

---

# 2024 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### **Deadline for Submission**

#### 9% Competitive Credits

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

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2024 LIHTC APPLICATION FOR RESERVATION

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

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

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 14, 2024**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

**Applicants should submit all application materials in electronic format only via your specific Procorem workcenter.**

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

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

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

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

### Assistance:

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

### Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861
Hadia Ali	<a href="mailto:hadia.ali@virginiahousing.com">hadia.ali@virginiahousing.com</a>	(804) 343-5873

**TABLE OF CONTENTS**

Click on any tab label to be directed to location within the application.

<b>TAB</b>	<b>DESCRIPTION</b>
1. <a href="#"><u>Submission Checklist</u></a>	Mandatory Items, Tabs and Descriptions
2. <a href="#"><u>Development Information</u></a>	Development Name and Locality Information
3. <a href="#"><u>Request Info</u></a>	Credit Request Type
4. <a href="#"><u>Owner Information</u></a>	Owner Information and Developer Experience
5. <a href="#"><u>Site and Seller Information</u></a>	Site Control, Identity of Interest and Seller info
6. <a href="#"><u>Team Information</u></a>	Development Team Contact information
7. <a href="#"><u>Rehabilitation Information</u></a>	Acquisition Credits and 10-Year Look Back Info
8. <a href="#"><u>Non Profit</u></a>	Non Profit Involvement, Right of First Refusal
9. <a href="#"><u>Structure</u></a>	Building Structure and Units Description
10. <a href="#"><u>Utilities</u></a>	Utility Allowance
11. <a href="#"><u>Enhancements</u></a>	Building Amenities above Minimum Design Requirements
12. <a href="#"><u>Special Housing Needs</u></a>	504 Units, Sect. 8 Waiting List, Rental Subsidy
13. <a href="#"><u>Unit Details</u></a>	Set Aside Selection and Breakdown
14. <a href="#"><u>Budget</u></a>	Operating Expenses
15. <a href="#"><u>Project Schedule</u></a>	Actual or Anticipated Development Schedule
16. <a href="#"><u>Hard Costs</u></a>	Development Budget: Contractor Costs
17. <a href="#"><u>Owner's Costs</u></a>	Development Budget: Owner's Costs, Developer Fee, Cost Limits
18. <a href="#"><u>Eligible Basis</u></a>	Eligible Basis Calculation
19. <a href="#"><u>Sources of Funds</u></a>	Construction, Permanent, Grants and Subsidized Funding Sources
20. <a href="#"><u>Equity</u></a>	Equity and Syndication Information
	<a href="#"><u>Gap Calculation</u></a> Credit Reservation Amount Needed
21. <a href="#"><u>Cash Flow</u></a>	Cash Flow Calculation
22. <a href="#"><u>BINs</u></a>	BIN by BIN Eligible Basis
24. <a href="#"><u>Owner Statement</u></a>	Owner Certifications
25. <a href="#"><u>Architect's Statement</u></a>	Architect's agreement with proposed deal
26. <a href="#"><u>Scoresheet</u></a>	Self Scoresheet Calculation
27. <a href="#"><u>Development Summary</u></a>	Summary of Key Application Points
28. <a href="#"><u>Efficient Use of Resources (EUR)</u></a>	Calculates Points for Efficient use of Resources
29. <a href="#"><u>Mixed Use - Cost Distribution</u></a>	For Mixed Use Applications only - indicates how costs are distributed across the different construction activities

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

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

<input checked="" type="checkbox"/>	\$1,000 Application Fee <b>(MANDATORY)</b> - Invoice information will be provided in your Procorem Workcenter
<input checked="" type="checkbox"/>	Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>
<input checked="" type="checkbox"/>	Electronic Copy of the Plans <b>(MANDATORY)</b>
<input type="checkbox"/>	Electronic Copy of the Specifications <b>(MANDATORY)</b>
<input type="checkbox"/>	Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>
<input type="checkbox"/>	Electronic Copy of Unit by Unit Matrix and Scope of Work narrative <b>(MANDATORY if Rehab)</b>
<input type="checkbox"/>	Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>
<input type="checkbox"/>	Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>
<input type="checkbox"/>	Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>
<input type="checkbox"/>	Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage
<input checked="" type="checkbox"/>	of interests (see manual for details) <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: Third Party RESNET Rater Certification <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab G: Zoning Certification Letter <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab H: Attorney's Opinion using Virginia Housing template <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>
	The following documents need not be submitted unless requested by Virginia Housing:
	-Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status
	-Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)
<input type="checkbox"/>	Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY if Rehab)</b>
	Tab K: Documentation of Development Location:
<input checked="" type="checkbox"/>	K.1 Revitalization Area Certification
<input checked="" type="checkbox"/>	K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template
<input checked="" type="checkbox"/>	Tab L: PHA / Section 8 Notification Letter
<input type="checkbox"/>	Tab M: <i>(left intentionally blank)</i>
<input type="checkbox"/>	Tab N: Homeownership Plan
<input checked="" type="checkbox"/>	Tab O: Plan of Development Certification Letter
<input type="checkbox"/>	Tab P: Zero Energy or Passive House documentation for prior allocation by this developer
<input type="checkbox"/>	Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
<input checked="" type="checkbox"/>	Tab R: Documentation of Utility Allowance Calculation
<input type="checkbox"/>	Tab S: Supportive Housing Certification and/or Resident Well-being MOU
<input checked="" type="checkbox"/>	Tab T: Funding Documentation
<input checked="" type="checkbox"/>	Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing
<input checked="" type="checkbox"/>	Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
<input checked="" type="checkbox"/>	Tab W: Internet Safety Plan and Resident Information Form
<input checked="" type="checkbox"/>	Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
<input type="checkbox"/>	Tab Y: Inducement Resolution for Tax Exempt Bonds
<input checked="" type="checkbox"/>	Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation
<input type="checkbox"/>	Tab AA: Priority Letter from Rural Development
<input type="checkbox"/>	Tab AB: Social Disadvantage Certification

