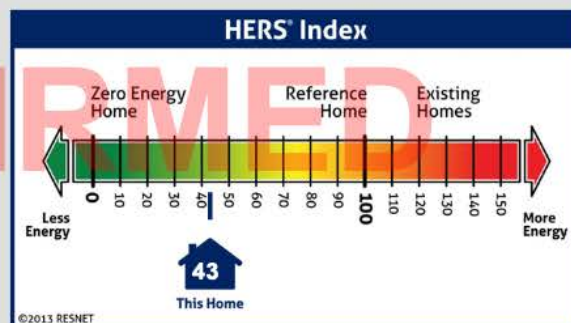
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**Primary Insulation Levels:**

**Ceiling:** R-55      **Floor:** N/A  
**Wall:** R-27      **Slab:** R-9

**Primary Window Efficiency:**

**U-Value:** 0.18      **SHGC:** 0.36



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Management of moisture levels in building materials during construction.



### Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.

**Total Duct Leakage:**      **Duct Leakage to Outdoors:**  
**104.16 CFM @ 25Pa (Pos)** **20 CFM @ 25Pa (1.54 / 100 ft²)**

**Construction)**  
**Primary Heating (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 12.1 HSPF**

**Primary Cooling (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 18 SEER**

**Whole-House Ventilation Type (System Type):**

**Balanced**



### Energy Efficient Lighting and Appliances

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**Energy Efficient Lighting:** 100%

**ENERGY STAR Certified Appliances and Fans:**

**Refrigerators:** 1      **Dishwashers:** 1  
**Ceiling Fans:** 0      **Exhaust Fans:** 0

**Primary Water Heater (System Type • Fuel Type • Efficiency):**

**Residential Water Heater • Electric • 3.87 Energy Factor**



#### About this certificate

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ENERGY READY HOME  
U.S. DEPARTMENT OF ENERGY

YOUR HOME WAS DESIGNED, ENGINEERED,  
AND CONSTRUCTED IN CONFORMANCE TO  
U.S DEPARTMENT OF ENERGY (DOE)  
GUIDELINES FOR EXTRAORDINARY LEVELS  
OF EXCELLENCE AND QUALITY.

**UNCONFIRMED**

**Address:**

SFS2 - TYPICAL A UNIT (MIDDLE),  
Charlottesville, VA 22902

**Builder:**

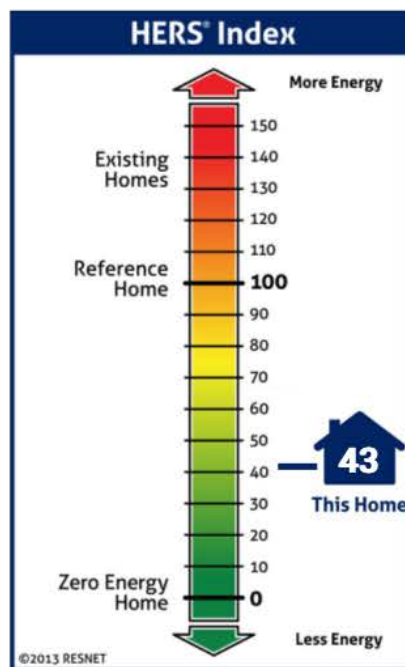
**Inspector:** The Comfort Squad LLC

**Date:**

**HERS Score:** 43

**ZERH Target Score:** 56

THIS HOME MEETS OR EXCEEDS THE MINIMUM  
CRITERIA FOR THE FOLLOWING:  
ENERGY STAR V3.1  
ENERGY STAR V3



SAM RASHKIN, CHIEF ARCHITECT  
BUILDING TECHNOLOGIES  
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.3.2847

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# ENERGY STAR® CERTIFIED NEW CONSTRUCTION

**Builder/Developer:**

**Permit Date/Number:**

**Home/Unit Address:** SFS2 - L 1-BED, Charlottesville, VA  
22902

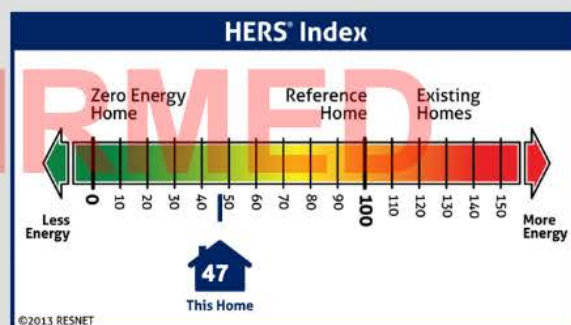
**Rating Company:** The Comfort Squad LLC

**Rater ID Number:** 4837591

**Rating Date:**

**Oversight By:** RESNET

**Program/Version Number:** Multifamily V1



This value is not intended to be used for code compliance.

## Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

### Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.

**Air Infiltration Test:** 0.3 CFM50 / s.f. Shell Area

**Primary Insulation Levels:**

**Ceiling:** R-19 **Floor:** R-19  
**Wall:** R-27 **Slab:** N/A

**Primary Window Efficiency:**

**U-Value:** 0.18 **SHGC:** 0.36



### Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.

Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.



### Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.

**Total Duct Leakage:** Duct Leakage to Outdoors:  
41.84 CFM @ 25Pa (Post20 CFM @ 25Pa (3.82 / 100 ft<sup>2</sup>)

**Construction)**  
**Primary Heating (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 12.1 HSPF**

**Primary Cooling (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 18 SEER**

**Whole-House Ventilation Type (System Type):**

**Balanced**



### Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.

**Energy Efficient Lighting:** 100%

**ENERGY STAR Certified Appliances and Fans:**

**Refrigerators:** 1 **Dishwashers:** 1  
**Ceiling Fans:** 0 **Exhaust Fans:** 0

**Primary Water Heater (System Type • Fuel Type • Efficiency):**

**Residential Water Heater • Electric • 3.87 Energy Factor**



#### About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

to earn the ENERGY STAR using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.



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OF EXCELLENCE AND QUALITY.

**ZERO**  
ENERGY READY HOME  
U.S. DEPARTMENT OF ENERGY

**UNCONFIRMED**

**Address:**

SFS2 - L 1-BED, Charlottesville, VA 22902

**Builder:**

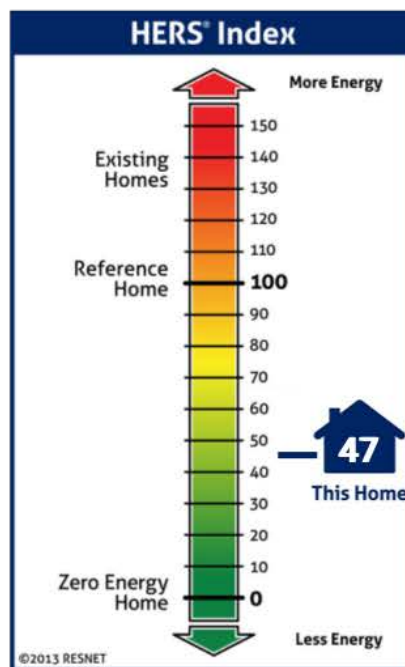
**Inspector:** The Comfort Squad LLC

**Date:**

**HERS Score:** 47

**ZERH Target Score:** 51

THIS HOME MEETS OR EXCEEDS THE MINIMUM  
CRITERIA FOR THE FOLLOWING:  
ENERGY STAR MF V1.1  
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT  
BUILDING TECHNOLOGIES  
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.4.2847

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# ENERGY STAR® CERTIFIED NEW CONSTRUCTION

**Builder/Developer:**

**Permit Date/Number:**

**Home/Unit Address:** SFS2 - K1 TYPICAL, Charlottesville, VA  
22902

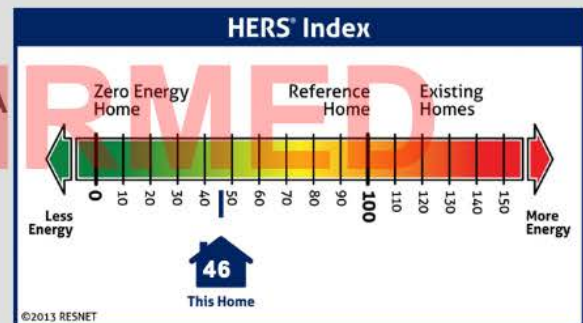
**Rating Company:** The Comfort Squad LLC

**Rater ID Number:** 4837591

**Rating Date:**

**Oversight By:** RESNET

**Program/Version Number:** Multifamily V1



This value is not intended to be used for code compliance.

## Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

### Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.

**Air Infiltration Test:** 0.3 CFM50 / s.f. Shell Area

**Primary Insulation Levels:**

**Ceiling:** R-19 **Floor:** N/A  
**Wall:** R-27 **Slab:** R-9

**Primary Window Efficiency:**

**U-Value:** 0.18 **SHGC:** 0.36



### Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.

Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.



### Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.

**Total Duct Leakage:** Duct Leakage to Outdoors:  
98.64 CFM @ 25Pa (Post20 CFM @ 25Pa (1.62 / 100 ft<sup>2</sup>)

**Construction)**  
**Primary Heating (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 10.4 HSPF**

**Primary Cooling (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 18.4 SEER**

**Whole-House Ventilation Type (System Type):**

**Balanced**



### Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.

**Energy Efficient Lighting:** 100%

**ENERGY STAR Certified Appliances and Fans:**

**Refrigerators:** 1 **Dishwashers:** 1  
**Ceiling Fans:** 0 **Exhaust Fans:** 0

**Primary Water Heater (System Type • Fuel Type • Efficiency):**

**Residential Water Heater • Electric • 3.87 Energy Factor**



#### About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

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to earn the ENERGY STAR using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.



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OF EXCELLENCE AND QUALITY.

**ZERO**  
ENERGY READY HOME  
U.S. DEPARTMENT OF ENERGY

**UNCONFIRMED**

**Address:**

SFS2 - K1 TYPICAL, Charlottesville, VA 22902

**Builder:**

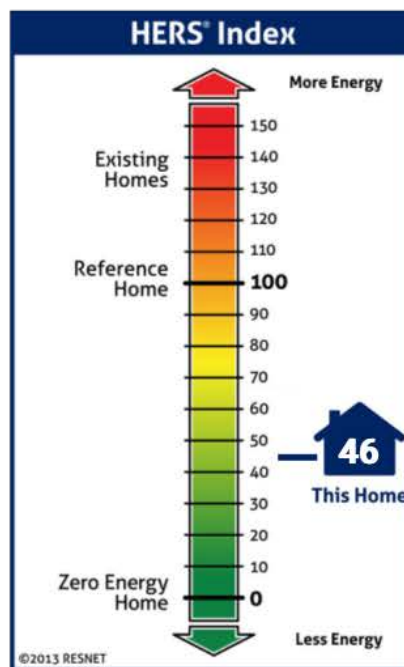
**Inspector:** The Comfort Squad LLC

**Date:**

**HERS Score:** 46

**ZERH Target Score:** 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM  
CRITERIA FOR THE FOLLOWING:  
ENERGY STAR MF V1.1  
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT  
BUILDING TECHNOLOGIES  
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.3.2847

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# ENERGY STAR® CERTIFIED NEW CONSTRUCTION

**Builder/Developer:**

**Permit Date/Number:**

**Home/Unit Address:** SFS2 - H1/H2 TYPICAL, , VA 22902

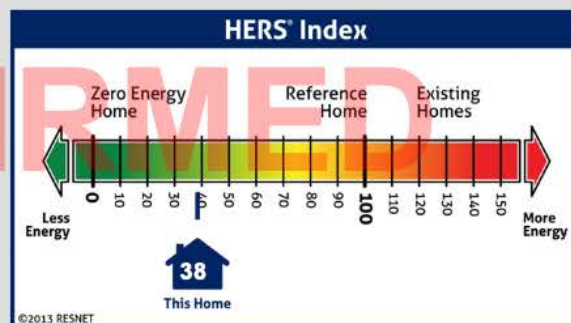
**Rating Company:** The Comfort Squad LLC

**Rater ID Number:** 4837591

**Rating Date:**

**Oversight By:** RESNET

**Program/Version Number:** 3.0



This value is not intended to be used for code compliance.

## Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

### Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.

**Air Infiltration Test:** 0.3 CFM50 / s.f. Shell Area

**Primary Insulation Levels:**

**Ceiling:** R-55 **Floor:** N/A  
**Wall:** R-27 **Slab:** R-9

**Primary Window Efficiency:**

**U-Value:** 0.18 **SHGC:** 0.36



### Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.

Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.



### Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.

**Total Duct Leakage:** Duct Leakage to Outdoors:  
45.68 CFM @ 25Pa (Post20 CFM @ 25Pa (3.5 / 100 ft<sup>2</sup>)

**Construction)**  
**Primary Heating (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 12.1 HSPF**

**Primary Cooling (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 18 SEER**

**Whole-House Ventilation Type (System Type):**

**Balanced**



### Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.

**Energy Efficient Lighting:** 100%

**ENERGY STAR Certified Appliances and Fans:**

**Refrigerators:** 0 **Dishwashers:** 0  
**Ceiling Fans:** 0 **Exhaust Fans:** 0

**Primary Water Heater (System Type • Fuel Type • Efficiency):**

**Residential Water Heater • Electric • 3.87 Energy Factor**



#### About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

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OF EXCELLENCE AND QUALITY.

**ZERO**  
ENERGY READY HOME  
U.S. DEPARTMENT OF ENERGY

**UNCONFIRMED**

**Address:** SFS2 - H1/H2 TYPICAL, , VA 22902

**Builder:**

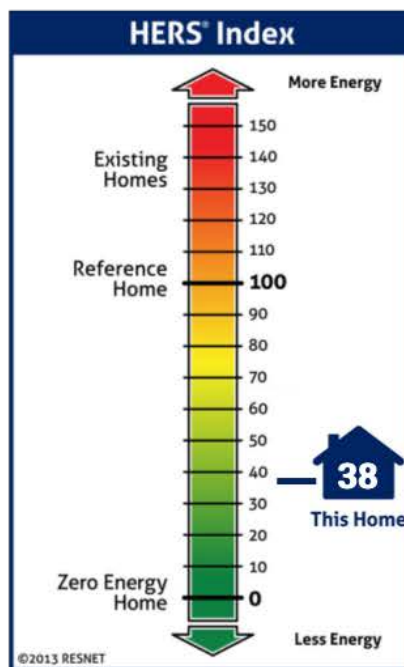
**Inspector:** The Comfort Squad LLC

**Date:**

**HERS Score:** 38

**ZERH Target Score:** 52

THIS HOME MEETS OR EXCEEDS THE MINIMUM  
CRITERIA FOR THE FOLLOWING:  
ENERGY STAR V3.1  
ENERGY STAR V3



SAM RASHKIN, CHIEF ARCHITECT  
BUILDING TECHNOLOGIES  
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.3.2847

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# ENERGY STAR® CERTIFIED NEW CONSTRUCTION

**Builder/Developer:**

**Permit Date/Number:**

**Home/Unit Address:** SFS2 - G1 TYPICAL, Charlottesville, VA  
22902

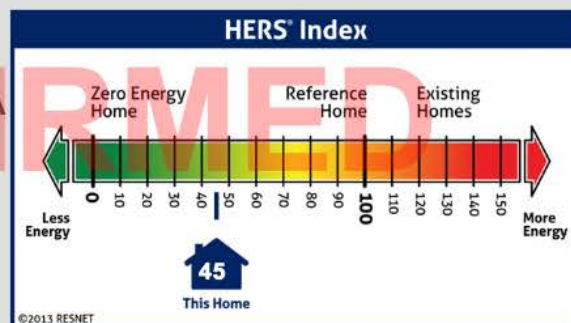
**Rating Company:** The Comfort Squad LLC

**Rater ID Number:** 4837591

**Rating Date:**

**Oversight By:** RESNET

**Program/Version Number:** Multifamily V1



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## Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

### Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.

**Air Infiltration Test:** 0.3 CFM50 / s.f. Shell Area

**Primary Insulation Levels:**

**Ceiling:** R-19      **Floor:** N/A  
**Wall:** R-27      **Slab:** R-9

**Primary Window Efficiency:**

**U-Value:** 0.18      **SHGC:** 0.36



### Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.

Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.



### Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.

**Total Duct Leakage:**      **Duct Leakage to Outdoors:**  
**127.76 CFM @ 25Pa (Pos)**      **20 CFM @ 25Pa (1.25 / 100 ft²)**

**Construction)**  
**Primary Heating (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 10.4 HSPF**

**Primary Cooling (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 18.4 SEER**

**Whole-House Ventilation Type (System Type):**

**Balanced**



### Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.

**Energy Efficient Lighting:** 100%

**ENERGY STAR Certified Appliances and Fans:**

**Refrigerators:** 1      **Dishwashers:** 1  
**Ceiling Fans:** 0      **Exhaust Fans:** 0

**Primary Water Heater (System Type • Fuel Type • Efficiency):**

**Residential Water Heater • Electric • 3.87 Energy Factor**



#### About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

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**ZERO**  
ENERGY READY HOME  
U.S. DEPARTMENT OF ENERGY

**UNCONFIRMED**

**Address:**

SFS2 - G1 TYPICAL, Charlottesville, VA 22902

**Builder:**

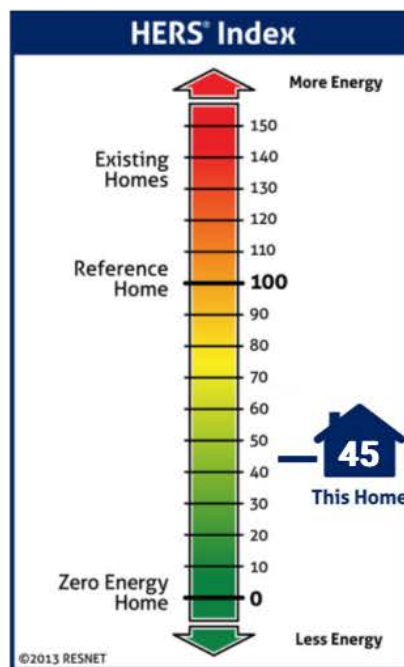
**Inspector:** The Comfort Squad LLC

**Date:**

**HERS Score:** 45

**ZERH Target Score:** 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM  
CRITERIA FOR THE FOLLOWING:  
ENERGY STAR MF V1.1  
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT  
BUILDING TECHNOLOGIES  
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.3.2847

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# ENERGY STAR® CERTIFIED NEW CONSTRUCTION

**Builder/Developer:**

**Permit Date/Number:**

**Home/Unit Address:** SFS2 - F1 TYPICAL, Charlottesville, VA  
22902

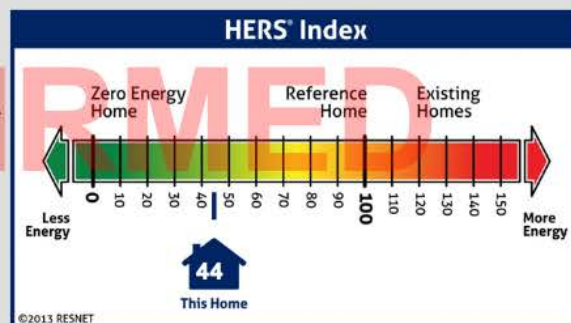
**Rating Company:** The Comfort Squad LLC

**Rater ID Number:** 4837591

**Rating Date:**

**Oversight By:** RESNET

**Program/Version Number:** Multifamily V1



This value is not intended to be used for code compliance.

## Standard Features of ENERGY STAR Certified New Homes and Apartments

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### Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.

**Air Infiltration Test:** 0.3 CFM50 / s.f. Shell Area

**Primary Insulation Levels:**

**Ceiling:** R-19      **Floor:** N/A  
**Wall:** R-27      **Slab:** R-9

**Primary Window Efficiency:**

**U-Value:** 0.18      **SHGC:** 0.36



### Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.

Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.



### Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.

**Total Duct Leakage:**      **Duct Leakage to Outdoors:**  
**115.68 CFM @ 25Pa (Pos20 CFM @ 25Pa (1.38 / 100 ft<sup>2</sup>**

**Construction)**  
**Primary Heating (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 10.4 HSPF**

**Primary Cooling (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 18.4 SEER**

**Whole-House Ventilation Type (System Type):**

**Balanced**



### Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.

**Energy Efficient Lighting:** 100%

**ENERGY STAR Certified Appliances and Fans:**

**Refrigerators:** 1      **Dishwashers:** 1  
**Ceiling Fans:** 0      **Exhaust Fans:** 0

**Primary Water Heater (System Type • Fuel Type • Efficiency):**

**Residential Water Heater • Electric • 3.87 Energy Factor**



#### About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

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OF EXCELLENCE AND QUALITY.