VHDA TRACKING NUMBER **2024-C-56**

**A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT**

Application Date: **3/14/24**

1. Development Name: **Legacy Plaza**
2. Address (line 1): **0-12 Ruth Wise Road**  
 Address (line 2):  
 City: **Exmore** State: **VA** Zip: **23350**
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 **Northampton County**
5. The site overlaps one or more jurisdictional boundaries..... **FALSE**  
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: **9301.00**
7. Development is located in a **Qualified Census Tract**..... **FALSE** *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**..... **FALSE**
9. Development is located in a **Revitalization Area based on QCT** ..... **FALSE**
10. Development is located in a **Revitalization Area designated by resolution** ..... **TRUE**
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... **FALSE**  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a household poverty rate
 

3%	10%	12%
<b>FALSE</b>	<b>FALSE</b>	<b>FALSE</b>

**Enter only Numeric Values below:**

13. Congressional District: **2**
- Planning District: **22**
- State Senate District: **6**
- State House District: **100**

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

Legacy Plaza is a new construction mixed-use development including 2 garden-style buildings and 4 duplex buildings with townhouse-style apartment units. There will be one, two, and three-bedroom apartments with energy efficiency and accessibility features. One of the garden-style buildings will also contain commercial space. The project is located in the New Road community and is being development by the New Road Community Development Group, Inc. This application seeks a 10% increase in the LIHTC award, originally awarded in 2023.

**A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT**

Application Date: **3/14/24**

**15. Local Needs and Support**

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

Chief Executive Officer's Name: **Robert Duer**  
 Chief Executive Officer's Title: **Town Manager** Phone: **(757) 442-3114**  
 Street Address: **3305 Main Street**  
 City: **Exmore** State: **VA** Zip: **23350**

Name and title of local official you have discussed this project with who could answer questions for the local CEO: **Taylor Dukes - Zoning Adminsitrator**

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

Chief Executive Officer's Name: **Charles Kolakowski**  
 Chief Executive Officer's Title: **County Manager** Phone: **(757) 678-0440**  
 Street Address: **16404 Courthouse Road**  
 City: **Eastville** State: **VA** Zip: **23347**

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

**B. RESERVATION REQUEST INFORMATION**

1. **Requesting Credits From:**

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

or

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

For Tax Exempt Bonds, where are bonds being issued?

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

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, 2024.

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2024, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2024 credits pursuant to Section 42(h)(1)(E).

3. **Select Building Allocation type:** 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**

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

If true, provide name of companion development  

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

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

% of units in 4% Tax Exempt Allocation Request: 0.00%

6. **Extended Use Restriction**

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

**Must Select One:** 30

**Definition of selection:**

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

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

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

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

a. Owner Name: Legacy Plaza, LLC

Developer Name: New Road Community Development Group, Inc.

Contact: M/M ▶ Ms. First: Ava MI:  Last: Gabrielle-Wise

Address: 3281 Broad Street, PO Box 1296

City: Exmore St. ▶ VA Zip: 23350

Phone: (201) 401-8547 Ext.  Fax:

**Email address:** avagabrielle@ussustainabledevelopmentcorp.com

Federal I.D. No. 922068054 (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 (804) 543 2208

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**
  - b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**
  - c. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
  - d. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments the last 15 years. **(Mandatory at TABS A/D)**

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

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

**2. Developer Experience:**

*May select one or more of the following choices:*

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

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

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

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract

Expiration Date: 12/31/25

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/25 .

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

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

**D. SITE CONTROL**

**3. Seller Information:**

Name: New Road Community Development Group, Inc.

Address: 3281 Broad Street, PO Box 1296

City: Exmore St.: VA Zip: 23350

Contact Person: Ava Gabrielle-Wise Phone: (201) 401-8547

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
New Road Community Developm	#####	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:	Alana Paris	This is a Related Entity.	FALSE
Firm Name:	Applegate & Thorne-Thomsen	DEI Designation?	FALSE
Address:	425 S Financial Place, Suite 1900, Chicago IL 60605		
Email:	aparis@att-law.com	Phone:	(312) 491-4424
2. Tax Accountant:	Mike Vicars	This is a Related Entity.	FALSE
Firm Name:	Dooley & Vicars	DEI Designation?	FALSE
Address:	1100 Boulders Parkway, Suite 600, N Chesterfield VA 23225		
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:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
5. Contractor:	Warren Thomas	This is a Related Entity.	FALSE
Firm Name:	RMT Construction	DEI Designation?	TRUE
Address:	1040 Old Bonair Rd, Richmond VA 23235		
Email:	wthomes@rmt-construction.com	Phone:	(804) 683-9545
6. Architect:	Steven J Cirile	This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:	stevencirile@aol.com	Phone:	
7. Real Estate Attorney	Lynwood Lewis	This is a Related Entity.	FALSE
Firm Name:	Custis, Dix, Lewis, and Custis	DEI Designation?	FALSE
Address:	23345 Counsel Drive, Accomac VA 23301		
Email:	llewis@lwlewislaw.com	Phone:	(757) 787-2770
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, Unit by Unit Matrix and Appraisal.
- b. This development has received a previous allocation of credits..... FALSE  
 If so, when was the most recent year that this development received c 0
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... FALSE
- d. This development is an existing RD or HUD S8/236 development..... FALSE  
**Action:** (If True, provide required form in **TAB Q**)