**ZERO**  
ENERGY READY HOME  
U.S. DEPARTMENT OF ENERGY

**UNCONFIRMED**

**Address:**

SFS2 - F1 TYPICAL, Charlottesville, VA 22902

**Builder:**

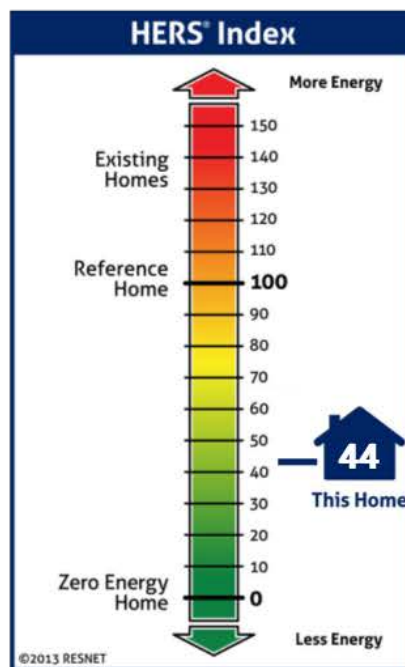
**Inspector:** The Comfort Squad LLC

**Date:**

**HERS Score:** 44

**ZERH Target Score:** 55

THIS HOME MEETS OR EXCEEDS THE MINIMUM  
CRITERIA FOR THE FOLLOWING:  
ENERGY STAR MF V1.1  
ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT  
BUILDING TECHNOLOGIES  
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.3.2847

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# ENERGY STAR® CERTIFIED NEW CONSTRUCTION

**Builder/Developer:**

**Permit Date/Number:**

**Home/Unit Address:** SFS2 - E2, Charlottesville, VA 22902

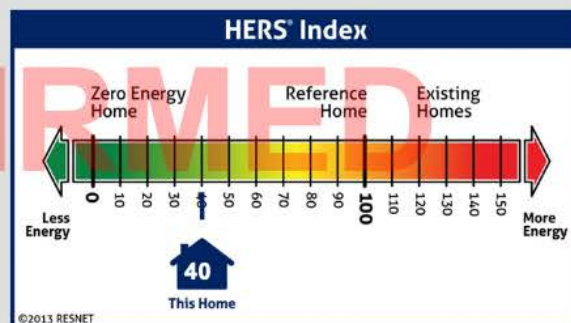
**Rating Company:** The Comfort Squad LLC

**Rater ID Number:** 4837591

**Rating Date:**

**Oversight By:** RESNET

**Program/Version Number:** Multifamily V1



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## Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

### Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.

**Air Infiltration Test:** 0.3 CFM50 / s.f. Shell Area

**Primary Insulation Levels:**

**Ceiling:** R-55      **Floor:** R-19  
**Wall:** R-27      **Slab:** R-9

**Primary Window Efficiency:**

**U-Value:** 0.18      **SHGC:** 0.36



### Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.

Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.



### Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.

**Total Duct Leakage:**      **Duct Leakage to Outdoors:**  
**75.04 CFM @ 25Pa (Post20 CFM @ 25Pa (2.13 / 100 ft<sup>2</sup>**

**Construction)**  
**Primary Heating (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 12.1 HSPF**

**Primary Cooling (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 18 SEER**

**Whole-House Ventilation Type (System Type):**

**Balanced**



### Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.

**Energy Efficient Lighting:** 100%

**ENERGY STAR Certified Appliances and Fans:**

**Refrigerators:** 1      **Dishwashers:** 1  
**Ceiling Fans:** 0      **Exhaust Fans:** 0

**Primary Water Heater (System Type • Fuel Type • Efficiency):**

**Residential Water Heater • Electric • 3.87 Energy Factor**



#### About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

to earn the ENERGY STAR using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.



YOUR HOME WAS DESIGNED, ENGINEERED,  
AND CONSTRUCTED IN CONFORMANCE TO  
U.S DEPARTMENT OF ENERGY (DOE)  
GUIDELINES FOR EXTRAORDINARY LEVELS  
OF EXCELLENCE AND QUALITY.

**ZERO**  
ENERGY READY HOME  
U.S. DEPARTMENT OF ENERGY

**UNCONFIRMED**

**Address:** SFS2 - E2, Charlottesville, VA 22902

**Builder:**

**Inspector:** The Comfort Squad LLC

**Date:**

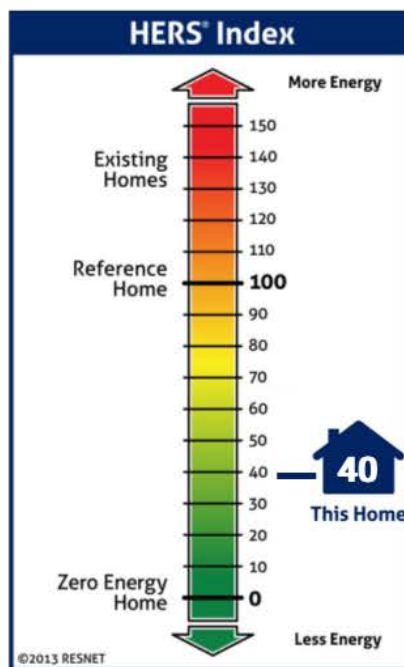
**HERS Score:** 40

**ZERH Target Score:** 54

THIS HOME MEETS OR EXCEEDS THE MINIMUM  
CRITERIA FOR THE FOLLOWING:

ENERGY STAR MF V1.1

ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT  
BUILDING TECHNOLOGIES  
U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.3.2847

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.





# ENERGY STAR® CERTIFIED NEW CONSTRUCTION

**Builder/Developer:**

**Permit Date/Number:**

**Home/Unit Address:** SFS2 - E1, Charlottesville, VA 22902

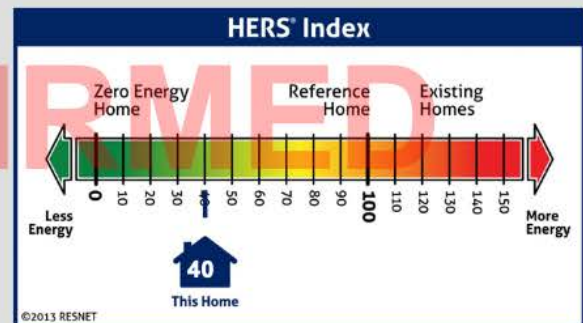
**Rating Company:** The Comfort Squad LLC

**Rater ID Number:** 4837591

**Rating Date:**

**Oversight By:** RESNET

**Program/Version Number:** Multifamily V1



This value is not intended to be used for code compliance.

## Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

### Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.

**Air Infiltration Test:** 0.3 CFM50 / s.f. Shell Area

**Primary Insulation Levels:**

**Ceiling:** R-19 **Floor:** N/A

**Wall:** R-27 **Slab:** R-9

**Primary Window Efficiency:**

**U-Value:** 0.18 **SHGC:** 0.36



### Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.

Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.



### Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.

**Total Duct Leakage:** Duct Leakage to Outdoors:  
68.48 CFM @ 25Pa (Post20 CFM @ 25Pa (2.34 / 100 ft<sup>2</sup>)

**Construction)**  
**Primary Heating (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 12.1 HSPF**

**Primary Cooling (System Type • Fuel Type • Efficiency):**

**Air Source Heat Pump • Electric • 18 SEER**

**Whole-House Ventilation Type (System Type):**

**Balanced**



### Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.

**Energy Efficient Lighting:** 100%

**ENERGY STAR Certified Appliances and Fans:**

**Refrigerators:** 1 **Dishwashers:** 1

**Ceiling Fans:** 0 **Exhaust Fans:** 0

**Primary Water Heater (System Type • Fuel Type • Efficiency):**

**Residential Water Heater • Electric • 3.87 Energy Factor**



#### About this certificate

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approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

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**ZERO**  
ENERGY READY HOME  
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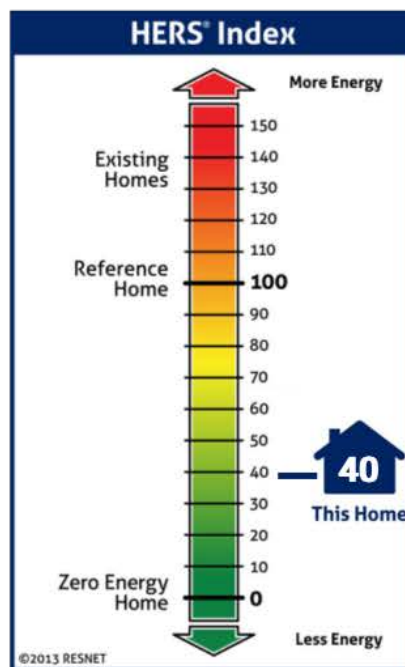
**HERS Score:** 40

**ZERH Target Score:** 53

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CRITERIA FOR THE FOLLOWING:

ENERGY STAR MF V1.1

ENERGY STAR MF V1.0



SAM RASHKIN, CHIEF ARCHITECT  
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U.S. DEPARTMENT OF ENERGY

Ekotrope RATER - Version 3.2.3.2847

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## 2020 ENTERPRISE GREEN COMMUNITIES CRITERIA CHECKLIST

# CRITERIA CHECKLIST

This checklist provides an overview of the technical requirements within the Enterprise Green Communities Criteria. To achieve Enterprise Green Communities Certification, all projects must achieve compliance with the Criteria mandatory measures applicable to that construction type. **New Construction projects must also achieve at least 40 optional points, and Substantial and Moderate Rehab projects must also achieve at least 35 optional points.**

**These projects that also comply with Criterion 5.2b or Criterion 5.4 will be recognized with Enterprise Green Communities Certification Plus.**

YES / NO	OPTIONAL POINTS	
<b>1. INTEGRATIVE DESIGN</b>		
<input type="checkbox"/>		<b>1.1 Integrative Design: Project Priorities Survey</b> Complete the Project Priorities Survey, which can be found in the Appendix.
<input type="checkbox"/>		<b>1.2 Integrative Design: Charrettes and Coordination Meetings</b>  Develop an integrative design process that moves the outputs of the Project Priorities Survey into action through a series of collaborative meetings. Prioritize multi-benefit strategies. Assign responsibility within your design and development teams for accountability.
<input type="checkbox"/>		<b>1.3 Integrative Design: Documentation</b>  Include Enterprise Green Communities Criteria information in your contract documents and construction specifications (Division 1 Section 01 81 13 Sustainable Design Requirements) as necessary for the construction team to understand the requirements and how they will be verified. Ensure, and indicate, that the drawings and specifications have been generated to be compliant and meet the certification goals.
<input type="checkbox"/>		<b>1.4 Integrative Design: Construction Management</b>  Create, implement, and document your contractor/subcontractor education plan to ensure that all persons working on-site fully understand their role in achieving the project objectives. Include a summary of the Project Priorities Survey (Criterion 1.1), the sustainability goals, and anticipated roles of each party in regards to the performance expected of the project. Attach and reference this training plan to Division 1 Section 01 81 13 Sustainable Design Requirements. Include timeline estimates for performance testing and verification schedules in the overall construction schedule. As relevant, review requirements for Criteria 8.1, 8.2, and 8.3, and begin populating these documents with relevant information from design and construction.
<input type="checkbox"/>		<b>1.5 Design for Health and Well-Being: Health Action Plan</b> Follow Steps 1-6 of the Health Action Plan framework per the full criterion. <i>[12 points with extra 3 points for Step 7]</i> This includes: 1) Commit to embedding health into the project lifecycle; 2) Partner with a project health professional; 3) Collect and analyze community health data; 4) Engage with community stakeholders to prioritize health data and strategies; 5) Identify strategies to address those health issues; 6) Create an implementation plan; and 7) Create a monitoring plan.
<input type="checkbox"/>		<b>1.6 Resilient Communities: Multi-Hazard Risk/Vulnerability Assessment</b> Conduct a four-part assessment (social, physical, functional, strategy) to identify critical risk factors of your property and implement at least two sets of strategies to enable the project to adapt to, and mitigate, climate related or seismic risks. See full criterion for more guidance.
<input type="checkbox"/>		<b>1.7 Resilient Communities: Strengthening Cultural Resilience</b> Integrate community and resident participation in the development processes so that the built environment honors cultural identities, resident voices, and community histories. <b>Option 1:</b> Complete a Cultural Resilience Assessment <b>OR</b> <b>Option 2:</b> Convene a Cultural Advisory Group
		<b>CRITERIA 1 SUBTOTAL</b> 4 of 4 Mandatory Criteria 0 Optional Points
<b>2. LOCATION + NEIGHBORHOOD FABRIC</b>		
<input type="checkbox"/>		<b>2.1 Sensitive Site Protection</b>  All projects must: 1. Protect floodplain functions (e.g., storage, habitat, water quality) by limiting new development within the 100-year floodplain of all types of watercourses. 2. Conserve and protect aquatic ecosystems, including wetlands and deepwater habitats, that provide critical ecosystem functions for fish, other wildlife, and people. 3. Protect ecosystem function by avoiding the development of areas that contain habitat for plant and animal species identified as threatened or endangered. 4. Conserve the most productive agricultural soils by protecting prime farmland, unique farmland, and farmland of statewide or local importance. If your site contains any of these ecologically sensitive features, follow the specific Requirements under that subheading.
<input type="checkbox"/>		<b>2.2 Connections to Existing Development and Infrastructure</b> <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town)</i> Locate the project on a site with access to existing roads, water, sewers, and other infrastructure and within or contiguous to (having at least 25% of the perimeter bordering) existing development. Connect the project to the existing pedestrian network. For sites over 5 acres, provide connections to the adjacent street network at least every 800 feet. Tie all planned bike paths to existing bike paths.

Yes		M	<b>2.3 Compact Development</b> <i>(Mandatory for New Construction)</i> At a minimum, build to the residential density (dwelling units/acre) of the census block group where the project is located. In Rural/Tribal/Small Town locations that do not have zoning requirements: Build to a minimum net density of 5 units per acre for single-family houses; 10 units per acre for multifamily buildings, single and two-story; and 15 units per acre for multifamily buildings greater than two-stories.
		5 or 7	<b>2.4 Increased Compact Development</b> Exceed the residential density (dwelling units/acre) of the census block group in which your project is located. Exceed by 2x for <a href="#">[5 points]</a> ; exceed by 3x for <a href="#">[7 points]</a> . In Rural/Tribal/Small Towns that do not have zoning requirements, build to a minimum net density of 7.5 units per acre for single-family houses; 12 units per acre for multifamily buildings, single and two-story; and 20 units per acre for multifamily buildings greater than two stories. <a href="#">[5 points]</a>
Yes		M	<b>2.5 Proximity to Services and Community Resources</b> <i>(Mandatory for New Construction)</i> Locate the project within a 0.5-mile walk distance of at least four, or a 1-mile walk distance of at least seven, of the listed services. For projects that qualify as Rural/Tribal/Small Town, locate the project within 5 miles of at least four of the listed services.
Yes		M	<b>2.6 Preservation of and Access to Open Space for Rural/Tribal/Small Town</b> <i>(Mandatory for New Construction Rural/Tribal/Small Town)</i> <b>Option 1:</b> Locate the project within a 0.25-mile walk distance of dedicated public open space that is a minimum of 0.75 acres; at least 80% of which unpaved. OR <b>Option 2:</b> Set aside a minimum of 10% (minimum of 0.25 acres) of the total project acreage as open and accessible to all residents; at least 80% of which unpaved.
		6 max	<b>2.7 Preservation of and Access to Open Space</b> <b>Option 1:</b> Locate the project within a 0.25-mile walk distance of dedicated open space that is a minimum of 0.75 acres; at least 80% of which unpaved. OR <b>Option 2:</b> Set aside a percentage of permanent open space for use by all residents; at least 80% of which unpaved. 20% <a href="#">[2 points]</a> ; 35% <a href="#">[4 points]</a> ; 45% + written statement of preservation/ conservation policy <a href="#">[6 points]</a> .
Yes		M	<b>2.8 Access to Transit</b> <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town; Optional for all other project types)</i> <b>Mandatory: New Construction, not Rural/Tribal/Small Town</b> Locate projects within a 0.5-mile walk distance of transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service.
		2	<b>Optional: New Construction, not Rural/Tribal/Small Town</b> Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. <a href="#">[2 points]</a>
		2, 6, 8	<b>Optional: Rehabilitation, not Rural/Tribal/Small Town</b> Locate projects within a 0.5-mile walk distance of public transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service. <a href="#">[6 points]</a> Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. <a href="#">[2 points]</a>
		6	<b>Optional: New Construction and Rehabilitation, Rural/Tribal/Small Town</b> Locate the project within 0.5 mile walk distance of public transit services with at least 45 rides per weekday and some weekend service. OR, install at least two charging stations for electric vehicles. OR, Locate the project with 5 miles of one of the following transit options: 1) vehicle share program; 2) dial-a-ride program; 3) employer vanpool; 4) park-and-ride; 5) public/private regional transportation.
		2-8	<b>2.9 Improving Connectivity to the Community</b> Improve access to community amenities through at least one of the options incentivizing biking mobility or improving access to transit.
		5 max	<b>2.10 Passive Solar Heating/Cooling</b> Design and build with passive solar design, orientation, and shading that meet the guidelines specified.
		6	<b>2.11 Adaptive Reuse of Buildings</b> Rehabilitate and adapt an existing structure that was not previously used as housing. Design the project to adapt, renovate, or reuse at least 50% of the existing structure and envelope.
		6	<b>2.12 Access to Fresh, Local Foods</b> Provide residents and staff with access to fresh, local foods through one of the following options: <b>Option 1:</b> Neighborhood Farms and Gardens <b>Option 2:</b> Community-Supported Agriculture <b>Option 3:</b> Proximity to Farmers Market
		8	<b>2.13 Advanced Certification: Site Planning, Design and Management</b> Locate building(s) within a community that is certified in LEED for Neighborhood Development, LEED for Cities and Communities, Living Community Challenge, or SITES.
		6 max	<b>2.14 Local Economic Development and Community Wealth Creation</b>

Yes	2	Demonstrate that local preference for construction employment and subcontractor hiring was part of your bidding process, and how it functioned during construction.
	3	OR
	3	Demonstrate that you achieved at least 20% local employment.
		OR
		Provide physical space for small business, nonprofits, and/or skills and workforce education.
	M	<b>2.15a Access to Broadband: Broadband Ready</b> <i>(Mandatory for New Construction and Substantial Rehab Projects in Rural/Tribal/Small Town Locations)</i> Incorporate broadband infrastructure so that when broadband service comes to a community, the property can be easily connected. Include a network of mini-ducts or conduit throughout the building, extending from the expected communications access point to each network termination point in the building.
	6	<b>2.15b Access to Broadband: Connectivity</b> <i>(Optional for Rural/Tribal/Small Town)</i> Ensure all units and common spaces in the property have broadband internet access with at least a speed of 25/3 mbs.

#### CRITERIA 2 SUBTOTAL

7 of 7 Mandatory Criteria  
0 Optional Points

### 3. SITE IMPROVEMENT

YES / NO	OPTIONAL POINTS	
Yes	M	<b>3.1 Environmental Remediation</b> Determine whether there are any hazardous materials present on the site through one of the four methods listed. Mitigate any contaminants found.
Yes	M	<b>3.2 Minimization of Disturbance during Staging and Construction</b> For sites >1 acre, implement EPA's National Pollutant Discharge Elimination System Stormwater Discharges from Construction Activities guidance, or local requirements, whichever is more stringent. For sites with an area <= 1, follow guidance in full criterion.
Yes	M	<b>3.3 Ecosystem Services/Landscape</b> <i>(Mandatory, if providing landscaping)</i> If providing plantings, all must be native or climate-appropriate (adapted) to the region and appropriate to the site, the soil and microclimate. Do not introduce any invasive plant species. Plant, seed, or xeriscape all disturbed areas.
Yes	M	<b>3.4 Surface Stormwater Management</b> <i>(Mandatory for New Construction; Mandatory for Substantial and Moderate Rehab projects if land disturbed is &gt;= 5,000 sq.ft.)</i> Treat or retain on-site precipitation equivalent to the 60th percentile precipitation event. Where not feasible due to geotechnical issues, soil conditions, or the size of the site, treat or retain the maximum volume possible.
	10 max	<b>3.5 Surface Stormwater Management</b> Through on-site infiltration, evapotranspiration, and rainwater harvesting, retain precipitation volume from 70% precipitation event [6 points], 80% precipitation event [8 points], or 90% precipitation event [10 points].
Yes	M	<b>3.6 Efficient Irrigation and Water Reuse</b> <i>(Mandatory, if permanent irrigation is utilized)</i> If irrigation is utilized, install an efficient irrigation system per the requirements listed.
	4 or 6	<b>3.7 Efficient Irrigation and Water Reuse</b> <i>(Optional, if irrigation is utilized)</i> Meet the requirements of Criterion 3.6 AND: Option 1: Install an efficient irrigation system equipped with a WaterSense labeled weather- based irrigation controller (WBIC) OR Option 2: At least 50% of the site's irrigation satisfied by water use from the sources listed.

#### CRITERIA 3 SUBTOTAL

5 of 5 Mandatory Criteria  
0 Optional Points

### 4. WATER

Yes	M	<b>4.1 Water-Conserving Fixtures</b> Reduce total indoor water consumption by at least 20% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified. For all single-family homes and all dwelling units in buildings three stories or fewer, the supply pressure may not exceed 60 psi.
3	6 max	<b>4.2 Advanced Water Conservation</b>



					Reduce total indoor water consumption by at least 30% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified.
Yes		M, 3			
		M			
		8			
	4	4			
	4	4			
		6 max			
		8			
CRITERIA 4 SUBTOTAL					
2 of 2 Mandatory Criteria					
11 Optional Points					
YES / NO OPTIONAL POINTS					
Yes		M			
Yes		M			
	12	12 max			
		12-15			
	3	3-6			
4.3 Water Quality					
<b>Mandatory/Optional:</b> Mandatory for Substantial Rehabs of buildings built before 1986; Optional for all other building types: Replace lead service lines [3 points]					
<b>Mandatory:</b> For multifamily buildings with either a cooling tower, a centralized hot water system, or 10+ stories: Develop a Legionella water management program					
<b>Optional:</b> Test and remediate as indicated for lead, nitrates, arsenic, and coliform bacteria					
4.4 Monitoring Water Consumption and Leaks					
Conduct pressure-loss tests and visual inspections to determine if there are leaks; fix leaks. AND Install an advanced water monitoring and leak detection system capable of identifying and shutting water off during anomalous water events. OR Install a device to separately monitor water consumption of each cold branch off the apartment line riser for each dwelling unit or each cold water riser and the domestic hot water cold water feed for each building or each toilet that allows remote monitor readings; common laundry facilities; boiler makeup water; outdoor water consumption; and water consumption in any non-residential space.					
4.5 Efficient Plumbing Layout and Design					
Store no more than 0.5 gallon of water in any piping/manifold between the fixture and the water heating source or recirculation line. No more than 0.6 gallon of water shall be collected from the fixture before a 10-degree Fahrenheit rise in temperature is observed. Recirculation systems must be demand-initiated.					
4.6 Non-Potable Water Reuse					
Harvest, treat, and reuse rainwater and/or greywater to meet a portion of the project's non-potable water needs: 10% reuse [3 points]; 20% reuse [4 points]; 30% reuse [5 points]; 40% reuse [6 points].					
4.7 Access to Potable Water During Emergencies					
Provide residents with ready access to potable water in the event of an emergency that disrupts normal access to potable water, including disruptions related to power outages that prevent pumping water to upper floors of multifamily buildings or pumping of water from on-site wells, per one of the three options listed.					
5. OPERATING ENERGY					
5.1a Building Performance Standard					
(Mandatory for New Construction) Certify all buildings with residential units in the project through either ENERGY STAR Multifamily New Construction, ENERGY STAR Manufactured Homes, and/or ENERGY STAR Certified Homes as relevant. AND Provide projected operating energy use intensity and projected operating building emissions intensity.					
5.1b Building Performance Standard					
(Mandatory for Rehab)  Provide projected operating energy use intensity and projected operating building emissions intensity. AND Conduct commissioning for compartmentalization, insulation installation, and HVAC systems as indicated. AND one of the following options: - ERI Option: <= HERS 80 for each dwelling unit. Exception for some Rehabs built before 1980. - ASHRAE Option: Energy performance of the completed building equivalent to, or better than, ASHRAE 90.1-2013 using an energy model created by a qualified energy services provider according to Appendix G 90.1-2016.					
5.2a Moving to Zero Energy: Additional Reductions in Energy Use					
(Not available for projects using prescriptive path for Criterion 5.1a or for projects following Criterion 5.2b or 5.4.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Design and construct a building that is projected to be more efficient than what is required by Criteria 5.1a/b. Achieve HERS score of 5 lower than required by 5.1a/b if following ERI path for compliance OR 5% greater efficiency than required if following ASHRAE path for 5.1a/b compliance [5 points]. Additional 1 point for each additional 2-point decrease in HERS score required by Criteria 5.1a/b if following ERI path for compliance OR for 1% greater efficiency if following ASHRAE path for Criteria 5.1a/b, up to a maximum of 12 optional points.					
5.2b Moving to Zero Energy: Near Zero Certification					
[Mandatory for Enterprise Green Communities Certification Plus] (Not available for projects following Criterion 5.2a or 5.4.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Certify the project in a program that requires advanced levels of building envelope performance such as DOE ZERH [12 points] and/or PHI Classic or PHUUS+ [15 points].					
5.3a Moving to Zero Energy: Photovoltaic/Solar Hot Water Ready					



				(Not available for projects following Criterion 5.3b or 5.4.) Orient, design, engineer, wire, and/or plumb the development through the Photovoltaic Ready pathway or Solar Hot Water Ready Pathway to accommodate installation of photovoltaic (PV) or solar hot water system in the future.
		8 max		5.3b Moving to Zero Energy: Renewable Energy
		4-8		(Not available for projects following Criterion 5.3a or 5.4) Install renewable energy source to provide a specified percentage of the project's estimated source energy demand. See full criterion for allowable sources.
		1-5		Option 1: For percentage of total project energy consumption provided by renewable energy. OR
		24		Option 2: For percentage of common area meter energy consumption provided by renewable energy.
				5.4 Achieving Zero Energy
				[Automatic Qualification for Enterprise Green Communities Certification Plus] (Not available for projects following Criterion 5.2a, 5.2b, 5.3a, or 5.3b.) Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Achieve Zero Energy performance through one of the following options:
				Option 1: Certify each building in the project to DOE Zero Energy Ready Home program or PHI Plus AND Either install renewables and/or procure renewable energy, which in sum will produce as much, or more, energy in a given year than the project is modeled to consume. OR
				Option 2: Certify each building in the project in a program that requires zero energy performance such as PHIUS+ Source Zero, PHI Plus, PHI Premium, ILFI, Zéro Energy Petal, Zero Carbon Petal, or Living Building Certification.
		5 max		5.5a Moving to Zero Carbon: All-Electric Ready
				(Not available for projects following Criterion 5.5b) Ensure the project has adequate electric service and has been designed and wired to allow for a seamless switch to electricity as a fuel source in the future for the following uses: space heating [1 point], space cooling [1 point], water heating (DHW) [1 point], clothes dryers [1 point], equipment for cooking [1 point].
	15	15		5.5b Moving to Zero Carbon: All Electric
				(Not available for projects following Criterion 5.5a) No combustion equipment used as part of the building project; the project is all-electric.
Yes		M		5.6 Sizing of Heating and Cooling Equipment
				(Mandatory for Substantial and Moderate Rehabs that include replacement of heating and cooling equipment. Not relevant for projects following 5.1a, 5.2b, or 5.4.) Size and select heating and cooling equipment in accordance with ACCA manuals J and S OR in accordance with the ASHRAE Handbook of Fundamentals
Yes		M		5.7 ENERGY STAR Appliances
				(Mandatory for Substantial and Moderate Rehabs providing appliances. Not relevant for projects following 5.1a, 5.2b, or 5.4.) Install ENERGY STAR clothes washers, dishwashers, and refrigerators. If appliances will not be installed or replaced at this time, specify that at the time of installation or replacement, ENERGY STAR models must be used via Criterion 8.1 and Criterion 8.4.
Yes		M		5.8 Lighting
				(Mandatory for all lighting within New Construction and Substantial Rehab projects. Mandatory for new lighting in Moderate Rehab projects.) Follow the guidance for high-efficacy permanently installed lighting and other characteristics for recessed light fixtures, lighting controls, lighting power density, and exterior lighting.
		8		5.9 Resilient Energy Systems: Floodproofing
				(Not relevant for Rehab projects in Special Flood Hazard Areas) Conduct floodproofing of lower floors, including perimeter floodproofing (barriers/shields). Design and install building systems as specified by the full criterion so that the operation of those systems will not be grossly affected in case of a flood.
		8		5.10 Resilient Energy Systems: Critical Loads
				Loads Provide emergency power to serve at least three critical energy loads as described by the full criterion. Option 1: Islandable PV system OR
				Option 2: Efficient generator
CRITERIA 5 SUBTOTAL				
5 of 5 Mandatory Criteria				
30 Optional Points				
YES / NO	OPTIONAL POINTS	6. MATERIALS		
		8 max		6.1 Ingredient Transparency for Material Health
				Install products that have publicly disclosed inventories characterized and screened to 1,000 ppm or better:
				• 1 point per 5 installed Declare or HPD products from at least three different product categories
				• 1 point per 2 installed Declare or HPD products in any of these categories: adhesives, sealants, windows
				• 1 point per each product with third-party verified HPD or third-party verified Declare label
				• 2 points per each product with third-party verified HPD or third-party verified Declare label in any of these categories: adhesives, sealants, windows

Yes	<input type="checkbox"/>	3 max	6.2 Recycled Content and Ingredient Transparency
	<input type="checkbox"/>	8 max	Use building products that feature, and disclose, their recycled content. The building product must make up 75% by weight or cost of a project category for the project and be composed of at least 25% post-consumer recycled content.
	<input type="checkbox"/>	M	6.3 Chemical Hazard Optimization
	<input type="checkbox"/>	15 max	Install products that have third-party verification of optimization to 100 ppm or better per the options listed within the full criterion.
Yes	<input type="checkbox"/>	12 max	6.4 Healthier Material Selection
			Select all interior paints, coatings, primers, and wallpaper; interior adhesives and sealants; flooring; insulation; and composite wood as specified. Optional points also available.
	<input type="checkbox"/>	M	6.5 Environmentally Responsible Material Selection
Yes			Select concrete, steel, or insulation with a publicly disclosed EPD [3 points] , Install a green or cool roof [3 points] , use reflective paving [3 points] , and/or use FSC certified wood [3 points] . Refer to criterion for specifics.
	<input type="checkbox"/>	4 max	6.6 Bath, Kitchen, Laundry Surfaces
			(Mandatory for New Construction and Substantial Rehab. Moderate Rehabs that do not include work in the shower and tub areas are exempt from the shower and tub enclosure requirement.) Use materials that have durable, cleanable surfaces throughout bathrooms, kitchens, and laundry rooms. Use moisture-resistant backing materials per ASTM # D 6329 or 3273 behind tub/shower enclosures, apart from one-piece fiberglass enclosures which are exempt.
Yes	<input type="checkbox"/>	M	6.7 Regional Materials
			Use products that were extracted, processed, and manufactured within 500 miles of the project for a minimum of 90%, based on weight or on cost, of the amount of the product category installed. Select any or all of these options (every two compliant materials can qualify for 1 point): • Framing Cladding (e.g. siding, masonry, roofing) • Flooring Concrete/cement and aggregate • Drywall/interior sheathing
Yes	<input type="checkbox"/>	M	6.8 Managing Moisture: Foundations
			(Mandatory for all New Construction projects and all Rehab projects with either basement and/or crawl space foundations) Install capillary breaks and vapor retarders that meet specified criteria appropriate for the foundation type.
Yes	<input type="checkbox"/>	M	6.9 Managing Moisture: Roofing and Wall Systems
			(Mandatory for all Rehab projects that include deficiencies in or include replacing particular assemblies called out below. New Construction projects are considered compliant per Criterion 5.1.) Provide water drainage away from walls, window, and roofs by implementing the list of techniques.
Yes	<input type="checkbox"/>	M	6.10 Construction Waste Management
	<input type="checkbox"/>	6 max	(6 max) Develop and implement a waste management plan that reduces non-hazardous construction and demolition waste through recycling, salvaging, or diversion strategies through one of the three options. Achieve optional points by going above and beyond the requirement.
	<input type="checkbox"/>	2	6.11 Recycling Storage
			For projects with municipal recycling infrastructure and/or haulers, provide separate bins for the collection of trash and recycling for each dwelling unit and all shared community rooms. OR For projects without that infrastructure, advocate to the local waste hauler or municipality for regular collection of recyclables.
CRITERIA 6 SUBTOTAL			
5 of 5 Mandatory Criteria			
0 Optional Points			

YES / NO	OPTIONAL POINTS	7. HEALTHY LIVING ENVIRONMENT
Yes	M	7.1 Radon Mitigation
		(Mandatory for New Construction and Substantial Rehab) For New Construction in EPA Zone 1 areas, install passive radon-resistant features below the slab and a vertical vent pipe with junction box within 10 feet of an electrical outlet in case an active system should prove necessary in the future. For Substantial Rehab projects in EPA Zone 1, test before and after the retrofit and mitigate per the specified protocols.
Yes	M	7.2 Reduce Lead Hazards in Pre-1978 Buildings
		(Mandatory for Substantial Rehab of Buildings Constructed Before 1978) Conduct lead risk assessment or inspection to identify lead hazards. Control identified lead hazards using lead abatement or interim controls, using lead-safe work practices that minimize and contain dust.
Yes	M	7.3 Combustion Equipment

M

M

10

M

10

M

12 max

M or 5

3

3

8

8

**For New Construction and Rehab projects:** Specify power-vented or direct-vent equipment when installing any new combustion appliance for space or water heating that will be located within the conditioned space. If there are any combustion appliances within the conditioned space, install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone, placed per National Fire Protection Association (NFPA) 72.

**For Rehabs:** If there is any combustion equipment located within the conditioned space for space or water heating that is not power-vented or direct-vent and that is not scheduled for replacement, conduct combustion safety testing prior to and after the retrofit; remediate as indicated.

#### 7.4 Garage Isolation

- Provide a continuous air barrier between the conditioned space and any garage space to prevent the migration of any contaminants into the living space. Visually inspect common walls and ceilings between attached garages and living spaces to ensure that they are air-sealed before insulation is installed.
- Do not install ductwork or air handling equipment for the conditioned space in a garage.
- Fix all connecting doors between conditioned space and garage with gaskets or make airtight.
- Install one hard-wired CO alarm with battery backup function for each sleeping zone of the project, placed per NFPA 72 unless the garage is mechanically ventilated or an open parking structure.

#### 7.5 Integrated Pest Management

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.

#### 7.6 Smoke-Free Policy

*(Mandatory and Optional)*

**Mandatory:** Implement and enforce a smoke-free policy in all common areas and within a 25-foot perimeter around the exterior of all residential buildings. Lease language must prohibit smoking in these locations and provide a graduated enforcement policy. Make the smoke-free policy readily available.

**Optional:** Expand the policy above to include all indoor spaces in the property.

#### 7.7 Ventilation

*(Mandatory for New Construction and Substantial Rehab; Optional for Moderate Rehab)*

For each dwelling unit in full accordance with ASHRAE 62.2-2010, install:

- A local mechanical exhaust system in each bathroom *[3 points if Moderate Rehab]*
- A local mechanical exhaust system in each kitchen *[3 points if Moderate Rehab]*
- A whole-house mechanical ventilation system *[3 points if Moderate Rehab]*

Verify these flow rates are either within +/- 15 CFM or +/- 15% of design value.

For each multifamily building of four or more stories, in full accordance with ASHRAE-62.1-2010, install:

- A mechanical ventilation system for all hallways and common spaces *[3 points if Moderate Rehab]*

For all project types, in addition to the above requirements:

- All systems and ductwork must be installed per manufacturer's recommendations
- All bathroom fans must be ENERGY STAR-labeled and wired for adequate run-time.
- If using central ventilation systems with rooftop fans, each fan must be direct-drive and variable-speed with speed controller mounted near the fan. Fans with design CFM 300-2000 must also have an ECM motor.

#### 7.8 Dehumidification

*(Mandatory for properties in Climate Zones 1A, 2A, 3A, and 4A following Criterion 5.2a, 5.2b, or 5.4. Optional for all other properties.)*

**Option 1:** Design, select, and install supplemental dehumidification equipment to keep relative humidity

OR

**Option 2:** Equip all dwelling units with dedicated space, drain, and electrical hook-ups for permanent supplemental dehumidification systems to be installed if needed and install interior RH monitoring equipment as described.

#### 7.9 Construction Pollution Management

**Option 1:** Earn the EPA Indoor airPlus label

OR

**Option 2:** In all dwelling units, seal all heating, cooling, and ventilation return and supply floor ducts and returns throughout construction to prevent construction debris from entering. Flush all dwelling units after completion of construction and prior to occupancy for either 48 hours or with at least 14,000 ft<sup>3</sup> per ft<sup>2</sup> of floor area, then replace all air handling equipment filters.

#### 7.10 Noise Reduction

**Option 1:** Test and demonstrate that noise levels in bedrooms meet 30 dB LAeq (continuous) and 45 dB L<sub>max</sub> (single sound).

OR

**Option 2:** Provide a noise abatement plan specific to the site covering general noise mitigation techniques in accordance with 24 CFR 51B.

OR Option 3: Ensure all exterior wall and party wall penetrations are sealed with acoustical sealant, all party walls and floor/ceiling assemblies have an STC rating of at least 55, and exterior windows and doors in projects near a significant exterior noise source have an STC rating of at least 35

#### 7.11 Active Design: Promoting Physical Activity

*(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)*

**Option 1:** Encouraging Everyday Stair Usage (buildings that include stairs as the only means to travel from one floor to another are not eligible for this option.) Provide a staircase that is accessible and visible from the main lobby and is visible within a 25-foot walking distance from any point in the lobby per the specifications listed. Place point-of-decision signage.

OR

**Option 2:** Activity Spaces. Provide on-site dedicated recreation space with exercise or play opportunities for adults and/or children that is open and accessible to all residents; see criterion for specifics.

#### 7.12 Beyond ADA: Universal Design

yes	8	<p><i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i></p> <p>Select and implement at least one of the Options with at least three different strategies in at least 75% units.</p> <p><b>Option 1:</b> Create welcoming and accessible spaces that encourage equitable use and social connections.</p> <p><b>Option 2:</b> Create spaces that are easy and intuitive to use and navigate.</p> <p><b>Option 3:</b> Promote safety and create spaces that allow for human error.</p> <p><b>Option 4:</b> Create spaces that can be accessed and used with minimal physical effort.</p> <p><b>Option 5:</b> Create spaces with the appropriate size and space to allow for use, whatever the user's form of mobility, size, or posture.</p>	
		<p><b>7.13 Healing-Centered Design</b></p> <p><i>(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)</i></p> <p>Select and implement at least two of the Options with at least two different strategies listed in at least 75% units.</p> <p><b>Option 1:</b> Provide an environment that promotes feelings of real and perceived safety.</p> <p><b>Option 2:</b> Create flexible spaces that allow for personalization and/or manipulation to meet individual and community needs.</p> <p><b>Option 3:</b> Connect residents and staff to a living landscape and the natural environment.</p> <p><b>Option 4:</b> Utilize art and culture in project design and programming and promote social connectedness.</p>	
		<p><b>CRITERIA 7 SUBTOTAL</b></p> <p>8 of 8 Mandatory Criteria</p> <p>13 Optional Points</p>	
<div>YES / NO</div> <div>OPTIONAL POINTS</div> <div>8. OPERATIONS, MAINTENANCE + RESIDENT ENGAGEMENT</div>			
Yes	M	<p><b>8.1 Building Operations &amp; Maintenance Manual and Plan</b></p> <p><i>(For all Multifamily projects)</i></p> <p>Develop a manual with thorough building operations and maintenance (O&amp;M) guidance and a complementary plan. The manual and plan should be developed over the course of the project design, development, and construction stages, and should include sections/chapters addressing the list of topics.</p>	
Yes	M	<p><b>8.2 Emergency Management Manual</b></p> <p><i>(For all Multifamily projects)</i></p> <p>Provide a manual on emergency operations targeted toward operations and maintenance staff and other building-level personnel. The manual should address responses to various types of emergencies, leading with those that have the greatest probability of negatively affecting the project. The manual should provide guidance as to how to sustain the delivery of adequate housing throughout an emergency and cover a range of topics, including but not limited to:</p> <ul style="list-style-type: none"><li>• communication plans for staff and residents</li><li>• useful contact information for public utility and other service providers</li><li>• infrastructure and building, "shutdown" procedures</li><li>• plan for regular testing of backup energy systems, if these exist</li></ul>	
Yes	M	<p><b>8.3 Resident Manual</b></p> <p>Provide a guide for homeowners and renters that explains the intent, benefits, use, and maintenance of their home's green features and practices. The Resident Manual should encourage green and healthy activities per the list of topics.</p>	
Yes	M	<p><b>8.4 Walk-Throughs and Orientations to Property Operation</b></p> <p>Provide a comprehensive walk-through and orientation for all residents, property manager(s), and buildings operations staff.</p>	
Yes	M	<p><b>8.5 Energy and Water Data Collection and Monitoring</b></p> <p>For rental properties, upload project energy and water performance data in an online utility benchmarking platform annually for at least five years from time of construction completion per one of the four methods provided; grant Enterprise view access for that period. For owner-occupied units, collect and monitor utility data in a manner that allows for easy access and review.</p>	
		<p><b>CRITERIA 8 SUBTOTAL</b></p> <p>5 of 5 Mandatory Criteria</p> <p>0 Optional Points</p>	
		<p><b>TOTAL</b></p> <p>41 of 40 Mandatory Criteria</p> <p>54 Optional Points</p>	

# **Tab G:**

Zoning Certification Letter (MANDATORY)

**CITY OF CHARLOTTESVILLE**  
"A World Class City"

Neighborhood Development Services

610 East Market Street  
Charlottesville, VA 22902  
Telephone 434-970-3182



**DATE:** February 16, 2022

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

**RE:**

ZONING CERTIFICATION

South First Phase Two

Name of Development:

South First Phase Two, LLC

Name of Owner/Applicant:

Charlottesville Redevelopment and Housing Authority

Name of Seller/Current Owner:

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by 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:

900 First Street South

Charlottesville, VA 22902

Legal Description:

Please see attached legal description

Proposed Improvements:

<input checked="" type="checkbox"/>	New Construction:	<u>113</u>	# Units	<u>21</u>	# Buildings	<u>171633.35</u>	Total Floor Area Sq. Ft.
<input type="checkbox"/>	Adaptive Reuse:	<u>  </u>	# Units	<u>  </u>	# Buildings	<u>  </u>	Total Floor Area Sq. Ft.
<input type="checkbox"/>	Rehabilitation:	<u>  </u>	# Units	<u>  </u>	# Buildings	<u>  </u>	Total Floor Area Sq. Ft.