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

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

**2. Ten-Year Rule For Acquisition Credits**

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

**F. REHAB INFORMATION**

---

**3. Rehabilitation Credit Information**

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

**b. Minimum Expenditure Requirements**

i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... FALSE

ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE

iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE

iv. There are different circumstances for different buildings..... FALSE

**Action:** (If True, provide an explanation for each building in Tab K)

G. NONPROFIT INVOLVEMENT

Applications for 9% Credits - Section 1 must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section 2 must be completed to obtain points for nonprofit involvement.

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

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

Nonprofit meets eligibility requirements for nonprofit pool and points. TRUE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Owner

Name: New Road Community Development Group, Inc.

Contact Person: Ava Gabrielle-Wise

Street Address: 3281 Broad Street, PO Box 1296

City: Exmore State: VA Zip: 23350

Phone: ##### Contact Email: avagabrielle@ussustainabledevelopmentcorp.co

G. NONPROFIT INVOLVEMENT

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

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

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

A. TRUE

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

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

**Name of qualified nonprofit:** New Road Community Development Group, Inc.

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

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

B. FALSE

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

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

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

**H. STRUCTURE AND UNITS INFORMATION**

**# General Information**

a. Total number of <b>all</b> units in development	35	bedrooms	73
Total number of <b>rental</b> units in development	35	bedrooms	73
Number of low-income rental units	35	bedrooms	73
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	35	bedrooms	73
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.....	59,252.00 <small>(Sq. ft.)</small>		
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	6,325.00 <small>(Sq. ft.)</small>		
f. Nonresidential Commercial Floor Area (Not eligible for funding).....	2,280.00		
g. Total Usable Residential Heated Area.....	50,647.00 <small>(Sq. ft.)</small>		
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> ..	100.00%		
i. Exact area of site in acres .....	2.667		
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	772.00	SF	5	5
2BR Garden	1170.00	SF	22	22
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	1798.50	SF	8	8
2+ Story 4BR Townhouse	0.00	SF	0	0
			35	35

**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)..... 6

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

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

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

e. Commercial Area Intended Use: retail

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

i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE

ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE

iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

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

i. Row House/Townhouse TRUE v. Detached Single-family FALSE

ii. Garden Apartments TRUE vi. Detached Two-family FALSE

iii. Slab on Grade TRUE vii. Basement FALSE

iv. Crawl space FALSE

h. Development contains an elevator(s). TRUE

If true, # of Elevators. 2

Elevator Type (if known) \_\_\_\_\_

**H. STRUCTURE AND UNITS INFORMATION**

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

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

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

l. Describe Community Facilities: community room, laundry, office

m. Number of Proposed Parking Spaces 66  
 Parking is shared with another entity FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop TRUE  
 If **True**, Provide required documentation (**TAB K2**).

**# Plans and Specifications**

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

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

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

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

**J. ENHANCEMENTS**

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

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

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater. The HERS report should be completed for the whole development and not an individual unit.

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

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

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

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

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 50.00% b1. Percentage of brick covering the exterior walls.
- 50.00% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- FALSE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2024 Cycles*
- FALSE g. Each unit is provided free individual broadband/high speed internet access.  
or  
*(both access point categories have a minimum upload/download speed per manual.)*
- FALSE h. Each unit is provided free individual WiFi access.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.  
or
- FALSE j. Full bath fans are equipped with a humidistat.
- FALSE k. Cooking surfaces are equipped with fire prevention features as defined in the manual  
or
- TRUE l. Cooking surfaces are equipped with fire suppression features as defined in the manual
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.  
or
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- 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.
- 0% r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) - Provide documentation at **Tab F**.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear

J. ENHANCEMENTS

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

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

- TRUE Earthcraft Gold or higher certification
- FALSE National Green Building Standard (NGBS) certification of Silver or higher.
- FALSE LEED Certification
- FALSE Enterprise Green Communities (EGC) Certification

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

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

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

- TRUE Zero Energy Ready Home Requirements
- FALSE Passive House Standards
- FALSE Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at Tab P. See Manual for details and requirements.