## Zoning Certification, cont'd

Current Zoning: R-3 allowing a density of  
21 units per acre, and the following other applicable conditions: Special Use Permit  
approved for private outdoor recreational facilities

Other Descriptive Information:

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### 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

Read Brodhead

Printed Name

Zoning Administrator

Title of Local Official or Civil Engineer

(434) 970-3995

Phone:

February 16, 2022

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 call the Tax Credit Allocation Department at (804) 343-5518.



### **Legal Description.**

All that certain lot, piece or parcel of land, designated as TMP 26-115.000 on the City of Charlottesville Tax maps, and being a portion of the property shown on plat recorded at Instrument #2019-00000770 in the Clerks Office of the Circuit Court of the City of Charlottesville and more particular described as follows.

Commencing at the Point of Beginning, a Nail on the Eastern Right of Way of 1<sup>st</sup> Street South, a common corner to TMP 26-115.001, thence North 34°07'01" East, a distance of 70.28 feet to a concrete monument;

thence North 27°36'48" East, a distance of 260.48 feet to a drill hole;

thence North 27°36'48" East, a distance of 12.45 feet to a nail;

thence North 23°27'38" East, a distance of 730.09 feet to an iron;

thence South 59°51'32" East, a distance of 309.99 feet to an iron;

thence South 35°11'55" West, a distance of 152.84 feet to a capped pipe;

thence South 08°58'38" West, a distance of 92.21 feet to an iron;

thence South 14°42'22" East, a distance of 20.55 feet to an iron;

thence North 69°52'45" West, a distance of 11.37 feet to an iron;

thence South 09°33'05" West, a distance of 40.69 feet to an iron;

thence South 69°52'45" East, a distance of 27.41 feet to a corner on a manhole;

thence South 09°22'15" West, a distance of 98.38 feet to an iron;

thence North 66°56'05" West, a distance of 27.65 feet to an iron;

thence South 09°16'12" West, a distance of 137.83 feet to an iron;

thence South 31°25'25" West, a distance of 130.38 feet to an iron;

thence North 62°54'12" West, a distance of 9.01 feet to an iron;

thence South 36°06'48" West, a distance of 172.01 feet to an iron;

thence South 61°35'22" East, a distance of 24.50 feet to an iron;

thence South  $36^{\circ}16'38''$  West, a distance of 193.08 feet to an iron;

thence North  $87^{\circ}12'50''$  West, a distance of 159.61 feet to an iron;

thence North  $56^{\circ}13'22''$  West, a distance of 171.47 feet to the Point of Beginning. Containing 7.938 Acres, more or less.

# **Tab H:**

Attorney's Opinion (MANDATORY)



Delphine Carnes Law Group, PLC  
Affordable Housing ■ Project Finance

March 9, 2022

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

RE: 2022 Tax Credit Reservation Request  
Name of Development: South First Phase Two  
Name of Owner: South First Phase Two LLC

Gentlemen:

The undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package (of which this opinion is a part) dated March 9, 2022 (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 Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. 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.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

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

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

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

DELPHINE CARNES LAW GROUP, PLC

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

# Not Applicable

## 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)

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)



**Charlottesville Redevelopment and  
Housing Authority**

**RELOCATION PLAN  
CRHA**

**December 2021**

**Charlottesville Redevelopment and Housing Authority  
1000 South 1<sup>st</sup> Street  
Charlottesville, VA 22902  
(434) 326-4672**



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For more than 60 years, Charlottesville Redevelopment and Housing Authority (“CRHA”) has taken great pride in being the primary provider of “housing of first opportunity” in this community. As such, CRHA continues to strive tirelessly and passionately to be *a resident-centered organization committed to excellence in providing affordable quality housing, revitalizing communities, and promoting upward mobility and self-sufficiency through partnerships in the public and private sectors*. CRHA subscribes to a “Residents First!” philosophy that is grounded on relationships that develop and thrive only when mutual respect, dignity and commitment is afforded one another. At CRHA, relationships matter.

The Charlottesville Redevelopment and Housing Authority is a public entity that was formed in 1954 to provide federally subsidized housing and housing assistance to low-income families, within the City of Charlottesville, Virginia. Under the guidance of a seven-person Board of Commissioners, the CRHA is led by an Executive Director (“ED” or “CO”) and is subject to the requirements of Title 24 of the Code of Federal Regulations (“CFR”) and the CRHA’s policies.

Currently, CRHA owns 376 units of multi-family Public Housing at 11 sites within the City of Charlottesville; and can administer a total of 533 Section 8 Housing Choice Vouchers.

## 1.0 INTRODUCTION

In keeping with a “Residents First!” philosophy, CRHA has been working closely with the Public Housing Association of Residents (“PHAR”) through a Redevelopment Committee comprised of community stakeholders (collectively the “Project Team” or “Team”) to plan for the development of new low income housing opportunities and public housing replacement units within Charlottesville. Because the construction of new public and low-income housing units will require the relocation of site occupants at some point, the relocation of tenants will be necessary. This Relocation Plan sets forth procedures to assure the fair, uniform and equitable treatment of persons being relocated from their homes when renovation or redevelopment or new development occurs. It identifies the administrative requirements for conducting relocation and sets forth relocation standards, occupancy standards, methods for obtaining replacement housing, payments available and other related provisions of relocation practices. This Plan will demonstrate how CRHA intends to comply with the regulatory requirements, as well as the spirit and intent of the URA.

The vision for redevelopment is to create vibrant, attractive communities, where people of all economic strata, races, abilities and cultures will live, learn, work, play and raise their families in close proximity to employment, retail, cultural, social and service opportunities. It’s not just the buildings - it’s all about the quality neighborhoods this redevelopment process brings about - focused on all residents and the history and culture of the neighborhoods.

Together, the Project Team has identified and prioritized two CRHA-owned properties for immediate development activity. These are:

- CRHA’s Crescent Halls
- the currently undeveloped property at CRHA’s South First Street community (formerly the “ball fields”); and

The Project Team also has scheduled development activities to take place in the very near future at CRHA’s South 1<sup>st</sup> Street (existing housing area) and planning has begun for other communities. Although the Project Team is not currently working on plans for redevelopment of other sites, future considerations for compatible redevelopment of these properties is also contemplated in development of this Plan.

The Project Team's goal is to have the redevelopment of the sites proceed as expeditiously as possible with minimal temporary relocation housing. The desire of redevelopment is a "Build First and Move Once" philosophy.

Funding for the project is anticipated to come from a variety of sources including, but not limited to, low income housing tax credits, bonds, conventional loans, donations, or other private and public grants or loans. Due to the possible funding sources and nature of funds involved, the requirements of the Uniform Relocation Act ("URA") and corresponding Housing and Urban Development ("HUD") relocation requirements will apply to the relocation planning and implementation components of CRHA's redevelopment activities. Any change of funding sources may also require that this Plan be updated accordingly to reflect compliance adequate to the funding source.

### **1.1 Purpose of this Plan**

The objective of this Relocation Plan ("Plan") is to outline the relocation/non-displacement policy for the CRHA. These requirements and policies are to be followed when relocating or displacing persons for a project or program with federal HUD or other financial assistance, including, but not limited to Virginia Housing Development Authority ("VHDA"). In order to provide a resource for residents and practitioners, policies and procedures are cited in this Plan.

The CRHA understands that requested action is subject to the relocation requirements of 24 CFR Part 970 and Chapter 8, Section 110 of HUD Handbook 1378.

If there is any possibility that residents will be relocated because of acquisition, demolition, or rehabilitation for this project, the CRHA must undertake a planning process in conformance with the federal Uniform Relocation Act to minimize the adverse impacts of relocation.

Good recordkeeping, including a record of contacts with affected residents, is necessary to carry out the policies in an effective manner that maintains continuity, regardless of staff turnover.

### **1.2 Principles for Relocation**

As CRHA moves forward with plans to rebuild or renovate each of Charlottesville's public housing neighborhoods, it is committed to minimizing the disruption experienced by existing residents who will be required to relocate during the redevelopment process. Most low-income residents have already experienced extensive housing instability in their lives as it is, so relocation for redevelopment must be planned carefully and implemented with the residents' best interests in mind.

Displacing residents from their homes and communities is almost always disruptive in the short term, but CRHA's goal is to implement a model relocation process that not only guarantees that no resident will become homeless as a result of relocation, but actually results in improved long-term housing stability for each affected household. Toward that end, CRHA's resident relocation efforts shall be carried out in accordance with four key principles:

1. CRHA will be transparent, inclusive and proactive in communicating with residents about the timetable and process for redevelopment and relocation. No residents will be blindsided by the changes that are coming to their neighborhood and to their own housing situation.

2. Well in advance of any relocation, CRHA will engage with the residents of each household to develop an individually-tailored Relocation and Housing Stability Plan for that household, based on its own unique needs and aspirations. The goal of this assessment is to identify the best possible short- and long-term housing outcomes for each resident, and to spell out the steps needed to accomplish those outcomes. Replacement housing shall be comparable or superior in quality and characteristics to the housing the resident is leaving behind, and must not leave any household cost-burdened.
3. CRHA will provide substantial wrap-around services and support to each household in carrying out its Relocation and Housing Stability Plan - and not just the minimum level of assistance that's required by federal or state code, such as the Uniform Relocation Act. Per 49 CFR 24.301, CRHA will cover 100% of actual, reasonable moving costs and related expenses or a fixed moving cost schedule for each eligible displaced household and provide hands-on assistance to residents in easing the transition to and from their new home.
4. As specified in the Residents' Bill of Rights for Redevelopment (see **Exhibit A**), any temporary relocation will be minimal in impact and duration. Furthermore, all residents who wish to return to their former neighborhood once the renovation or rebuilding work is completed will have the right to do so.
5. To the extent feasible, CRHA will follow a "build first, move once" philosophy in construction planning to minimize displacement.

With these provisions and protections in place, relocation can be transformed from a typically destabilizing process to one that helps each resident make a smooth transition to a more stable and higher-quality housing future (see **Exhibit B** for the full Principles for Relocation).

From the CRHA's perspective, the following elements must also be considered when planning for relocation of residents:

- Minimize displacement
- Budgetary implications - necessary funds are needed to carry out the relocation process
- Coordination of the project - necessary staffing and inter-agency coordination must be planned to coordinate activities and facilitate a resident's move
- Determine resource needs - staffing, training, capacity building and other considerations must be planned for early on
- Administrative requirements - must adhere to HUD and other regulatory regulations. In addition, this process must follow requirements of the Fair Housing Act to provide reasonable accommodations for disabled individuals and their special needs.
- Provide housing stock to insure one-to-one replacement of affordable housing units.

## 2.0 PROJECT DESCRIPTION

### 2.1 Phased Redevelopment

The Board of Commissioners of the Charlottesville Redevelopment and Housing Authority has identified the South First Street Community as one of the top priorities in an overall redevelopment process.

Due to the limited availability of affordable “decent, safe, and sanitary” housing in the City of Charlottesville, the strategy of minimizing the temporary relocation of residents is the primary goal. The redevelopment of the South First Street Community will proceed in three phases in order to minimize the relocation of residents. The intent of redevelopment in phases is to focus on the relocation of those residents in the second and third phase of construction who choose to remain in the community, and to move residents in the second and third phases only once whenever possible.

Due to the impact of COVID-19 and CRHA’s priority to protect residents the relocation plan timeline and sequencing have been modified and will continue to be evaluated and adjusted if needed due to impacts from the pandemic.

### 2.2 The South First Street Project

Project Site	Project Description and Proposed Timeframe	Proposed Units					
		Total	1-BR	2-BR	3-BR	4-BR	5-BR
South First Street Phase I 1000 South First Street	Construction of new units	62	12	32	18	0	0
South First Street Phase II A & B 1000 South First Street	Demolition and Redevelopment	113	19	38	26	30	0

South First Street, built in 1979, is a 58 unit, housing community for general population low income residents. (See **EXHIBIT C** for a location map of the property).

The redevelopment of the South First Street Community consists of the new construction of (#) new apartment units, community and office spaces and miscellaneous site improvements. The scope of the interior work includes, but is not limited to: new apartment unit layouts, finishes, plumbing fixtures, electrical light fixtures, mechanical systems, modernization, and new appliances.

The project is anticipated to phase renovation rather than the community at whole.

The start date of construction, for Phase I was November 2020 with estimated completion date of October 2022. The estimated timeframes of each phase are as follows:

Phase 2A: Start date TBD. The project will take an estimated 18 months to complete.

Phase 2B: Start date TBD upon completion of Phase 2A with an estimated 18 months to complete.

## 2.3 Measures to Minimize Construction Impact

The goal of a phased construction schedule is to minimize or eliminate the impact of the construction process on the residents while ensuring the delivery of a high quality product. The phasing plan for the South First Street Community is broken down into three phases of work. The total construction process is slated for four years, assuming there are no unforeseen conditions, pandemic impacts or owner directed changes that would impact this timeframe.

## 3.0 PROPERTY AND HOUSEHOLD SUMMARY

The following table provides the overall unit size and total units by site within the CRHA public housing inventory:

Site / Address	Acreage	Year Built	Units					
			Total	0-1-BR	2-BR	3-BR	4-BR	5-BR
6 <sup>th</sup> Street 707-713 6 <sup>th</sup> Street SE	7.3	1980	25	0	0	25	0	0
Avon/Levy 405 Avon St./405 Levy Av.	1.095	n/a	n/a	0	0	0	0	0
South First Street 500 1 <sup>st</sup> Street S	2.376	1976	105	98	7	0	0	0
Madison Avenue 1609-1625 Madison Ave.	3.906	1980	18	0	18	0	0	0
Michie Drive 2021-2025 Michie Drive	1.969	1980	23	0	12	11	0	0
Riverside Avenue 309-323 Riverside Avenue	1.643	1980	16	0	0	16	0	0
South 1 <sup>st</sup> Street 900-1000 1 <sup>st</sup> Street S	12.26	1979	58	1	17	14	18	8
Westhaven 801-836 Hardy Road	9.904	1965	126	20	35	49	15	7
Scattered Sites (4 units) 613 Hinton Avenue; 905 Monticello Avenue; 712 Elsom Street; 715 Ridge Street	total 0.446	1991- 1994	5	0	0	5	0	0
<b>Totals</b>			<b>376</b>	<b>119</b>	<b>89</b>	<b>120</b>	<b>33</b>	<b>15</b>

The following table provides the existing occupied units by site within the CRHA public housing inventory.

Site / Address	Total Units	Occupied Units					
		Total	0-1-BR	2-BR	3-BR	4-BR	5-BR
6 <sup>th</sup> Street 707-713 6 <sup>th</sup> Street SE	25	24	0	0	24	0	0
Avon/Levy 405 Avon St./405 Levy Ave.	n/a	n/a	n/a	n/a	n/a	n/a	n/a
South First Street 500 1 <sup>st</sup> Street S	105	n/a	n/a	n/a	n/a	n/a	n/a
Madison Avenue 1609-1625 Madison Ave.	18	18	0	18	0	0	0
Michie Drive 2021-2025 Michie Drive	23	23	0	12	11	0	0
Riverside Avenue 309-323 Riverside Avenue	16	16	0	0	16	0	0
South 1 <sup>st</sup> Street 900-1000 1 <sup>st</sup> Street S	58	53	1	14	13	17	8
Westhaven 801-836 Hardy Road	126	112	19	35	46	11	6
Scattered Sites (4 sites) 613 Hinton Avenue; 905 Monticello Avenue; 712 Elsom Street; 715 Ridge Street	5	5	0	0	5	0	0
Totals	266	245	20	79	104	28	14

## 4.0 THE RELOCATION PROGRAM

### 4.1 Assessment of Impacted Residents and Relocation Needs

Information necessary for the preparation of this Plan will be obtained through workshops and personal interviews conducted with the residents of the South First Street Community and other public housing residents. Inquiries will be made of affected residents through one-on-one interviews as well as group workshops conducted by CRHA staff and PHAR. These inquiries will include household size and composition, income, monthly rent obligation, length of occupancy, home language, disabilities/health problems, transportation needs, pets, legal presence status, and general information regarding the resident's attitudes towards the redevelopment of public housing communities. Needs that are identified through this survey will guide relocation planning.

## 4.2 Replacement Housing Needs

Replacement housing needs are defined by the total number of required replacement units and the distribution of those units by bedroom size. The projected number of required units by bedroom size is calculated by comparing survey data relative to household size with CRHA's replacement housing occupancy standards. These standards allow for occupancy based on CRHA's admissions policy and is reflected in the following table:

Size of family	Number of Bedrooms in Unit
1-2	1
3-4	2
5-6	3
7-8	4
9-10	5
11-12	5

In addition, where a live-in aide has been approved, CRHA will first determine the appropriate number of bedrooms for the family in accordance with the above chart. CRHA will then approve one additional bedroom to accommodate a live-in aide provided the aide has met the requirements of CRHA's Admissions and Continued Occupancy Plan.

Current under-housed households will be eligible relocation to a unit of appropriate size based on the above occupancy standards. Similarly, over-housed households will be required to move to a smaller unit with the appropriate number of bedrooms for which the household qualifies. If a household cannot be immediately housed in the appropriate sized unit at the time of their relocation, CRHA will provide the household with the option to be temporarily over-housed in an unit at no cost to the household. When a new unit becomes available in that phase or a future phase, the household will then be moved into the appropriate sized unit. Appropriate actions will be taken to accommodate households that are under- or over- housed.

## 4.3 Current Housing Data - South First Street (58 units)

Household Information	Unit Status	
	Occupied	Vacant
Current Units	58	5
1 bedroom	1	0
2 bedroom	14	3
3 bedroom	13	1
4 bedroom	17	1
5 bedroom	8	0

## 4.4 Tenants to be temporarily relocated

**If you are to be temporarily relocated offsite during this renovation process, you may have the right to return to South First Street, if you so choose. Eligibility is required.**

It is intended that there will be minimal temporarily relocated persons during this redevelopment process. A "Build First and Move Once" philosophy will be used whenever possible.



All residents who are in “good standing” under their current leases with CRHA will be eligible to move into renovated units, if they so choose. Residents in “good standing” are defined as those household(s) against whom CRHA has not been granted possession by the general district court and the appeal period has passed or who have not been terminated from housing assistance after a hearing before an uninterested hearing officer.

The renovation of South First Street will be occurring in three (3) phases starting in the vacant land area known as the ball field. Upon completion of construction of the new buildings, residents will be moved into the newly constructed units, based upon occupancy size. For example: residents residing in buildings (xyz) will be relocated to the new construction in Phase I. Residents in building (xyz) will be relocated to the new construction in Phase II.

#### **PHASE 1**

In the first phase, 62 units will be newly constructed.

Upon completion of construction of the first phase units, the following will be the priority of occupancy:

- 1<sup>st</sup> priority - residents currently occupying units in the Phase 2A of redevelopment
- 2<sup>nd</sup> priority - residents currently occupying units in the Phase 2B of redevelopment

#### **PHASE 2A**

Upon completion of construction of the newly constructed buildings, the following will be the priority of occupancy:

- 1<sup>st</sup> priority - residents currently occupying units in Phase 2B
- 2<sup>nd</sup> priority - residents from other CRHA communities undergoing redevelopment

#### **PHASE 2B**

Upon completion of construction of the final phase buildings, the following will be the priority of occupancy:

- 1<sup>st</sup> priority - residents from other CRHA communities undergoing redevelopment
- 2<sup>nd</sup> priority - new residents from the waiting list

If the contractor lets the Redevelopment Team know that a problem arises with sequencing causing a delay the relocation coordinator will give the residents appropriate notice, once updated by the contractor.