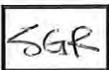
3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)

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

77% of Total Rental Units

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

If not, please explain:



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

**I. UTILITIES**

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	17	19	22	0
Air Conditioning	0	8	9	10	0
Cooking	0	7	8	9	0
Lighting	0	27	31	35	0
Hot Water	0	16	18	20	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$75	\$85	\$96	\$0

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

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

**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**)

FALSE

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

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

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

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

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

TRUE

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

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

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

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

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

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

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

**K. SPECIAL HOUSING NEEDS**

- b. The development has existing tenants and a relocation plan has been developed.... FALSE  
 (If **True**, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

**Action:** Provide Relocation Plan, Budget and Unit Delivery Schedule (**Mandatory if tenants are displ**)

**# Leasing Preferences**

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

Organization which holds waiting list: Accomack-Northampton Regional Housing Authority

Contact person: Elaine Meil

Title: Executive Director

Phone Number: (757) 787-2936

**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: 8  
 % of total Low Income Units 23%

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

[Download Current CMA List from VirginiaHousing.com](https://www.virginiahousing.com)

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

**# Target Population Leasing Preference**

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

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

First Name: Ava

Last Name: Gabrielle-Wise

Phone Number: (201) 401-8547 Email: avagabrielle@ussustainabledevelopmentcorp.com

K. SPECIAL HOUSING NEEDS

# Resident Well-Being (as defined in the manual)

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

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

# Rental Assistance

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

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

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

#### Section 8 New Construction Substantial Rehabilitation

#### Section 8 Moderate Rehabilitation

#### Section 811 Certificates

#### Section 8 Project Based Assistance

#### RD 515 Rental Assistance

#### Section 8 Vouchers  
\*Administering Organization \_\_\_\_\_

#### State Assistance  
\*Administering Organization \_\_\_\_\_

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

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

FALSE

i. If True above, how many of the 30% units will not have project based vouchers? 0

d. Number of units receiving assistance: 0

How many years in rental assistance contract? \_\_\_\_\_

Expiration date of contract: \_\_\_\_\_

There is an Option to Renew..... FALSE

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

# Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units? FALSE

If so, how many existing Public Housing units? 0

**L. UNIT DETAILS**

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

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

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

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
35	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
35	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
18	51.43%	50% Area Median
17	48.57%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
35	100.00%	<b>Total</b>

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

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

c. The development plans to utilize average income testi FALSE

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 complan t	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	50% AMI	3	3	772.00	\$575.00	\$1,725
Mix 2	1 BR - 1 Bath	60% AMI	2	1	772.00	\$650.00	\$1,300
Mix 3	2 BR - 1.5 Bath	50% AMI	9		1170.00	\$710.00	\$6,390
Mix 4	2 BR - 1.5 Bath	60% AMI	13		1170.00	\$850.00	\$11,050
Mix 5	3 BR - 2 Bath	50% AMI	6		1628.00	\$825.00	\$4,950
Mix 6	3 BR - 2 Bath	60% AMI	2		2310.00	\$950.00	\$1,900
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0

**L. UNIT DETAILS**

Mix 66						\$0
Mix 67						\$0
Mix 68						\$0
Mix 69						\$0
Mix 70						\$0
Mix 71						\$0
Mix 72						\$0
Mix 73						\$0
Mix 74						\$0
Mix 75						\$0
Mix 76						\$0
Mix 77						\$0
Mix 78						\$0
Mix 79						\$0
Mix 80						\$0
Mix 81						\$0
Mix 82						\$0
Mix 83						\$0
Mix 84						\$0
Mix 85						\$0
Mix 86						\$0
Mix 87						\$0
Mix 88						\$0
Mix 89						\$0
Mix 90						\$0
Mix 91						\$0
Mix 92						\$0
Mix 93						\$0
Mix 94						\$0
Mix 95						\$0
Mix 96						\$0
Mix 97						\$0
Mix 98						\$0
Mix 99						\$0
Mix 100						\$0
<b>TOTALS</b>			35	4		\$27,315

Total Units	35	Net Rentable SF: TC Units	43,988.00
		MKT Units	0.00
		<b>Total NR SF:</b>	<b>43,988.00</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing		\$1,500
2. Office Salaries		\$1,785
3. Office Supplies		\$3,300
4. Office/Model Apartment	(type _____ )	\$0
5. Management Fee		\$26,000
<u>8.09%</u> of EGI	<u>\$742.86</u> Per Unit	
6. Manager Salaries		\$18,720
7. Staff Unit (s)	(type _____ )	\$0
8. Legal		\$300
9. Auditing		\$4,500
## Bookkeeping/Accounting Fees		\$2,500
## Telephone & Answering Service		\$950
## Tax Credit Monitoring Fee		\$1,225
## Miscellaneous Administrative		\$1,000
<b>Total Administrative</b>		<b>\$61,780</b>

**Utilities**

## Fuel Oil		\$0
## Electricity		\$4,000
## Water		\$22,000
## Gas		\$0
## Sewer		\$22,000
<b>Total Utility</b>		<b>\$48,000</b>

**Operating:**

## Janitor/Cleaning Payroll		\$0
## Janitor/Cleaning Supplies		\$0
## Janitor/Cleaning Contract		\$0
## Exterminating		\$1,000
## Trash Removal		\$5,000
## Security Payroll/Contract		\$0
## Grounds Payroll		\$0
## Grounds Supplies		\$250
## Grounds Contract		\$2,000
## Maintenance/Repairs Payroll		\$10,000
## Repairs/Material		\$1,500
## Repairs Contract		\$500
## Elevator Maintenance/Contract		\$15,000
## Heating/Cooling Repairs & Maintenance		\$300
## Pool Maintenance/Contract/Staff		\$0
## Snow Removal		\$500
## Decorating/Payroll/Contract		\$0
## Decorating Supplies		\$300
## Miscellaneous		\$1,000
<b>Totals Operating &amp; Maintenance</b>		<b>\$37,350</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