### **4.5 Displaced Persons**

It is intended that there will be no displaced persons, who by definition are persons that must move from the property permanently, during this redevelopment process. CRHA will attempt to limit involuntary displacement of residents during redevelopment. However, if it is determined that there is a possibility of involuntary displacement, the household will have the right to a meeting with the executive director or other uninterested officer who will review the decision. Further, immediately upon discovery of a potential involuntary displacement, CRHA will make a direct referral to the Legal Aid Justice Center. If this occurs the plan will be amended to address the special requirements particular to the tenants. These tenants would be given the Notice of Eligibility for Relocation Assistance which would inform them of their rights under the URA.

### **4.6 Relocation Options**

The goal of the redevelopment process involves a strategy requiring minimal temporary relocation housing. All residents will be provided options for permanent housing during this renovation process, including:

- Permanent Move to a newly-constructed unit in the South First Street Community, or
- Permanent or Temporary Move to another Public Housing unit - any household will be offered the opportunity to relocate to comparable replacement housing, utilizing occupancy standards, in another public housing unit owned by CRHA, if available., or
- Transfer out of the Public Housing program into LIHTC/Affordable Housing, other than CRHA properties - CRHA would assist eligible and interested residents in pursuing these opportunities, if possible. This will be without subsidy from CRHA.

#### **4.7 General Relocation Procedure**

- All residents will receive the required notices for relocation, including but not limited to a General Information Notice, a 90-day Notice, and a 30-day Notice. The timing of these notices are based on the HUD Demolition/Disposal Application approval. The Relocation Coordinator will also be sending out updates and posting a relocation calendar in the lobby area.
- Briefing sessions will be held between CRHA and residents to explain the relocation procedures in detail. It is during these sessions that residents will receive written notice regarding the impending relocation (90 Day Notice). CRHA will require a signature from each resident on this form as acknowledgment of receipt of this notice.
- Each resident will be given the opportunity to be personally interviewed by the Relocation Coordinator to determine housing needs and special needs, if applicable.
- The Relocation Coordinator will assist the resident with identifying a permanent unit to move to, all moving services, utility connections, if applicable, and scheduling.
- If a suitable unit is selected for rent that is not another unit in CRHA's Public Housing program, the Relocation Coordinator will assist the resident in completing the necessary application, forms, lease, utility connections and deposits and moving services and scheduling, for a permanent move to that unit.
- Once a unit has been determined and the resident is approved for move in, a move in date is established. At that time, the Relocation Coordinator will assist with scheduling moving services for the resident and the transfer of utilities, if necessary. The Relocation Coordinator will also assist in completing the necessary paperwork to submit a Notice to Vacate for the resident.
- Following permanent move in, the Relocation Coordinator will follow up with the resident to ensure housing needs have been provided.

## 5.0 RELOCATION SERVICES PROVIDED

CRHA is required to provide the following services during relocation/moving process:

Advisory Services - Once HUD approval is received, a site office for Advisory Services will be established. Relocation staff will be identified to be the primary contact person for the residents during this relocation process. Services will be provided to all households prior to the commencement of each applicable phase of the redevelopment of the property:

- One-on-one meetings to identify household needs and preferences
- Identify and respond to special needs and reasonable accommodation issues and requests;
- Determine who will be moved where and when
- Identify permnant locations for residents with available units that meet the needs of the household. Residents wishing to remain housed with CRHA, will be relocated to a CRHA unit within one of CRHA's properties that meets the residents needs.
- Provide residents with clear options for the move, including the housing identified.
- Work with residents to address any pest infestations before the move.
- Prepare and issue required notices.
- Prepare Individual Move plans.
- Determine and provide relocation schedules, calculate and provide payments and logistics.

### Communication / Notices / Recordkeeping

Relocation Reimbursement Expenses - In addition to advisory services, households may be eligible to receive relocation payments, moving expenses, and ulitivity reconnection fees.

### 5.1 Advisory and Assistance Services

Advisory services to those households who are required to relocate may be provided by CRHA or an outside vendor. Wherever possible, vendors used in this process should incorporate principles of Section 3, choosing vendors who are people of color owned, who prioritize hiring low-income residents, and are committed to apprenticing public housing residents. Advisory and assistance services include, but are not limited to the following:

- Provide information of the nature of, and procedures for, obtaining relocation assistance and benefits;
- Determine the needs and preferences of each affected household
- Explain all options for relocation assistance, identify which CRHA communities have vacant housing already identified and secured.
- Understand and anticipate the needs of families and able to meet the special advisory services they may need.
- Provide contact information for questions and access to phone or computer if needed to make contact.
- Offer to provide transportation for tenants needing to look at housing options in other CRHA communities, especially those who are elderly or disabled, if applicable.
- Supply information about other federal and state programs offering similar assistance
- Offer other assistance (i.e. social services, financial referrals, housing inspections)

- Provide appropriate counseling for tenants who are unable to read and understand notices.
- Provide written information and/or translation services in their native languages if necessary.
- Provide counseling referrals and other assistance to minimize hardship during adjustment period
- Provide other assistance as required by each household
- Explain the appeals process if they are not satisfied with the Agency's decisions

### **Relocation Staff**

Implementation of this Plan will be the responsibility of the Relocation Coordinator, or other individual(s) identified by CRHA. The Relocation Coordinator will be the primary contact person for the residents. This person will be responsible for preparing and distributing all required relocation notices, maintaining the original list of households to be relocated, establishing and maintaining a recordkeeping system, identifying replacement units (if applicable) and coordinating the relocation of households within the required timeframes.

The Relocation Coordinator will meet with all households to confirm their options, their relocation plans/needs and will provide all necessary assistance throughout the relocation process. Prior to, and upon completion of, the newly constructed units, the Relocation Coordinator will do the following:

- Conduct relocation information sessions with each head-of-household;
- Assist residents with the completion of any necessary forms, whether for assistance or otherwise;
- Identify an appropriate permanent replacement unit that meets CRHA occupancy requirements, which is suitable in its living conditions and has comparable amenities to the current unit;
- Facilitate and schedule resident moves, and assist with utility transfers, completion of change of address forms, etc

## **5.2 Relocation Communication / Notices**

### **Resident participation / meetings**

#### **Notice of Availability of Draft Relocation Plan**

This notice informs affected households that the Plan is available for review and input.

#### **General Information Notice (GIN)**

This notice informs affected households of the project and that they may be displaced by the project and establishes their eligibility for relocation assistance and payments. (See **EXHIBIT E** for sample General Information Notice).

#### **Letter of Eligibility for Relocation Assistance**

This notice informs the affected households that they will be displaced by the project and formally establishes their eligibility. (See **EXHIBIT F** for sample Letter of Eligibility for Relocation Assistance Notice).

## **Notice of Non-Displacement (may be combined with the 90-day notice)**

### **90 Day Notice**

No household shall be required to move without a minimum of 90 days written notice of the required date of the move. This notice informs affected households of the earliest date by which they will be required to move. This notice may not be issued unless a comparable replacement dwelling is available and the displaced person is informed of its location and has sufficient time to lease or purchase the property. (See **EXHIBIT G** for sample 90 Day Notice).

### **30 Day Notice**

(See **EXHIBIT H** for sample 30 Day Notice).

## **30 Day Return Termination of Relocation Benefit Notice**

### **After-move advisory and assistance services**

#### **5.3 Recordkeeping**

Recipients must maintain all records associated with relocation assistance.

The CRHA Relocation files should include the following documentation:

- General Relocation File: Overall and individual items such as the relocation plan, and documentation of relocation budget.
- List of Occupants: name, address, and occupant characteristics for all persons occupying the property at key relocation milestones (rent roll).
- All Residents: copies of notices; evidence of delivery of notices; evidence of reimbursement of expenses; for tenants who elect to relocate, documentation supporting ineligibility for relocation payments as a displaced person; documentation to support lease violations and/or eviction for cause; documentation to determine illegal occupancy of the property; and copy of any appeal or complaint filed and response.

All pertinent records shall be retained for no less than three (3) years after the latest of:

- The date by which all payments have been received by persons displaced for the project and all payments for the acquisition of real property have been received;
- The date the project has been completed;
- The date by which all issues resulting from litigation, negotiation, audit or other action (e.g., civil rights compliance) have been resolved and final action taken; or
- For real property acquired with HUD funds, the date of final disposition.

#### **5.4 Relocation / Reimbursement Expenses**

##### **Covered Costs**

- **Security Deposit.** Residents will not be required to pay another security deposit during the relocation process, if they are relocating to another public housing unit. If a resident elects to relocate to a unit other than another public housing units, applicable security deposit provisions will apply.

- **Telephone and Cable TV.** CRHA will pay the required cost of telephone and cable TV installation and troubled wiring (where necessary) to residents with previous telephone and cable TV services prior to the relocation period.
- **Utility Costs.** CRHA will pay the required cost of utility new connection fees. Utilities are identified as electric, water, sewer and gas. CRHA is not allowed to pay utility deposits. However, CRHA can advance needed deposits to residents who choose reimbursement for the actual and reasonable costs of the move, provided the resident executes an agreement to pay the funds. Such advance payments of deposit are in essence loans, and therefore, are to be repaid in accordance with the terms of the repayment agreement agreed to by the authority and the resident.
- **Incidental Costs.** Reasonable incidental costs incurred due to the relocation may be reimbursed, upon presentation of a valid receipt for approved expenses.

**Moving Expense Payments** Moving assistance will be provided to all households moving to newly constructed units or off-site to other permanent or temporary units. This assistance may be provided in one of the following manners:

#### **Reasonable Moving and Related Expenses**

Residents may choose to receive a relocation payment to cover the reasonable cost of the move. The lower of two bids or estimates prepared by a commercial mover are required. Claims may include the reasonable and necessary costs for:

- Transportation for the household
- Packing, moving and unpacking of household goods
- Disconnecting and reconnecting household appliances and other personal property (e.g., telephone and cable TV)
- Insurance for the replacement value of property during the move
- The replacement value of property lost, stolen or damaged in the move (but not through resident's neglect) if insurance is not reasonably available

#### **Important:**

- Residents must be able to account for any costs incurred.
- Full documentation is required, including bills, certified prices, appraisals and other evidence of expenses.
- Receipts are required for all reimbursements.

### Fixed Moving Expense

This allowance is based on the number of rooms in your home or the number of rooms of furniture you will be moving as shown on a schedule. If there is not a large amount of personal property to move, this payment may be more advantageous. No special documentation is required to support a claim. Following the move, the appropriate claim form must be completed and submitted in order to receive payment.

Resident owns furniture									Resident does not own furniture	
Number of rooms									Number of rooms	
1 room	2 rooms	3 rooms	4 rooms	5 rooms	6 rooms	7 rooms	8 rooms	Each Addt'l room	1 room	Each addt'l room
700	900	1100	1300	1500	1700	1900	2100	300	400	75

*\*Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as Amended Fixed Residential Moving Cost Schedule (2015)*

Note: "Room" excludes bathrooms, hallways and closets.

### Residential Move is Performed by CRHA

This allowance is based on the CRHA contracting full moving services including packing, moving and unpacking of household goods; disconnecting and reconnecting household appliances and other personal property; insurance for the replacement value of property during the move; and the replacement value of property lost, stolen or damaged in the move (but not through resident's neglect). Payment is limited to \$100.00 (not including replacement value claims).

If a resident prefers to pack their own personal possessions and items of value, they will be provided with packing boxes and tape for the move. A resident who needs assistance in packing shall notify the Relocation Coordinator for assistance. It is the obligation of the CRHA to pack and move all of a resident's belongings and household goods.

The following table reflects the estimated one-time move budget prepared by CRHA to cover cost for relocation of residents at South First Street per unit (as of December 2021):

Unit Size	Moving Expense	Moving Fee	Utility Transfers	Per Unit Total	Total Units	Estimated Cost
1 BR	\$ 1100.00	\$ 100.00	\$ 45.00	\$ 1245.00	1	\$ 1245.00
2 BR	\$ 1300.00	\$ 100.00	\$ 45.00	\$ 1445.00	17	\$ 24565.00
3 BR	\$1500.00	\$ 100.00	\$ 45.00	\$ 1645.00	14	\$ 23030.00
4 BR	\$1700.00	\$ 100.00	\$ 45.00	\$ 1845.00	18	\$ 32210.00
5 BR	\$1900.00	\$ 100.00	\$ 45.00	\$ 2045.00	8	\$ 16360.00
Totals					58	\$ 97,410.00

- A Moving Fee of \$100.00 is estimated for those residents who allow the CRHA contractor to perform the move.
- This total does not reflect moving insurance which will be necessary.

## 6.0 OTHER IMPORTANT INFORMATION

### 6.1 Leases Required

All relocated Residents must be screened for eligibility to enter into a new lease due to the LIHTC funding. If a Resident chooses to relocate to a non-CRHA-owned housing unit, applicable lease provisions will apply.

### 6.2 Resident Owned Fixtures

**6.3 Pets/Animals** - If a Resident is relocating to another CRHA-owned housing unit, current CRHA policy(ies) apply. If a Resident chooses to relocate to a non-CRHA-owned housing unit, applicable lease provisions will apply.

### 6.4 Relocation Tax Consequences

In general, relocation payments are not considered income for the purpose of IRS or Personal Income Tax. This information is not intended to be provision of tax advice by the CRHA, its Agents, Consultants, Partners, or Assigns. Tenants in receipt of moving and/or rental assistance payments are encouraged to consult with independent tax advisors concerning the tax consequences of relocation payments.

### 6.5 Projected Rents and Rental Policies after Project Completion

Residents will pay no more or no less rent than is required pursuant to the applicable rental policies in effect at the time of their move into other CRHA housing. If a Resident chooses to relocate to a non-CRHA-owned housing unit, applicable lease provisions will apply.

**6.6 Resources** - this list of service providers currently working in CRHA may need to be made aware of the relocation plans:

- UVA and nursing clinic staff
- Other medical professionals and nurses/aides that provide services
- JAUNT
- CAT buses / CTS office
- Region Ten
- USPS
- Meals on Wheels
- Disability / SSI office
- Interpreters needed for assistance
- Blue Ridge Pace
- Charlottesville Parks Recreation
- First United Methodist Church
- CDSS
- Willing Workers
- Others as suggested by staff or board



## **6.7 Program Assurances and Standards**

Please see **EXHIBIT J** for assurances provided to residents pursuant to this Plan.

## **6.8 Grievance Procedures**

CRHA's Appeals/Grievance Procedures shall govern any appeals pursuant to this Plan. These policies and procedures may be obtained at CRHA's main office. The Housing Program Manager is also available at this location at:

801 Hardy Drive  
Charlottesville, VA 22903  
434-326-4672

A resident may, at any time, exercise their right to appeal CRHA's decision through the U.S. Department of Justice or the local HUD office at:

U.S. Department of Housing and Urban Development  
Richmond Field Office  
600 East Broad Street, 3<sup>rd</sup> Floor  
Richmond, VA 23219  
Telephone: 800-842-2610

## **6.10 Owner Contact Information**

John Sales, Executive Director  
Charlottesville Redevelopment and Housing Authority  
P.O. Box 1405  
Charlottesville, VA 22902  
(434) 326-4672  
salesj@cvilleha.com

## 6.11 ACRONYMS USED IN THIS PLAN

ACOP	Admissions and Continued Occupancy Policy
CFR	Code of Federal Regulations
CRHA	Charlottesville Redevelopment and Housing Authority
HOH	Head of Household
HUD	(Department of) Housing and Urban Development
IRS	Internal Revenue Service
LIHTC	Low Income Housing Tax Credit
PHAR	Public Housing Association of Residents
URA	Uniform Relocation Act
VHDA	Virginia Housing Development Authority

## EXHIBIT A

## Residents' Bill of Rights for Redevelopment

### Residents' Bill of Rights for Redevelopment

*(as approved unanimously by the CRHA Board of Commissioners, 11/24/08)*

The Charlottesville Redevelopment and Housing Authority and the City of Charlottesville hereby commit to a redevelopment process that improves the quality of life in our public housing neighborhoods, involves residents in key redevelopment decisions, enhances housing and employment opportunities for residents, and guarantees that current residents will not be subject to permanent or long-term displacement or homelessness as a result of redevelopment. To fulfill these commitments, CRHA and the City of Charlottesville endorse the following guiding principles for our redevelopment efforts:

1. A meaningful and enforceable resident participation process will guide all substantive decisions about redevelopment;
2. There will be at least one-for-one replacement of all affected units with newly-built or renovated public housing units ("replacement units");
3. Replacement units will be of like kind (1 bedroom for 1 bedroom, 5 bedroom for 5 bedroom, elderly for elderly, family for family, etc.), subject to an analysis of needs of current and future public housing-eligible residents;
4. Those replacement units will be reserved for very low-income and extremely low-income households, as under current public housing admissions rules;
5. The opportunity to live in the replacement units will be offered first to those households living in CRHA units, without having to re-apply or re-qualify;
6. Residents who are displaced by redevelopment, and who wish to stay in public housing, will be guaranteed replacement housing in the following order of preference:
  - a. Replacement units at their current site.
  - b. Replacement units in another area that has equal or greater advantages as their current site.
  - c. As a last resort, and only when required by space or necessity, temporary housing of an equal or greater quality to their existing housing, with a duration not to exceed 12 months.
7. Each displaced household will have the right to choose to return to the redeveloped site or to relocate permanently to another replacement unit;
8. The redevelopment process will support a system of economic justice in which residents have priority access to jobs, homeownership and contracting opportunities created by redevelopment, and in which the redeveloped communities feature improved amenities and enhanced access to services, employment and transportation for residents.

Approved by Council  
December 15, 2008

  
Clark of City Council

## EXHIBIT B

## CRHA Principles for Relocation

### CRHA Principles for Relocation

*(as approved by the CRHA Board of Commissioners 10/22/18)*

As the Charlottesville Redevelopment and Housing Authority (CRHA) moves forward with plans to rebuild or renovate each of Charlottesville's public housing neighborhoods, it is committed to minimizing the disruption experienced by existing residents who will be required to relocate during the redevelopment process. Most low-income residents have already experienced extensive housing instability in their lives as it is, so relocation for redevelopment must be planned carefully and implemented with the residents' best interests in mind.

Displacing residents from their homes and communities is almost always disruptive in the short term, but CRHA's goal is to implement a model relocation process that not only guarantees that no resident will become homeless as a result of relocation, but actually results in improved long-term housing stability for each affected household. Toward that end, CRHA's resident relocation efforts shall be carried out in accordance with four key principles:

1. CRHA will be transparent, inclusive and proactive in communicating with residents about the timetable and process for redevelopment and relocation. No residents will be blindsided by the changes that are coming to their neighborhood and to their own housing situation.
2. Well in advance of any relocation, CRHA will engage with the residents of each household to develop an individually-tailored Relocation and Housing Stability Plan for that household, based on its own unique needs and aspirations. The goal of this assessment is to identify the best possible short- and long-term housing outcomes for each resident, and to spell out the steps needed to accomplish those outcomes. Replacement housing shall be comparable or superior in quality and characteristics to the housing the resident is leaving behind, and must not leave any household cost-burdened.
3. CRHA will provide substantial wrap-around services and support to each household in carrying out its Relocation and Housing Stability Plan - and not just the minimum level of assistance that's required by federal or state code, such as the Uniform Relocation Act. CRHA will cover 100% of the moving costs for each displaced household and provide hands-on assistance to residents in easing the transition to and from their new home.
4. As specified in the Residents' Bill of Rights for Redevelopment, any temporary relocation will be minimal in impact and duration. Furthermore, all residents who wish to return to their former neighborhood once the renovation or rebuilding work is completed will have the right to do so, without needing to re-apply.

With these provisions and protections in place, relocation would be transformed from a typically destabilizing process to one that helps each resident make a smooth transition to a more stable and higher-quality housing future.

### *Key Steps Needed to Accomplish CRHA's Principles for Relocation*

Taking the following steps will ensure that relocation takes place with the residents' best interests in mind, and is carried out in accordance with federal and state law, HUD regulations, and best practices from other communities:

**1. CRHA will be transparent, inclusive and proactive in communicating with residents about the timetable and process for redevelopment and relocation.**

- As soon as a redevelopment project is initiated in earnest, and no less than 12 months in advance of any relocation, notice of impending relocation shall be provided to all affected residents.
- Regular, accessible community meetings should then take place to keep residents fully informed and engaged on the anticipated timetable and process for redevelopment and relocation.
- Since many residents do not or cannot attend meetings, CRHA will also maintain open and ongoing communication with residents about redevelopment and relocation through door-knocking, written notices, newsletters, flyers, etc.
- CRHA shall provide 90 days advance written notice of the final possible move-out date.