## Real Estate Taxes		\$30,000
## Payroll Taxes		\$3,000
## Miscellaneous Taxes/Licenses/Permits		\$1,500
## Property & Liability Insurance	\$1,057 per unit	\$37,000
## Fidelity Bond		\$75
## Workman's Compensation		\$450
## Health Insurance & Employee Benefits		\$4,650
## Other Insurance		\$0
<b>Total Taxes &amp; Insurance</b>		<b>\$76,675</b>

<b>Total Operating Expense</b>	<b>\$223,805</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	<b>\$6,394</b>	<b>C. Total Operating Expenses as % of</b>	<b>69.60%</b>
------------------------------------------	----------------	--------------------------------------------	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Min</b>	<b>\$12,900</b>
------------------------------------------------------------------------------------	-----------------

<b>Total Expenses</b>	<b>\$236,705</b>
-----------------------	------------------

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	Complete	Ava Gabrielle Wise
b. Site Acquisition	12/31/24	Ava Gabrielle Wise
c. Zoning Approval	Complete	Ava Gabrielle Wise
d. Site Plan Approval	Complete	Ava Gabrielle Wise
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	8/1/24	Ava Gabrielle Wise
ii. Conditional Commitment	10/1/24	Ava Gabrielle Wise
iii. Firm Commitment	11/1/24	Ava Gabrielle Wise
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	8/1/24	Ava Gabrielle Wise
ii. Conditional Commitment	10/1/24	Ava Gabrielle Wise
iii. Firm Commitment	11/1/24	Ava Gabrielle Wise
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>		
<b>3. IRS Approval of Nonprofit Status</b>	Complete	Ava Gabrielle Wise
<b>4. Closing and Transfer of Property to Owner</b>	12/31/24	Ava Gabrielle Wise
<b>5. Plans and Specifications, Working Drawings</b>	7/1/24	Ava Gabrielle Wise
<b>6. Building Permit Issued by Local Government</b>	8/1/24	Ava Gabrielle Wise
<b>7. Start Construction</b>	2/1/24	Ava Gabrielle Wise
<b>8. Begin Lease-up</b>	10/1/24	Ava Gabrielle Wise
<b>9. Complete Construction</b>	12/31/24	Ava Gabrielle Wise
<b>10. Complete Lease-Up</b>	6/1/26	Ava Gabrielle Wise
<b>11. Credit Placed in Service Date</b>	12/31/25	Ava Gabrielle Wise

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

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

Complete cost column and basis column(s) as appropriate

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

<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)	4,559,998	0	0	4,559,998
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	1,000,000	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	5,559,998	0	0	4,559,998
f. Earthwork	1,197,500	0	0	1,197,500
g. Site Utilities	665,000	0	0	665,000
h. Renewable Energy	0	0	0	0
i. Roads & Walks	228,105	0	0	228,105
j. Site Improvements	21,640	0	0	21,640
k. Lawns & Planting	35,000	0	0	35,000
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	150,000	0	0	150,000
q. Other Site work	166,500	0	0	166,500
<b>Total Land Improvements</b>	2,463,745	0	0	2,463,745
<b>Total Structure and Land</b>	8,023,743	0	0	7,023,743
r. General Requirements	320,950	0	0	320,950
s. Builder's Overhead	320,950	0	0	320,950
( 4.0% Contract)				
t. Builder's Profit	481,424	0	0	481,424
( 6.0% Contract)				
u. Bonds	314,153	0	0	314,153
v. Building Permits	74,008	0	0	74,008
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: insurance	75,000	0	0	75,000
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0

<b>Contractor Costs</b>	\$9,610,228	\$0	\$0	\$8,610,228
-------------------------	-------------	-----	-----	-------------

**Construction cost per unit: \$246,006.51**

**MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$1,123,324**

**ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$1,123,324**

**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		
<b>MUST USE WHOLE NUMBERS ONLY!</b>	(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"
Item				
<b>2. Owner Costs</b>				
a. Building Permit	20,000	0	0	20,000
b. Architecture/Engineering Design Fee ##### /Unit)	400,000	0	0	400,000
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	40,000	0	0	40,000
e. Environmental	10,000	0	0	10,000
f. Soil Borings	20,000	0	0	20,000
g. Green Building (Earthcraft, LEED, etc.)	25,000	0	0	25,000
h. Appraisal	10,000	0	0	10,000
i. Market Study	7,500	0	0	7,500
j. Site Engineering / Survey	10,000	0	0	10,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	20,000	0	0	20,000
n. Construction Interest ( 7.0% fo 14 months)	200,000	0	0	180,000
o. Taxes During Construction	10,000	0	0	10,000
p. Insurance During Construction	50,000	0	0	50,000
q. Permanent Loan Fee ( 0.0% )	40,000			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	0	0	15,000
u. Accounting	0	0	0	0
v. Title and Recording	35,000	0	0	35,000
w. Legal Fees for Closing	50,000	0	0	5,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	57,826			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	0			
ac. Operating Reserve	160,000			
ad. Contingency	0			
ae. Security	0	0	0	0
af. Utilities	20,000	0	0	20,000
ag. Supportive Service Reserves	0			