**2. Well in advance of any relocation, CRHA must engage with the residents of each household to develop an individually-tailored Relocation and Housing Stability Plan for that household, based on its own unique needs and aspirations.**

- Within the 6-12 month period before relocation is expected to occur, agency staff (e.g., a full-time Relocation Coordinator working in collaboration with a team of local social services professionals) shall meet with each affected household to conduct an assessment of the residents' current housing situation and desired housing goals.
- This assessment will help each household identify its best possible long-term housing outcome (returning to a renovated or rebuilt unit in the same neighborhood, moving to another public housing neighborhood, obtaining a Housing Choice Voucher, transitioning to subsidized or market-rate rental housing, homeownership or assisted living, moving in with family, etc.), and inform the creation of an individually-tailored Relocation and Housing Stability Plan that spells out the steps necessary to accomplished that desired outcome.
- For residents who will be relocated to temporary housing while awaiting the availability of a newly-renovated or rebuilt unit, this assessment and planning process will also help residents identify their best possible short-term housing option (moving to another unit on-site, moving to another public housing neighborhood, moving to newly-constructed relocation housing, obtaining a short-term Housing Choice Voucher, etc.).
- As part of this assessment and planning process, staff will ensure that residents are fully informed of the pros and cons of the various short- and long-term housing options, so that no resident is set up for failure. (For example: residents must be educated about the additional utility costs they would incur as Housing Choice Voucher holders.)
- Staff will also ensure that the housing options presented to residents are comparable or superior in quality, size, price, location, necessary accommodation, etc. to residents' existing housing situation, and do not result in any household becoming cost-burdened. Proximity to jobs, services, schools, public transportation and other vital community amenities must not be impaired in the selection of replacement housing. If vouchers are

used as a relocation strategy, the homes being utilized should be within city limits if at all possible.

**3. CRHA will provide or help secure substantial wrap-around services and support for each household in carrying out its Relocation and Housing Stability Plan.**

- Housing counseling assistance shall be provided to all households affected by relocation, not only to help them select their desired housing type (public housing, voucher, assisted living, etc.), but also to help them identify and secure a specific housing unit. All replacement housing units will be inspected to ensure they are decent, safe and sanitary.
- In addition, CRHA will assist each resident in securing other services and supports necessary to accomplish their housing goals. These may include, but are not limited to: financial management coaching, job search/job training assistance, access to eligible social services, etc. Toward this end, CRHA should explore the creation of a Financial Opportunity Center-type program (see [www.lisc.org/our-initiatives/financial-stability/financial-opportunity-centers](http://www.lisc.org/our-initiatives/financial-stability/financial-opportunity-centers)) in which all affected residents are automatically enrolled once notice of relocation is provided.
- CRHA shall provide financial assistance and hands-on support to help residents make the transition to and from their new homes, to include covering 100% of necessary moving and moving-related costs.
- CRHA shall move households at a careful, measured pace to ensure a successful transition for all residents; furthermore, follow-up support shall be provided once residents are moved in to their new homes (even if they are no longer living in CRHA housing) to ensure that they are faring well in their new environments.
- Children of displaced families shall be allowed to attend school in their current school districts if they so choose, and be provided transportation to those schools.
- CRHA shall make an extra effort to ensure that seniors, people with disabilities and other vulnerable residents do not experience any lapse in critical support services (health care, therapy, Meals on Wheels, etc.) as a result of relocation.

**4. As specified in the Residents' Bill of Rights for Redevelopment, any temporary relocation should be minimal in impact and duration.**

- Residents should be placed in temporary replacement housing for no more than 12 months before moving into their permanent homes, unless they wish to return to their former neighborhood and the construction process exceeds 12 months (though shall not exceed 24 months). Hotels shall not be considered an acceptable option for temporary replacement housing.
- Residents will be guaranteed the right to return to a newly-renovated or rebuilt unit in their former neighborhood without having to re-apply or re-qualify.



EXHIBIT C  
South First Street  
100 1<sup>st</sup> Street S  
Parcel ID: 280218000



**EXHIBIT D**  
**Sample Letter: Invitation to Participate**

**An Invitation to You!**

You are invited to attend and participate in a discussion regarding a proposal to build new public housing on other sites to move residents of South First Street prior to rehabilitation, demolition and/or reconstruction of this complex where you now live. If this proposal goes forward, it is CRHA's intention to prepare and adopt a Relocation Plan, and to consider the comments and suggestions received from both the residents and the residents' association. If adopted, the Plan will be made available to each resident who currently occupies this complex to help explain the rights, protections, services, moving assistance, and housing choices that may be available.

As you can see, this is an important meeting. Please plan to attend. Your suggestions and concerns will be heard and considered.

Several issues may be discussed at this meeting:

- ☐ What is the best way to improve the living conditions at this community? Why?
- ☐ Are there laws to protect me if I have to move?
- ☐ Will I get moving and relocation services? What kind?
- ☐ Can I move to other Public Housing?
- ☐ Will I be kept informed of other meetings or actions? How?



**EXHIBIT E**  
**Sample Letter: General Information Notice**

(date)

Name  
 Address  
 City, State, zip

RE: General Information Notice Regarding Relocation

Dear \_\_\_\_\_:

Charlottesville Redevelopment and Housing Authority (CRHA) is about to embark on redeveloping various public housing sites. The first phase of redevelopment will be to build new housing units on the South 1<sup>st</sup> Street vacant land (ball fields), then demolish and rebuilding of the existing South First Street community in a two phase approach, so that CRHA can provide safe, sanitary and decent housing to its residents. As a current resident of South First Street, you will be required to move from your apartment permanently, from your unit into a newly-constructed unit or, if you choose, another preferred housing alternative (1 move).

You may be eligible for Relocation Assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

**THIS IS NOT A NOTICE TO VACATE YOUR APARTMENT.** You will be notified in advance when required to move from your apartment. As required by law, you will be provided additional notice at minimum timeframes of 90 days and 30 days prior to moving.

We urge you not to move at this time. If you choose to move, you will not be provided relocation assistance. Please remember:

- This is not a notice to vacate the premises.
- This is not a notice of relocation eligibility.

If you are currently under eviction, your eligibility for relocation assistance will be contingent upon the outcome of the eviction proceedings against you.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions, please contact Crystal Darcus, Relocation Coordinator at 434-326-4672 ext. 9308 or by email darcusc@cvillerha.com.

Sincerely,

Crystal Darcus  
 Relocation Coordinator

Note: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

cc: A copy of this letter is required in your Resident case and relocation file. This notice was delivered (e.g. personally served or certified mail, return receipt requested) - and the date of delivery.

## EXHIBIT F

## Sample Letter: Letter of Eligibility for Relocation Assistance - Residential Tenant

(date)

Name

Address

City, State, zip

RE: Letter of Eligibility for Relocation Assistance Notice

Dear \_\_\_\_\_:

On \_\_\_\_ (date) \_\_\_\_, Charlottesville Redevelopment and Housing Authority notified you of proposed plans to redevelopment of the South First Street community in order to provide safe, sanitary and decent housing. This previous notice also advised you that as a current resident of South First Street, you will be required to move from your apartment either permanently, from your unit into a newly-constructed unit or, if you choose, another preferred housing alternative (1 move)

**YOU DO NOT NEED TO MOVE NOW!** This is a notice of eligibility for relocation assistance. To carry out an overall redevelopment strategy, it will be necessary for you to move. You will not be required to move until advance written notification of the date by which you will move. When you do move, you will be entitled to relocation reimbursement and/or other assistance in accordance with federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The effective date of this notice is \_\_\_\_ (date) \_\_\_\_\_. We want to make it clear that you are eligible for assistance to relocate, including counseling and other advisory services. If you are currently under eviction, your eligibility for relocation assistance will be contingent upon the outcome of the eviction proceedings against you.

Remember, do not move before we have a chance to discuss your eligibility for assistance. If you move before receiving a notice from Charlottesville Redevelopment and Housing Authority to vacate the premises, your eligibility for relocation assistance could be denied. This letter is important to you and should be retained. **This is NOT a notice to vacate the premises.**

If you have any questions, please contact me at phone) \_\_\_\_ or \_\_\_\_ (email) \_\_\_\_.

Sincerely,

Crystal Darcus  
Relocation Coordinator

Note: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

cc: A copy of this letter is required in your Resident case and relocation file. This notice was delivered (e.g. personally served or certified mail, return receipt requested) - and the date of delivery.

**EXHIBIT G**  
**Sample Letter: Notice of Non-Displacement and 90 Day Notice**

(date)

Name

Address

City, State, zip

RE: 90 Day Notification to Relocate

Dear \_\_\_\_\_:

On \_\_\_\_ (date) \_\_\_\_, Charlottesville Redevelopment and Housing Authority notified you of proposed plans to redevelopment of the South First Street community in order to provide safe, sanitary and decent housing. This previous notice also advised you that as a current resident of the South First Street Community, you will be required to move from your apartment either permanently, from your unit into a newly-renovated unit or, if you choose, another preferred housing alternative (1 move)

**YOU DO NOT NEED TO MOVE NOW!** This is a 90 day moving notification. To carry out an overall redevelopment strategy, it will be necessary for you to move. You will not be required to move until you are given further written notification of the date by which you will move. When you do move, you will be entitled to relocation reimbursement and/or other assistance in accordance with federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The effective date of this notice is \_\_\_\_ (date) \_\_\_\_\_. We will be working with you through continued counseling and other advisory services to finalize your relocation and moving plans. The moving date will not be sooner than 90 days from the effective date of this notice.

We want to make it clear that you are eligible for assistance to relocate. If you are currently under eviction, your eligibility for relocation assistance will be contingent upon the outcome of the eviction proceedings against you.

You have the right to appeal the relocation payment or other circumstances regarding relocation. Remember, if you move before receiving a notice from Charlottesville Redevelopment and Housing Authority to vacate the premises, your eligibility for relocation assistance could be denied.

If you have any questions, please contact me at phone)\_\_\_\_ or \_\_\_\_ (email)\_\_\_\_\_.

Sincerely,

Crystal Darcus  
Relocation Coordinator

cc: A copy of this letter is required in your Resident case and relocation file. This notice was delivered (e.g. personally served or certified mail, return receipt requested) - and the date of delivery.

**EXHIBIT H**  
**Sample Letter: 30 Day Notice**

(date)

Name  
 Address  
 City, State, zip

RE: 30 Day Notification to Relocate

Dear \_\_\_\_\_:

On \_\_\_\_ (date) \_\_\_\_, Charlottesville Redevelopment and Housing Authority notified you of proposed plans to redevelopment of the South First Street community in order to provide safe, sanitary and decent housing. This previous notice also advised you that as a current resident of the South First Street Community, you will be required to move from your apartment either permanently, from your unit into a newly-renovated unit or, if you choose, another preferred housing alternative.

**You do not need to move now!** This is a 30 day moving notification - the moving date will not be sooner than 30 days from the effective date of this notice (\_\_\_\_ effective date \_\_\_\_). To carry out an overall redevelopment strategy, it will be necessary for you to move. When you do move, you will be entitled to relocation reimbursement and/or other assistance in accordance with federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

We anticipate the moving date to be approximately \_\_\_\_\_. We will be working with you through continued counseling and other advisory services to finalize your relocation and moving plans. We want to make it clear that you are eligible for assistance to relocate. If you are currently under eviction, your eligibility for relocation assistance will be contingent upon the outcome of the eviction proceedings against you.

You have the right to appeal the relocation payment or other circumstances regarding relocation. Remember, if you move before receiving a notice from Charlottesville Redevelopment and Housing Authority to vacate the premises, your eligibility for relocation assistance could be denied.

If you have any questions, please contact me at phone)\_\_\_\_ or \_\_\_\_ (email)\_\_\_\_\_.

Sincerely,

Crystal Darcus  
 Relocation Coordinator

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

cc: A copy of this letter is required in your Resident case and relocation file. This notice was delivered (e.g. personally served or certified mail, return receipt requested) - and the date of delivery.

**EXHIBIT I**  
**Sample Letter: Letter of Notification to Relocate**

(date)

Name

Address

City, State, zip

RE: 30 Day Notification to Relocate

Dear \_\_\_\_\_:

On \_\_\_\_ (date) \_\_\_\_, Charlottesville Redevelopment and Housing Authority notified you of proposed plans to redevelopment of the South First Street community in order to provide safe, sanitary and decent housing. This previous notice also advised you that as a current resident of the South First Street community, you will be required to move from your apartment either permanently, from your unit into a newly constructed unit or, if you choose, another preferred housing alternative.

**This letter will serve to notify you that your scheduled moving date and time is \_\_\_\_\_.**

As we have discussed with you during counseling and other advisory services to finalize your relocation and moving plans, you will be entitled to relocation reimbursement and/or other assistance in accordance with federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. If you are currently under eviction, your eligibility for relocation assistance will be contingent upon the outcome of the eviction proceedings against you.

We will continue to work with you during the moving process. In the meantime, if you have any questions, please contact me at phone)\_\_\_\_ or \_\_\_\_ (email)\_\_\_\_\_.

Sincerely,

Crystal Darcus  
 Relocation Coordinator

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

cc: A copy of this letter is required in your Resident case and relocation file. This notice was delivered (e.g. personally served or certified mail, return receipt requested) - and the date of delivery.

**EXHIBIT J**  
**Relocation Plan Assurances**

I CERTIFY THAT THIS RELOCATION AND HOUSING STABILITY PLAN CONTAINS ACCURATE INFORMATION AND HAS BEEN PREPARED IN ACCORDANCE WITH 49 CFR PART 24, UNIFORM RELOCATION ASSISTANCE (URA) AND REAL PROPERTY ACQUISITION FINAL RULE AND NOTICE, AS MAY BE AMENDED. I FURTHER ASSURE THAT:

1. Services will be provided to ensure that displacement does not result in different, or separate treatment of households based on race, nationality, color, religion, national origin, sex, sexual orientation, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, as well as otherwise arbitrary, or unlawful discriminations;
2. Relocation staff will follow URA requirements;
3. Relocation staff who will implement this plan are familiar with its contents and the requirements;
4. Sufficient funds have been appropriated, reserved, set aside or otherwise committed to cover the anticipated relocation costs;
5. Families and individuals will have full opportunity to occupy comparable, decent, safe and sanitary housing;
6. Relocation payments will be made promptly and to the full extent for which tenants are eligible;
7. The project activities have been planned in a manner that will minimize hardships to tenants;
8. All tenants will be given a reasonable period of time to move and no one will be required to move unless a comparable replacement unit is available or provided for;
9. Relocation assistance and advisory services will be provided in accordance with the needs of the tenant.

\_\_\_\_\_  
CRHA Executive Director

\_\_\_\_\_  
CRHA Board of Directors (Chairperson)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

[illegible]

\*\*\*Representative comparative to be used as basis for determining maximum Replacement Housing Payments

Handbook 1378  
Appendix 21

**EXHIBIT L**  
**Relocation Orientation Form**  
**Relocation Orientation Form**

**Date:** \_\_\_\_\_ **Location:** \_\_\_\_\_ **Unit #:** \_\_\_\_\_

**Name of resident & others in attendance:** \_\_\_\_\_

<b>Who?</b>	Who is involved in developing your Individually Tailored Housing and Relocation Stability Plan "ITHRSP"?	You have the primary role in establishing your housing plan. If you are involved with other service providers, you will be asked if your case managers can be involved in the discussion to ensure that each provider is aligned with your plan. The role of the Relocation Coordinator is to support you with the follow through, and achievement of the plan. We encourage you to identify someone else to accompany you to your planning meeting for an extra set of eyes and ears. This could be a family member, friend, pastor, PHAR, legal aid, etc. Do you need help finding someone? _____
<b>What?</b>	What is an Individually Tailored Housing and Relocation Stability Plan?	Plans document all the steps both you and the Relocation Coordinator will take to support you in moving towards permanent housing. The plan addresses the steps needed to build on your resources and addresses any barriers. There are clear timelines so everyone knows what happens next, when things need to be done, and who is responsible for each action step. i.e. Where you are going, when the movers are coming, etc.
<b>Where?</b>	Where are Plans created?	Plans are developed onsite with the individuals who are being relocated from their current public housing location due to redevelopment.
<b>When?</b>	When are Plans created?	As soon as possible before relocation. It takes some time to make sure all of the supports are in place for your move. The sooner the work begins the better. This is an opportunity for you to capitalize on each day to work towards preparing for the move and to leave you in a better place than you were before relocation.
<b>Why?</b>	Why are Plans Important?	Plans create a clear road map for both you and the Relocation Coordinator. All of us know who is working on what and why. If you are struggling, the plan should be modified to adjust for the challenges you are facing. It is important to talk to your Relocation Coordinator about existing support systems, transportation, etc. that may be impacted by the move.
<b>How?</b>	How are Plans created?	Plans are developed with you before relocation. They reflect your voice and expressed goals. They include long-term and short-term goals. They have timelines and note who is responsible for completing each action item. Again, they can be updated or changed as needed. <i>Please see attached Sample Intake Questions and Relocation Information Brochure.</i>

**Questions?:** \_\_\_\_\_

*When would you like to meet to work on your Plan?* \_\_\_\_\_

*I reviewed the above information for relocation planning with my Relocation Coordinator.*

**Signature of Resident:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Relocation Coordinator:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Sample Intake Questionnaire:****Housing History**

1. Tell me about what works best for you living at South First Street. Have you lived anywhere else that worked really well for you and if so, what was it about that situation that worked well?
2. What about South First Street does not work well for you?
3. What are some things relevant to your housing that you need to make sure are in place at your new residence?
4. What current programs are you involved with who may need to be contacted?

**Housing Challenges/ Wrap Around Service Needs**

1. What are your concerns about moving? Would you prefer to move to another location and if so what CRHA sites is your preference?
2. What do you use for transportation? What are some places you need to get to, or people that need to get to you, that may be impacted by moving? (schools, childcare, medical, mental health Current job and job options?
3. Do you need any special accommodations that are not currently in place?
4. Are there resources you need that the Relocation Coordinator can help you connect with? (food, medicine, healthcare)
5. Do you know if you have any housing or related debt (past due rent, utilities, etc.?) (opportunity to chat about opportunity to set financial goals and work with financial opportunity center)
6. Any anticipated changes on the horizon?

**Alternative Housing**

1. Where would you like to live next? Is there a neighborhood you have in mind? Is there an area where you want to avoid?
2. Where do you have friends or family?
3. What kind of place are you looking for? What size unit?
4. What monthly rent are you trying to target? How much do you think you can afford each month?
5. How far are you willing/able to travel to/from home and work?

**Other:**

Are you interested in opportunities for employment such as Section 3?  
What are some goals you have? How can I help you with your goals?

## EXHIBIT M Resources

Real Estate Acquisition and Relocation Overview in HUD Programs - HUD Exchange

7/15/19, 3:30 PM

[Home \(/\)](#) > [Programs \(/programs/\)](#) > [Real Estate Acquisition and Relocation \(/programs/relocation/\)](#) > Real Estate Acquisition and Relocation Overview in HUD Programs

# Real Estate Acquisition and Relocation Overview in HUD Programs

**MAP-21 Update:** The material on this web page may not reflect the MAP-21 URA updates. Refer to [Notice CPD-14-09 \(/resources/documents/notice-cpd-14-09-effective-date-of-map-21-changes-to-ura.pdf\)](#) for MAP-21 for implementation guidance.

This module provides critical information on how HUD programs and projects may be impacted by two federal laws: the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and Section 104(d) of the Housing and Community Development Act.

### Overview of the URA

#### Planning for Real Estate Acquisition and Relocation

#### What is a Program or Project?

#### Voluntary Acquisition vs. Involuntary Acquisition of Property

#### Key Acquisition Steps - Involuntary Acquisition

#### Who is Displaced? / Who is Not Displaced?

#### Relocation Notices

#### Relocation Advisory Services

#### Residential Relocation

#### Housing of Last Resort

#### Temporary Relocation

#### Nonresidential Relocation

#### Overview of Section 104(d)

#### Additional Information

## Overview of the URA

The Uniform Relocation Assistance and Real Property Acquisition Act (URA), is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The URA's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects.

- 49 CFR Part 24 (<https://www.gpo.gov/fdsys/pkg/FR-2005-01-04/pdf/05-6.pdf>) is the government-wide regulation that implements the URA.
- HUD Handbook 1378 ([https://www.hud.gov/program\\_offices/administration/hudclips/handbooks/cpd/13780](https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780)) provides HUD policy and guidance on implementing the URA and 49 CFR Part 24 for HUD funded programs and projects.

This module covers URA requirements as they apply to HUD programs.

## What are the URA's objectives?

- To provide uniform, fair and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects
- To ensure relocation assistance is provided to displaced persons to lessen the emotional and financial impact of displacement
- To ensure that no individual or family is displaced unless decent, safe, and sanitary (DSS) housing is available within the displaced person's financial means
- To help improve the housing conditions of displaced persons living in substandard housing
- To encourage and expedite acquisition by agreement and without coercion

## How do URA requirements impact your project?

Agencies conducting a program or project under the URA must carry out their legal responsibilities to affected property owners and displaced persons. Agencies should plan accordingly to ensure that adequate time, funding and staffing are available to carry out their responsibilities.