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify soft cost contingency	20,000	0	0	20,000
(2) Other* specify hard cost contingency	481,000	0	0	481,000
(3) Other* specify	0	0	0	0
(4) Other* specify	0	0	0	0
(5) Other* specify	0	0	0	0
(6) Other* specify	0	0	0	0
(7) Other* specify	0	0	0	0
(8) Other* specify	0	0	0	0
(9) Other* specify	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$1,701,326</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,378,500</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$11,311,554</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,988,728</b>
<b>3. Developer's Fees</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>1,000,000</b>
<b>4. Owner's Acquisition Costs</b>				
Land	0			
Existing Improvements	0	0		
Subtotal 4:	\$0	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	<b>\$12,311,554</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,988,728</b>

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

(Provide documentation at <b>Tab E</b> )	\$0	Land
	\$0	Building

**Maximum Developer Fee: \$1,334,924**

Proposed Development's Cost per Sq Foot \$208 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$250

Proposed Development's Cost per Unit \$351,759 **Proposed Cost per Unit exceeds limit**  
 Applicable Cost Limit per Unit: \$302,887

**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>	12,311,554	0	0	10,988,728

**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	10,988,728
---	---	------------

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	3,296,618
c. For Green Certification (Eligible Basis x 10%)		0

**Total Adjusted Eligible basis**

0	14,285,346
---	------------

**5. Applicable Fraction**

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

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

0	0	14,285,346
---	---	------------

**7. Applicable Percentage**

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

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

\$0	\$0	\$1,285,681
-----	-----	-------------

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

\$1,285,681 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.	A Construction Lender			\$5,000,000	
2.					
3.					
Total Construction Funding:				\$5,000,000	

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

	Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
				Amount of Funds	Annual Debt Service Cost			
1.	VH REACH			\$1,825,573	\$56,867	0.50%	35	35
2.	DHCD VHTF			\$700,000	\$1,750	0.25%		35
3.	DHCD HIEE			\$1,104,500	\$0	0.00%		35
4.	DHCD HOME			\$700,000	\$1,750	0.25%		35
5.	Sponsor Loan (Town of Exmore)			\$500,000	\$0	0.00%		35
6.	Sponsor Loan (HUD Award)			\$500,000	\$0	0.00%		35
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$5,330,073	\$60,367			

**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 VHTF		\$700,000
2.	DHCD HIEE		\$1,104,500
3.	DHCD HOME		\$700,000
4.	Sponsor Loan (Town of Exmore)		\$500,000
5.	Sponsor Loan (HUD Award)		\$500,000
Total Subsidized Funding			\$3,504,500

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$1,825,573
g.	HOME Funds	\$700,000
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$700,000
k.	Other: Sponsor Loans	\$1,000,000
l.	Other: HIEE	\$1,104,500

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:

[Empty text box for listing financing and credit enhancements]

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

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

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

c. **FALSE** Other [Empty text box]

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

**R. EQUITY**

**1. Equity**

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

**2. Equity Gap Calculation**

a. Total Development Cost	\$12,311,554
b. Total of Permanent Funding, Grants and Equity	- \$5,330,073
c. Equity Gap	\$6,981,481
d. Developer Equity	- \$698
e. Equity gap to be funded with low-income tax credit proceeds	\$6,980,783

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

a. Actual or Anticipated Name of Syndicator:	Virginia Community Development Corporation (VCDC)		
Contact Person:	Jeffrey Michael Meyer	Phone:	(804) 543-2208
Street Address:	101 S 15th Street,		
City:	Richmond	State:	VA
		Zip:	23219
b. Syndication Equity			
i. Anticipated Annual Credits	\$811,800.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.860		
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	\$811,719		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$6,980,783		
c. Syndication:	Private		
d. Investors:	Corporate		

<b>4. Net Syndication Amount</b>	<u>\$6,980,783</u>
Which will be used to pay for Total Development Costs	

<b>5. Net Equity Factor</b>	<u>86.0000141428%</u>
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>\$12,311,554</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$5,330,073</u>
3. Equals Equity Gap		<u>\$6,981,481</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>86.0000141428%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$8,118,000</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$811,800</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,285,681</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$811,800</u>
Credit per LI Units	<u>\$23,194.2857</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$11,120.5479</u>	

9. **Action:** Provide Attorney’s Opinion using Virginia Housing template (**Mandatory Tab H**)

**T. CASH FLOW**

**1. Revenue**

Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units	\$27,315
Plus Other Income Source (list) <u>commercial</u>	<u>\$1,500</u>
Equals Total Monthly Income:	<u>\$28,815</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$345,780</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$24,205</u>
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b><u>\$321,575</u></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) <u></u>	<u>\$0</u>
Equals Total Monthly Income:	<u>\$0</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$0</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$0</u>
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>	<b><u>\$0</u></b>

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

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

a. Annual EGI Low-Income Units	<u>\$321,575</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$321,575</u>
d. Total Expenses	<u>\$236,705</u>
e. Net Operating Income	<u>\$84,870</u>
f. Total Annual Debt Service	<u>\$60,367</u>
g. Cash Flow Available for Distribution	<u>\$24,503</u>

**T. CASH FLOW**

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
<b>Eff. Gross Income</b>	321,575	328,007	334,567	341,258	348,084
<b>Less Oper. Expenses</b>	236,705	243,806	251,120	258,654	266,414
<b>Net Income</b>	84,870	84,201	83,447	82,604	81,670
<b>Less Debt Service</b>	60,367	60,367	60,367	60,367	60,367
<b>Cash Flow</b>	24,503	23,834	23,080	22,237	21,303
<b>Debt Coverage Ratio</b>	1.41	1.39	1.38	1.37	1.35

	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	355,045	362,146	369,389	376,777	384,312
<b>Less Oper. Expenses</b>	274,406	282,638	291,117	299,851	308,846
<b>Net Income</b>	80,639	79,508	78,272	76,926	75,466
<b>Less Debt Service</b>	60,367	60,367	60,367	60,367	60,367
<b>Cash Flow</b>	20,272	19,141	17,905	16,559	15,099
<b>Debt Coverage Ratio</b>	1.34	1.32	1.30	1.27	1.25

	Year 11	Year 12	Year 13	Year 14	Year 15
<b>Eff. Gross Income</b>	391,999	399,839	407,835	415,992	424,312
<b>Less Oper. Expenses</b>	318,112	327,655	337,485	347,609	358,038
<b>Net Income</b>	73,887	72,184	70,351	68,383	66,274
<b>Less Debt Service</b>	60,367	60,367	60,367	60,367	60,367
<b>Cash Flow</b>	13,520	11,817	9,984	8,016	5,907
<b>Debt Coverage Ratio</b>	1.22	1.20	1.17	1.13	1.10

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

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

**Must Complete**

Number of BINS:	6
-----------------	---

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

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

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

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit					
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount		
1.	VA2310001	2		1-2 Ruth Wise Road		Exmore	VA	23350					\$0				\$0	\$816,300	12/31/25	9.00%	\$73,467	
2.	VA2310002	2		3-4 Ruth Wise Road		Exmore	VA	23350					\$0				\$0	\$816,300	12/31/25	9.00%	\$73,467	
3.	VA2310003	2		5-6 Ruth Wise Road		Exmore	VA	23350					\$0				\$0	\$816,300	12/31/25	9.00%	\$73,467	
4.	VA2310004	2		7-8 Ruth Wise Road		Exmore	VA	23350					\$0				\$0	\$816,300	12/31/25	9.00%	\$73,467	
5.	VA2310005	12		0 Ruth Wise Road Blding A		Exmore	VA	23350					\$0				\$0	\$4,897,824	12/31/25	9.00%	\$440,804	
6.	VA2310006	15		0 Ruth Wise Road Building B		Exmore	VA	23350					\$0				\$0	\$6,122,322	12/31/25	9.00%	\$551,009	
7.													\$0				\$0					\$0
8.													\$0				\$0					\$0
9.													\$0				\$0					\$0
10.													\$0				\$0					\$0
11.													\$0				\$0					\$0
12.													\$0				\$0					\$0
13.													\$0				\$0					\$0
14.													\$0				\$0					\$0
15.													\$0				\$0					\$0
16.													\$0				\$0					\$0
17.													\$0				\$0					\$0
18.													\$0				\$0					\$0
19.													\$0				\$0					\$0
20.													\$0				\$0					\$0
21.													\$0				\$0					\$0
22.													\$0				\$0					\$0
23.													\$0				\$0					\$0
24.													\$0				\$0					\$0
25.													\$0				\$0					\$0
26.													\$0				\$0					\$0
27.													\$0				\$0					\$0
28.													\$0				\$0					\$0
29.													\$0				\$0					\$0
30.													\$0				\$0					\$0
31.													\$0				\$0					\$0
32.													\$0				\$0					\$0
33.													\$0				\$0					\$0
34.													\$0				\$0					\$0
35.													\$0				\$0					\$0

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

Totals from all buildings

\$0

\$0

\$14,285,346

\$0

\$0

\$1,285,681

Number of BINS: 6

**V. STATEMENT OF OWNER**

---

The undersigned hereby acknowledges the following:

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

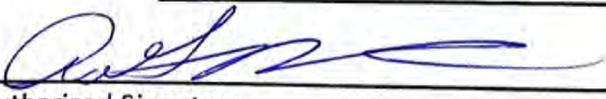
V. STATEMENT OF OWNER

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

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

Legal Name of Owner Legacy Plaza, LLC

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

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

(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:	<u>SCOTT G. ROGERS</u>
Virginia License#:	<u>017078</u>
Architecture Firm or Company:	<u>SOLUTIONS IPERM, LLC</u>

By: Scott G. Rogers

Its: DIRECTOR OF ARCHITECTURE  
(Title)

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

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

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

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

**MANDATORY ITEMS:**

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

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	Y	0 to 10	10.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			<b>25.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	28.47%	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	N	Up to 20	0.00
<b>Total:</b>			<b>45.00</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			61.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Provides approved resident services or eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	N	0 or 15	0.00
f. Proximity to public transportation	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	77%	Up to 15	11.57
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			132.57

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$72,900	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	22.86%	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)	0.00%	Up to 10	0.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60%	51.43%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	51.43%	Up to 50	50.00
Total:			80.00

5. SPONSOR CHARACTERISTICS:

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

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	122.87
b. Cost per unit		Up to 100	33.78
Total:			156.65

7. BONUS POINTS:

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

e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			70.00

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

**TOTAL SCORE:** **509.22**

**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	40.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	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. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>61.00</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: 61.00**

X. Development Summary

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

Deal Name: Legacy Plaza

Cycle Type: 9% Tax Credits Requested Credit Amount: \$811,800  
 Allocation Type: New Construction Jurisdiction: Northampton County  
 Total Units: 35 Population Target: General  
 Total LI Units: 35  
 Project Gross Sq Ft: 59,252.00 Owner Contact: Ava Gabrielle-Wise  
 Green Certified? TRUE