Some of those responsibilities include:

### For Real Property Acquisition

- Appraise property before negotiations
- Invite the property owner to accompany the appraiser during the property inspection
- Provide the owner with a written offer of just compensation and a summary of what is being acquired
- Pay for property before possession
- Reimburse expenses resulting from the transfer of title such as recording fees, prepaid real estate taxes, or other expenses

Please note that agency responsibilities for voluntary acquisitions differ. (Please see Voluntary Acquisition vs. Involuntary Acquisition in this training module for additional information.)

**For Residential Displacements**

- Provide relocation advisory services to displaced tenants and owner occupants
- Provide a minimum 90 days written notice to vacate prior to requiring possession
- Reimburse for moving expenses
- Provide payments for the added cost of renting or purchasing comparable replacement housing

**For Nonresidential Displacements (businesses, farms, and nonprofit organizations)**

- Provide relocation advisory services
- Provide a minimum 90 days written notice to vacate prior to requiring possession
- Reimburse for moving and reestablishment expenses

**Which HUD Programs are covered by URA Requirements?**

URA requirements apply to most HUD programs. There are, however, some exceptions such as PIH's Section 18 Demolition and Disposition program (24 CFR Part 970).

You should refer to HUD's program rules to help determine whether the URA covers a particular program. When in doubt, grantees should contact their HUD Regional Relocation Specialist for assistance.

# Tab K:

Documentation of Development Location:

# **Tab K.1**

Revitalization Area Certification

## **RESOLUTION**

### **Revitalization Area Certification for South 1<sup>st</sup> Street Parcel ID: 260115000**

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the South 1<sup>st</sup> Street site is located within a Revitalization Area, defined by the Virginia Housing Development Authority as any area that 1) 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 2) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in 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.

Approved by Council  
February 4, 2019

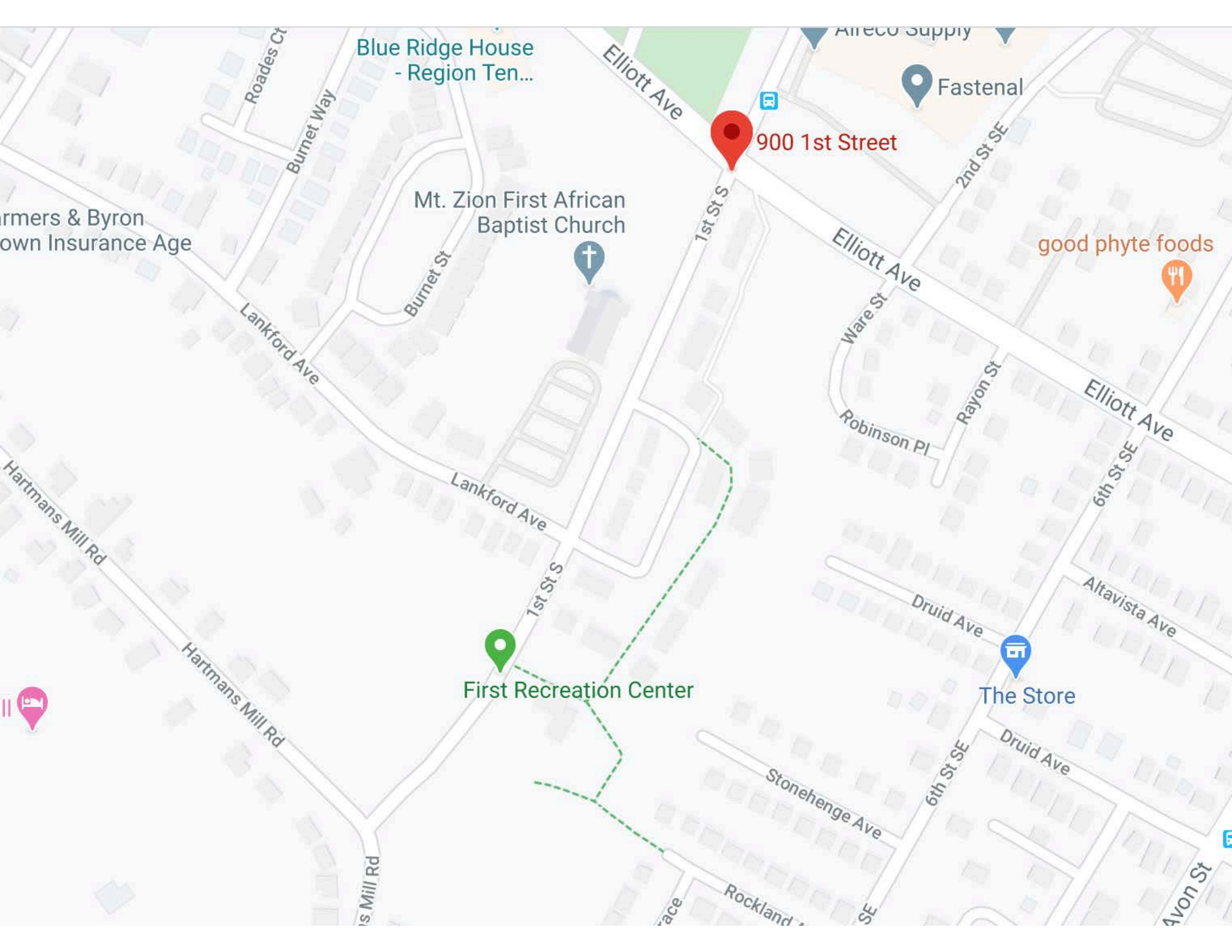


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Kyna Thomas  
Clerk of Council

# Tab K.2

Location Map





# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation



LAND SURVEYING  
ENGINEERING  
LAND PLANNING

JIM L. TAGGART, P.E.  
DON FRANCO, P.E.  
DUSTIN GREENE, PE  
AMMY M. GEORGE, PLA

# ROUDABUSH, GALE & ASSOCIATES, INC.

A PROFESSIONAL CORPORATION  
*Serving Virginia Since 1956*

ENGINEERING DEPARTMENT  
172 SOUTH PANTOPS DRIVE, STE. A  
CHARLOTTESVILLE, VA 22911  
PHONE (434) 979-8121  
FAX (434) 979-1681

SURVEY DEPARTMENT  
914 MONTICELLO ROAD  
CHARLOTTESVILLE, VA 22902  
PHONE (434) 977-0205  
FAX (434) 296-5220

INFO@ROUDABUSH.COM



WILLIAM J. LEDBETTER, L.S.  
BRIAN D. JAMISON, L.S.  
NICHOLAS M. HUTCHINSON, L.S.

## Surveyor's Certification of Proximity to Transportation

DATE: 2/6/2020

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

RE: 2020 Tax Credit Reservation Request

Name of Development: South First Street Phase Two  
Name of Owner: South First Phase Two LLC

Gentlemen:

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

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

- ☐ 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; or
- ☒ 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Roudabush, Gale and Associates, Inc.

Firm Name

By:

Ammy M. George

Its:

Vice President

Title

# Tab L:

PHA / Section 8 Notification Letter



## PHA or Section 8 Notification Letter

Development Name: South First Phase Two

Tracking #: 2022 C-42

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

### General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
5. 'Proposed Rents' should correspond with VII.C of the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

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

# PHA or Section 8 Notification Letter

**DATE:**

**TO:** John M Sales  
Charlottesville Redevelopment and Ho  
PO Box 1405, Charlottesville Virginia 2

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: South First Phase Two

Name of Owner: South First Phase Two, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on 7-15-2024 (date).

The following is a brief description of the proposed development:

**Development Address:**

900 First Street South. The project is new construction of 113 garden style and tonwhome apartments with parking and community space.

**Proposed Improvements:**

<input checked="" type="checkbox"/> New Constr.:	<u>113</u>	# units	<u>21</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u>          </u>	# units	<u>          </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u>          </u>	# units	<u>          </u>	# Bldgs

**Proposed Rents:**

<input type="checkbox"/> Efficiencies:	\$ <u>          </u>	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>650</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>750</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>825</u>	/ month
<input checked="" type="checkbox"/> 4 Bedroom Units:	\$ <u>950</u>	/ month

**Other Descriptive Information:**

## PHA or Section 8 Notification Letter

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We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at  
(434) ~~422~~ 9297.

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

Sincerely yours,

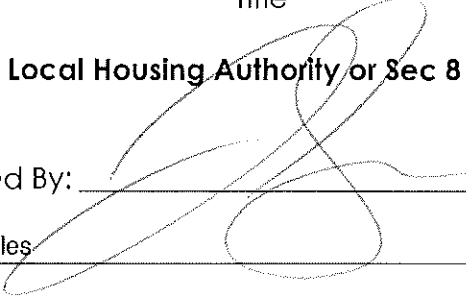
John M Sales

Name

President of Charlottesville Community Development Corporation

Title

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

Seen and Acknowledged By:  \_\_\_\_\_

Printed Name: John M. Sales \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Phone: 434 422 9297 \_\_\_\_\_

Date: March 1, 2022 \_\_\_\_\_

# **Tab M:**

Locality CEO Response Letter

# CITY OF CHARLOTTESVILLE

*"To be One Community Filled with Opportunity"*

Office of the City Manager

P.O. Box 911 • Charlottesville, Virginia 22902

Telephone 434-970-3101

Fax 434-970-3890

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



February 14, 2022

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

Virginia Housing Tracking Number: 2022-C-42  
Development Name: South First Phase Two  
Name of Owner/Applicant: South First Phase Two, LLC

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the City of Charlottesville. Accordingly, the City of Charlottesville supports the allocation of federal housing tax credits requested by South First Phase Two, LLC for this development.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sam Sanders, Jr.", is written over a horizontal line.

Sam Sanders, Jr.  
Deputy City Manager for Operations



Not Applicable

**Tab N:**

Homeownership Plan

Not Applicable

## **Tab O:**

Plan of Development Certification Letter

# Not Applicable

## **Tab P:**

Developer Experience documentation and Partnership agreements

# **Tab Q:**

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

# CHARLOTTESVILLE REDEVELOPMENT & HOUSING AUTHORITY

P.O. BOX 1405

CHARLOTTESVILLE, VIRGINIA 22902

TELEPHONE/TTY/711: (434) 326-4672 FAX: (434) 971-4797

[www.cvillerha.com](http://www.cvillerha.com)



March 1, 2022

Mr. JD Bondurant  
LIHTC Program Director  
Virginia Housing Development Authority  
601 S. Belvidere Street  
Richmond, VA 23220-6500

Re: South First Phase Two LLC 2022-C-42

Dear Mr. Bondurant:

The Charlottesville Redevelopment and Housing Authority (CRHA) administers the Section 8 housing program for the City of Charlottesville with a capacity of approximately 344 housing choice vouchers.

The CRHA also operates a public housing program under an Annual Contributions Contract with HUD consisting of 376 units.

The CRHA made an application to HUD for demolition and disposition, and mixed-finance approval for the redevelopment of the South First Street property. As part of that application the Charlottesville Redevelopment and Housing Authority has committed to project-base 38 housing choice vouchers, and 20 Section 9 units in order to subsidize 58 of the 113 apartments in the development.

Please don't hesitate to contact me if you should have any further questions about this commitment.

Thank you for your attention to this matter.

Sincerely,

John M. Sales  
Executive Director



CRHA does not discriminate on the basis of race, color, sex, age, religion, national origin, disability, veteran status, or union affiliations in any of its federally assisted programs and activities.



**City of Charlottesville**  
**Jason A. Vandever, Treasurer**  
**P.O. Box 2854**  
**Charlottesville, VA 22902**  
**Telephone (434) 970-3146 Fax (434) 970-3148**



February 11, 2022

To whom it may concern,

RE: Charlottesville Redevelopment and Housing Authority

This letter is to confirm that the Charlottesville Redevelopment and Housing Authority pays the City of Charlottesville a Payment in Lieu of Taxes (PILOT) based on a calculation derived from HUD Form "Computation of Payments in Lieu of Taxes." The last payment was made on March 26, 2021 in the amount of \$46,117.82. The payment is made annually.

Sincerely,

Jason Vandever  
Treasurer  
City of Charlottesville

# **Tab R:**

Documentation of Operating Budget and Utility  
Allowances

**Utility Allowance Schedule**

See Public Reporting and Instructions on back.

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

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

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

Locality/PHA <b>CRHA Housing Choice Voucher</b>		Unit Type <b>3 Exposed Walls</b>					Date (mm/dd/yyyy) <b>1/01/2022</b>
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	9	13	17	21	25	30
	Bottled Gas	51	72	91	112	142	163
	Electric	21	28	36	43	55	63
	Electric – Heat Pump						
	Fuel Oil	30	42	53	65	83	95
	Other						
Cooking	Natural Gas	2	2	3	3	4	5
	Bottled Gas	8	11	14	18	22	26
	Electric	3	4	5	6	7	8
	Other						
Other Electric		10	14	18	22	28	32
Air Conditioning		6	7	9	12	15	17
Water Heating	Natural Gas	4	5	6	8	10	11
	Bottled Gas	19	27	34	41	53	61
	Electric	9	12	15	19	24	27
	Fuel Oil	11	15	20	24	31	35
Water		18	24	31	37	48	54
Sewer		21	29	38	46	59	67
Trash Collection		14	14	14	14	14	14
Other – specify							
Range/Microwave		2	2	2	2	2	2
Refrigerator		3	3	3	3	3	3
<b>Actual Family Allowances</b> – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance
Head of Household Name					Heating		
					Cooking		
					Other Electric		
					Air Conditioning		
Unit Address					Water Heating		
					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range/Microwave		
					Refrigerator		
					Total		



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

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

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

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

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

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

The public reporting burden for this information collection is estimated to be up to 0.25 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number.

**Privacy Act Statement:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

# Not Applicable

## **Tab S:**

Supportive Housing Certification

# **Tab T:**

Funding Documentation

## **RESOLUTION**

### **Financial Resolution Supporting South 1<sup>st</sup> Street Parcel Number: 260115000**

**NOW, THEREFORE BE IT RESOLVED** that the Council of the City of Charlottesville, Virginia hereby commits up to \$3,000,000 in the form of grants for the redevelopment of South 1<sup>st</sup> Street Phase 2. The commitment of up to \$3,000,000 will help to subsidize this project which in turn will create approximately 113 new or replacement affordable housing units in the City of Charlottesville. This commitment is currently programmed into the City of Charlottesville's Capital Improvement Program over a two-year period beginning on July 1, 2020 and concluding on June 30, 2022. This commitment will be made to Charlottesville Redevelopment and Housing Authority.

Approved by Council  
February 18, 2020



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Kyna Thomas, CMC  
Clerk of Council

AFFORDABLE HOUSING  
OPPORTUNITY FUND



March 1, 2022

Mr. John M. Sales  
Executive Director  
Charlottesville Redevelopment and Housing Authority  
PO Box 1405  
Charlottesville, VA 22902

Re: South First Phase Two

Dear Mr. Sales,

I am pleased to inform you that The Affordable Housing Opportunity Fund (the "AHOF") has agreed to provide a grant in the amount of \$4,000,000.00 to be used as construction and permanent financing of the development costs for the above referenced project. The award of these funds is conditioned solely on approval by the US Department of Housing and Urban Development of the Demolition-Disposition, Mixed-Finance, and Project-basing proposals for this project, and LIHTC equity commitments, and completion of due diligence with respect to the project team.

We understand that the AHOF funds will be used for the new construction of 113 affordable dwelling units and related community space to be located at the South First Street site. These brand new dwelling units will be important in addressing the City of Charlottesville's pressing need for more affordable housing.

Thank you for bringing this opportunity to AHOF and we wish you well in your applications for financing. We look forward to working with you on this exciting endeavor.

Sincerely,

Ashley Davies  
Executive Director

# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing

## Virginia Housing Renter Education Program

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:

**RIGHT OF FIRST REFUSAL AGREEMENT**  
**(South First Phase Two)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among **SOUTH FIRST STREET PHASE TWO, LLC** a Virginia limited liability company (the "Owner" or the "Company"), , **Charlottesville Redevelopment and Housing Authority**, a political subdivision of the Commonwealth (the "Grantee"), and is consented to by **SOUTH FIRST PHASE TWO MANAGEMENT, 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 [Amended and Restated] 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 an 47-unit apartment project for families located in Charlottesville, Virginia and commonly known as "Sixth Street Phase One 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 the 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 (14<sup>th</sup>) 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.

#### 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 [\_\_\_\_], 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).

B. 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, John M Sales, Executive Director; and

#### 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 non-profit 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

**SOUTH FIRST PHASE TWO, LLC**, a [Virginia] limited liability company

By: South First Phase Two Management, LLC, a [Virginia] limited liability company, its managing member

By: Charlottesville Community Development Corporation, its sole member

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

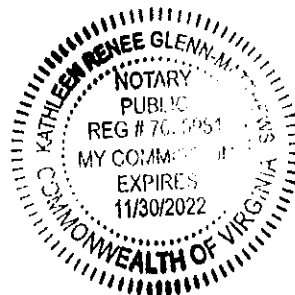
COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Charlottesville )

On February 28, 2022, before me, the undersigned, a notary public in and for said state, personally appeared [Don Soley], 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 [, the managing member of the [Managing Member Entity], which is the managing member of [Owner Entity] and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

[Signature]  
Notary Public

Commission expires: 11/30/2022

Registration No.: 7029981





**GRANTEE:**

**Charlottesville Redevelopment and Housing  
Authority**

, a political subdivision of the Commonwealth

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

Name: John M Sales

Title: Executive Director

COMMONWEALTH OF VIRGINIA )

CITY/COUNTY OF Charlottesville )

On February 28, 2022, before me, the undersigned, a notary public in and for said state, personally appeared [ John Sales ], 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 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: 11/30/2022

Registration No.: 7029981



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**

[insert legal]

### **Legal Description.**

All that certain lot, piece or parcel of land, designated as TMP 26-115.000 on the City of Charlottesville Tax maps, and being a portion of the property shown on plat recorded at Instrument #2019-00000770 in the Clerks Office of the Circuit Court of the City of Charlottesville and more particular described as follows.

Commencing at the Point of Beginning, a Nail on the Eastern Right of Way of 1<sup>st</sup> Street South, a common corner to TMP 26-115.001, thence North 34°07'01" East, a distance of 70.28 feet to a concrete monument;

thence North 27°36'48" East, a distance of 260.48 feet to a drill hole;

thence North 27°36'48" East, a distance of 12.45 feet to a nail;

thence North 23°27'38" East, a distance of 730.09 feet to an iron;

thence South 59°51'32" East, a distance of 309.99 feet to an iron;

thence South 35°11'55" West, a distance of 152.84 feet to a capped pipe;

thence South 08°58'38" West, a distance of 92.21 feet to an iron;

thence South 14°42'22" East, a distance of 20.55 feet to an iron;

thence North 69°52'45" West, a distance of 11.37 feet to an iron;

thence South 09°33'05" West, a distance of 40.69 feet to an iron;

thence South 69°52'45" East, a distance of 27.41 feet to a corner on a manhole;

thence South 09°22'15" West, a distance of 98.38 feet to an iron;

thence North 66°56'05" West, a distance of 27.65 feet to an iron;

thence South 09°16'12" West, a distance of 137.83 feet to an iron;

thence South 31°25'25" West, a distance of 130.38 feet to an iron;

thence North 62°54'12" West, a distance of 9.01 feet to an iron;

thence South 36°06'48" West, a distance of 172.01 feet to an iron;

thence South 61°35'22" East, a distance of 24.50 feet to an iron;

thence South  $36^{\circ}16'38''$  West, a distance of 193.08 feet to an iron;

thence North  $87^{\circ}12'50''$  West, a distance of 159.61 feet to an iron;

thence North  $56^{\circ}13'22''$  West, a distance of 171.47 feet to the Point of Beginning. Containing 7.938 Acres, more or less.

# **Tab W:**

Internet Safety Plan and Resident Information Form (if  
internet amenities selected)

# Draft Internet Security Plan

## Network Security:

### 1. Purpose

This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to a (Owner) network. Only those wireless infrastructure devices that meet the requirements specified in this standard or are granted an exception by the InfoSec Team are approved for connectivity to the Owner's network.

Network devices including, but not limited to, hubs, routers, switches, firewalls, remote access devices, modems, or wireless access points, must be installed, supported, and maintained by an Information Security (Infosec) approved support organization.

### 2. Scope

All employees, contractors, consultants, temporary and other workers at Owner and its subsidiaries/affiliates, including all personnel that maintain a wireless infrastructure device on behalf of the Owner, must comply with this standard. This standard applies to wireless devices that make a connection the network and all wireless infrastructure devices that provide wireless connectivity to the network. Infosec must approve exceptions to this standard in advance.

### 3. Standard

#### 3.1 General Requirements:

All wireless infrastructure devices that connect to the Owner's network or provide access to the Owner Confidential, Owner Highly Confidential, or Owner Restricted information must:

- Use Extensible Authentication Protocol-Fast Authentication via Secure Tunneling (EAP-FAST), Protected Extensible Authentication Protocol (PEAP), or Extensible Authentication Protocol-Translation Layer Security (EAP-TLS) as the authentication protocol.
- Use Temporal Key Integrity Protocol (TKIP) or Advanced Encryption System (AES) protocols with a minimum key length of 128 bits.
- All Bluetooth devices must use Secure Simple Pairing with encryption enabled.4.2Lab and Isolated Wireless Device Requirements
- Lab device Service Set Identifier (SSID) must be different from the Owner's production device SSID.
- Broadcast of lab device SSID must be disabled.4.3 Home Wireless Device Requirements  
All home wireless infrastructure devices that provide direct access to the Owner's network, such as those behind Enterprise Teleworker (ECT) or hardware VPN, must adhere to the following:
- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS



- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec Team in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Equipment

### 1. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at (Owner). These rules are in place to protect the employee and Owner. Inappropriate use exposes the Owner to risks including virus attacks, compromise of network systems and services, and legal issues.

### 2. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the Owner's business or interact with internal networks and business systems, whether owned or leased by Owner, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Owner and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Owner's policies and standards, and local laws and regulation. Exceptions to this policy are documented in section 5.2.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Owner including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Owner.

### 3. Policy

#### 3.1 General Use and Ownership

3.1.1 Owner proprietary information stored on electronic and computing devices whether owned or leased by Owner, the employee or a third party, remains the sole property of the Owner. You must ensure through legal or technical means that proprietary information is protected in accordance with the Data Protection Standard.

3.1.2 You have a responsibility to promptly report the theft, loss or unauthorized disclosure of Owner proprietary information.

3.1.3 You may access, use or share Owner proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.

3.1.4 Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3.1.5 For security and network maintenance purposes, authorized individuals within Owner may monitor equipment, systems and network traffic at any time, per Infosec's Audit Policy.

3.1.6 Owner reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

#### 3.2 Security and Proprietary Information

3.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.

3.2.2 System level and user level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

3.2.3 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.2.4 Postings by employees from an Owner email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Owner, unless posting is in the course of business duties.

3.2.5 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

### 3.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Owner authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Owner-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

#### 3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Owner.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Owner or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting Owner's business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Owner computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Owner account.

- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. 11. Port scanning or security scanning is expressly prohibited unless prior notification to Infosec is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Introducing honeypots, honeynets, or similar technology on the <Company Name> network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Owner's employees to parties outside Owner.

### 3.3.2 Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the company". Questions may be addressed to the IT Department

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks or other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

### 3.3.3 Blogging and Social Media

1. Blogging by employees, whether using Owner's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Owner's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Owner's policy, is not detrimental to Owner's best interests, and does not interfere with an employee's regular work duties. Blogging from Owner's systems is also subject to monitoring.
2. Owner's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Owner confidential or proprietary information, trade secrets or any other material covered by Owner's Confidential Information policy when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Owner and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing when blogging or otherwise engaging in any conduct prohibited by Owner's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to Owner when engaged in blogging. If an employee is expressing his other beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Owner's Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Owner's trademarks, logos and any other Owner intellectual property may also not be used in connection with any blogging activity

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosecteam will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosecteam in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Internet Acceptable Use Policy (AUP)

All users of \_\_\_\_\_ Internet services agree to and must comply with this Acceptable Use Policy (AUP). \_\_\_\_\_ does not exercise editorial control or review over the content of any Web site, electronic mail transmission, paper printout, newsgroup, or other material created or accessible over or through the Services. However, \_\_\_\_\_ may remove, block, filter, or restrict by any other means any materials that, in \_\_\_\_\_ sole discretion, may be illegal, may subject \_\_\_\_\_ to liability, or which may violate this AUP. \_\_\_\_\_ may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or \_\_\_\_\_ account or other actions as detailed below.

The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and \_\_\_\_\_ remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of \_\_\_\_\_'s or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- **Reselling the services:** Reselling the Services without \_\_\_\_\_'s authorization.

- **Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the users's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the users's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- **High Volume, Server Hosting, and non-traditional end user activities:** The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by .

requests that anyone who believes that there is a violation of this AUP direct the information to the property manager.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

may take any one or more of the following actions, or other actions not listed, at 's sole discretion in response to complaints:

- Issue warnings: written or verbal
- Terminate the user's access
- Bill the user for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

reserves the right to revise, amend, or modify this AUP, and our other policies and agreements at any time and in any manner.

provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection. These security issues range from viruses, worms and other programs that can damage the user's computer to attacks on the computer by unauthorized or unwanted third parties. These parties, known commonly as "hackers" may attempt to penetrate the user's computer and download information from the user's computer. If the user has unprotected files on the computer, these files may be visible to hackers on the Internet, potentially

including parties with criminal intent. Hackers also exploit vulnerabilities in operating systems to cause malicious damage to a user's computer or even a whole company's network, up to and including the destruction or deletion of files or the re-formatting of drives. It is recommended that the user uses either a personal firewall or Virtual Private Network systems to protect this information.                advises the user that he/she should consult a security expert to determine whether there are any potential security holes in their computer's configuration.

SPECIFICALLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF.                PROVIDES ACCESS TO THE INTERNET AND THE NETWORK ON AN "AS IS" BASIS WITH ALL RISKS INHERENT IN SUCH ACCESS. BY CONNECTING TO THE                NETWORK, THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET OR DOCUMENT PRINTING AND HEREBY RELEASES AND INDEMNIFIES                FROM ANY DAMAGES THAT MIGHT OCCUR.

Acknowledgment of Resident:

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed: \_\_\_\_\_





The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

# Basic Internet Skills

Microsoft Windows PCs

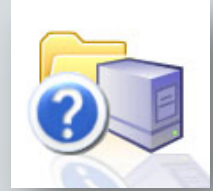
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[www.NetLiteracy.org](http://www.NetLiteracy.org)



## What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

## Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not



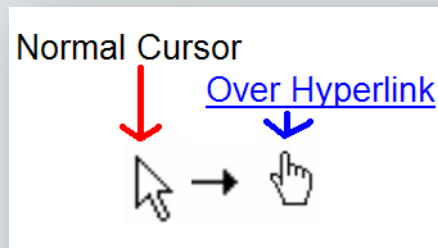
necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.



## Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and blue, however they can be any color and or even a picture. How

do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

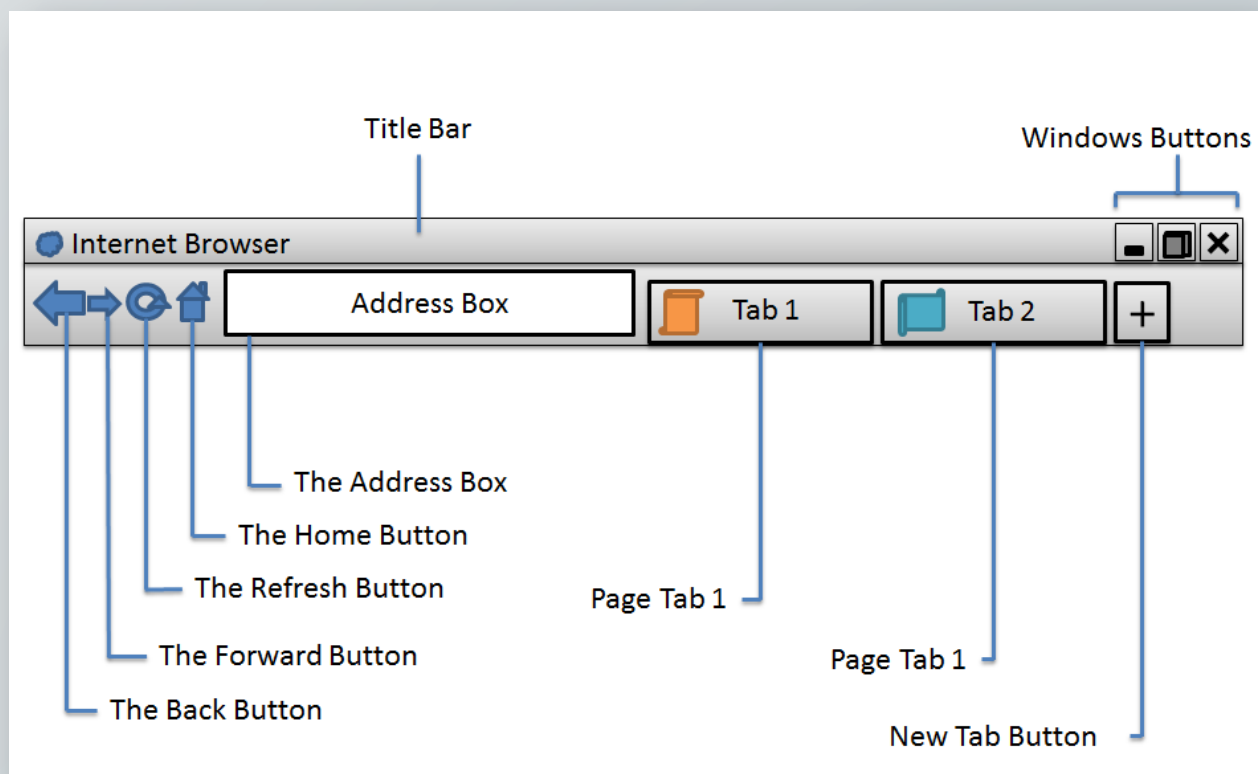
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.





## Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).





## The Buttons

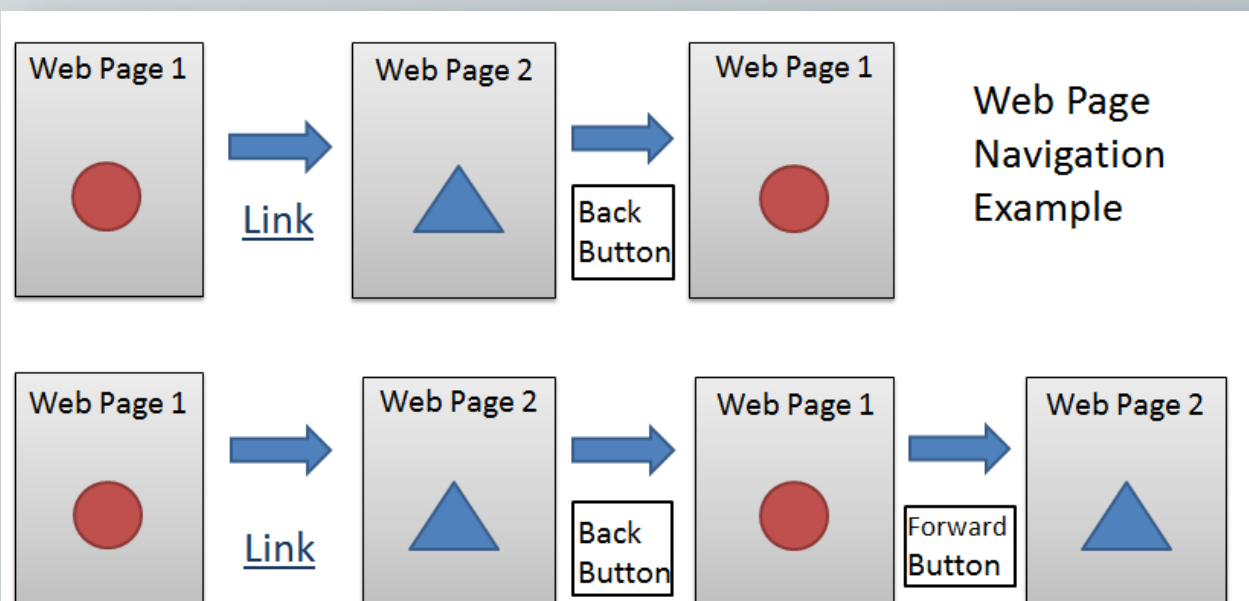
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**The Forward Button** – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

**The Refresh Button** – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

**The Home Button** - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.

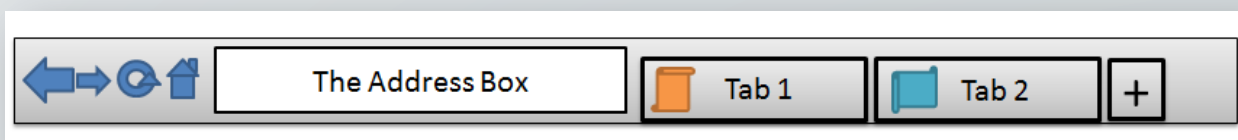






## The Address Box

**The Address Box** – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



<http://www.google.com>

**Http://** - Begins most web addresses. Tells the internet browser what protocol to use.

**www** - Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

**.(dot)** - Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

**Domain name** - Example: “Google” - A series of numbers, letters or hyphens “-” that identifies the owner of the address.

**“.” (dot)** - See previous Definition

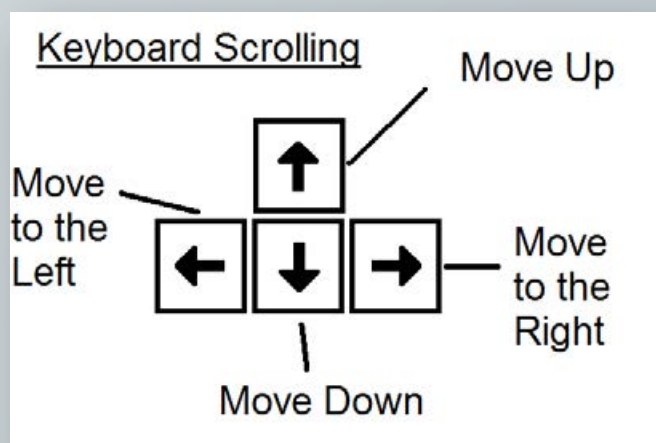
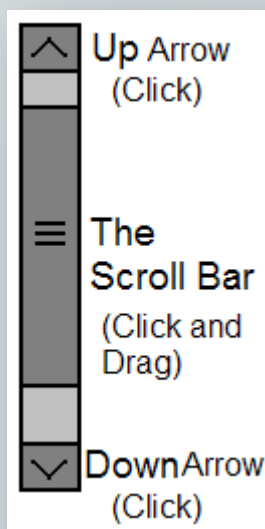
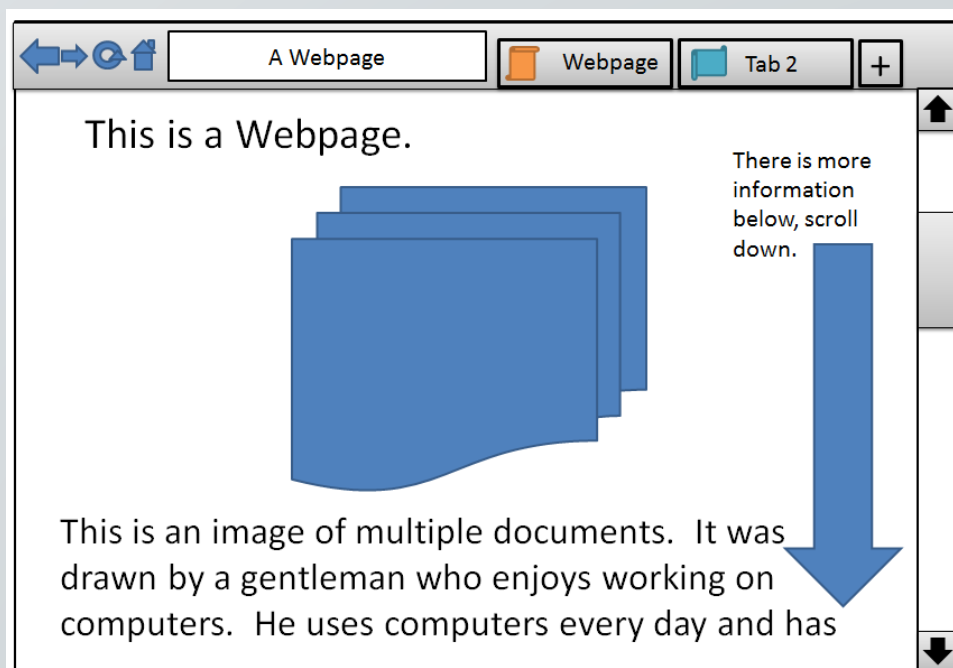
**The Domain** - At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United Kingdom

**Important:** Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



## Scrolling on Webpages

One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.

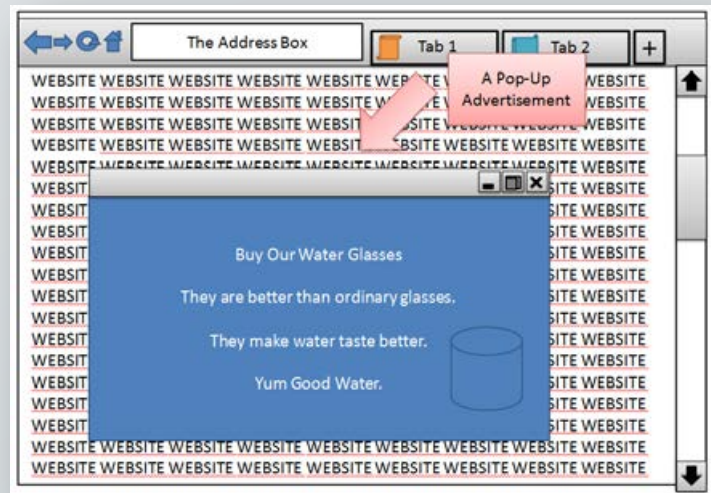


## Pop Up Advertisements



On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**.

These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.



## Searching the Internet

Because there are so many things on the Internet, it is

frequently hard to locate exactly what you are looking for. Search engines such as Google ([www.google.com](http://www.google.com)) are very helpful and allow you search the Internet.

A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a





wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

### Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing [www.google.com](http://www.google.com) in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



### Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



## Internet Glossary

**Browser** – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

**Cyberspace** – The world of computer networks.

**Domain Name** – A unique name that identifies a specific computer on the Internet.

**Download** – A term for transferring software or other files from one computer to another.

**Email** – Electronic Mail – Messages sent from one specific user to another using the Internet.

**Email address** – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

**Home Page** – The first page of a Website, similar to a table of contents.

**HTML** – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

**HTTP** – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

**Hypertext** – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

**Link** – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

**Search Engine** – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

**URL** – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

**Webpage** – A hypertext document available on the World Wide Web.

**Website** – A collection of webpages.

**World Wide Web** – A collection of resources available on the Internet using a web browser.

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

## South First Phase Two, LLC

### Charlottesville, Virginia

#### Low Income Housing Tax Credit Application for Reservation

#### VHDA Accessibility Requirements for Section 504 of the Rehabilitation Act

#### Marketing Plan

South First Phase Two, LLC is proposing to undertake the construction of new, low income housing units on South First Street in Charlottesville, VA. The project will result in the creation of a total of 113 one, two, three, four and five-bedroom apartments and will utilize proceeds from the syndication of Low Income Housing Tax Credits. This initiative is being undertaken in accordance with the requirements of VHDA's QAP.

Twelve (12) apartments at the complex are designed to serve persons with physical disabilities. Accordingly, the following will apply:

- (1) New construction on such apartments will conform to HUD regulations defining the accessibility requirements of Section 504 of the Rehabilitation Act.
- (2) Marketing for residents to occupy these units will be targeted to people with special needs. These fully accessible apartments will include zero step entrances, open floor plans, roll under sinks and counters, ranges with front controls, wide doors and hallways, and fully accessible bathrooms. All of the building amenities and services will be on accessible pathways.
- (3) People with developmental disabilities will be given a preference for occupancy.
- (4) Unless the unit is rented to a qualified disabled resident, units will be held vacant for a minimum of 60 days during which ongoing marketing efforts are documented and reported to VHDA's program compliance officer before being authorized to rent to non-disabled household.

Contacts will be made to the organizations below in advance of the completion of the construction of the project to insure that the apartments are occupied as quickly as possible by the people who need them.

Further, throughout the compliance period, regular contacts will be made with residents of such units to determine if their needs have changed. Contacts will also be made regularly to those local organizations at initial occupancy but also throughout the term of the lease.

- Region 10 Community Services Board  
500 Old Lynchburg Road  
Charlottesville, Virginia 22903  
April Oliver, Contact Person
- The ARC of Charlottesville  
509 Park Street  
Charlottesville, Virginia 22902

In addition to the above, the property will be affirmatively market to the target population as follows:

- Registering South First Phase Two and vacancies on VirginiaHousingSearch.com
- Registering South First Phase Two and vacancies on accessva.org
- Registering South First Phase Two in the Virginia Housing Directory
- Communicating regularly with the appropriate personnel at the Virginia Department of Behavioral Health and Developmental Services Housing Team regarding vacancies at the property.
- Communicating regularly with the Asset Management staff at VHDA.
- Communicating with the Charlottesville United Way.

# Not Applicable

## **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

# Not Applicable

## **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

# Not Applicable

## **Tab AA:**

Priority Letter from Rural Development



# Not Applicable

## **Tab AB:**

Socially Disadvantaged Population  
Documentation