**Total Score**  
509.22

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$5,330,073	\$152,288	\$90	\$60,367
Grants	\$0	\$0		
Subsidized Funding	\$3,504,500	\$100,129		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$8,023,743	\$229,250	\$135	65.17%
General Req/Overhead/Profit	\$1,123,324	\$32,095	\$19	9.12%
Other Contract Costs	\$463,161	\$13,233	\$8	3.76%
Owner Costs	\$1,701,326	\$48,609	\$29	13.82%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$1,000,000	\$28,571	\$17	8.12%
<b>Total Uses</b>	<b>\$12,311,554</b>	<b>\$351,759</b>		

Total Development Costs	
Total Improvements	\$11,311,554
Land Acquisition	\$0
Developer Fee	\$1,000,000
<b>Total Development Costs</b>	<b>\$12,311,554</b>

Proposed Cost Limit/Sq Ft: \$208  
 Applicable Cost Limit/Sq Ft: \$250  
 Proposed Cost Limit/Unit: \$351,759  
 Applicable Cost Limit/Unit: \$302,887

Income		
Gross Potential Income - LI Units		\$345,780
Gross Potential Income - Mkt Unit:		\$0
Subtotal		\$345,780
Less Vacancy %	7.00%	\$24,205
<b>Effective Gross Income</b>		<b>\$321,575</b>

Rental Assistance? FALSE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	5
# of 2BR	22
# of 3BR	8
# of 4+ BR	0
<b>Total Units</b>	<b>35</b>

Expenses		
Category	Total	Per Unit
Administrative	\$61,780	\$1,765
Utilities	\$48,000	\$1,371
Operating & Maintenance	\$37,350	\$1,067
Taxes & Insurance	\$76,675	\$2,191
<b>Total Operating Expenses</b>	<b>\$223,805</b>	<b>\$6,394</b>
Replacement Reserves	\$12,900	\$369
<b>Total Expenses</b>	<b>\$236,705</b>	<b>\$6,763</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	18
60% AMI	35	17
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$321,575
Total Expenses	\$236,705
<b>Net Income</b>	<b>\$84,870</b>
Debt Service	\$60,367
<b>Debt Coverage Ratio (YR1):</b>	<b>1.41</b>

Income Averaging? FALSE

Extended Use Restriction? 30

**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

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

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

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

Combined Max	\$1,285,681
Credit Requested	\$811,800
% of Savings	36.86%
Sliding Scale Points	122.87

**Cost Points:**

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

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

Total Costs Less Acquisition	\$12,311,554
Total Square Feet	59,252.00
Proposed Cost per SqFt	\$207.78
Applicable Cost Limit per Sq I	\$250.00
% of Savings	16.89%
Total Units	35
Proposed Cost per Unit	\$351,759
Applicable Cost Limit per Uni	\$302,887
% of Savings	-16.14%
Max % of Savings	16.89%
Sliding Scale Points	33.78

# Tab A:

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

## **LEGACY PLAZA, LLC OPERATING AGREEMENT**

This Operating Agreement (this “*Agreement*”) of **Legacy Plaza, LLC**, a Virginia Limited Liability Company (the “*Company*”), dated February 7, 2023 is hereby entered into by the undersigned persons (each a “*Member*” and collectively, the “*Members*”).

In consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Name.** The name of the Company is: **Legacy Plaza, LLC**

**2. Purposes and Powers.** The Company is organized for the purpose of engaging in any lawful act or activity for which a limited liability company may be organized under the laws of the Commonwealth of Virginia. The Company will have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the Commonwealth of Virginia. In addition, the Company, without limiting the foregoing authority, is authorized: (A) to acquire and hold real and personal property in the name of the Company and to dispose of same; (B) to borrow funds, execute and issue promissory notes and other evidences of indebtedness, and secure the same by mortgage, deed of trust, pledge, or other lien or security interest, for the purpose of securing indebtedness of the Company; and (C) to enter into, perform, and carry out contracts, incur and discharge obligations, and engage in other activities that may be necessary and proper for the protection and benefit of the Company and the accomplishment of its purposes and objectives.

**3. Term.** The Company’s existence commenced January 31, 2023 (the date of filing and acceptance of the Company’s Articles of Organization in the Office of the State Corporation Commission of the Commonwealth of Virginia) and the Company’s existence will terminate as determined herein, or otherwise as provided by Virginia law.

**4. Members; Additional Members.** The Members names, initial capital contribution and initial membership interests in the Company (the “*Membership Interests*”) are set forth on **EXHIBIT A** attached hereto (the “*Schedule of Members*”). Additional Members may be added upon the prior written approval of all Members. To the extent additional Members have been approved, the Schedule of Members may be amended by the Company without the consent of the Members to include such additional Members upon the execution by such additional Members of a counterpart signature page hereto. The Schedule of Members may also be amended by the Company without the consent of the Members to delete any reference to a Member to the extent such Member no longer holds a membership interest in the Company.

**5. Transfer or Voluntary Withdrawal of a Member.** Except as otherwise provided herein, no Member may assign, sell, transfer, pledge, or otherwise dispose of or encumber his respective interest without the express prior written consent of all other Members.

Any such action without such prior written consent will be null and void as against the Company.

**6. Capital Contributions; Capital Accounts.** The initial capital of the Company will consist of dollars and that property with the agreed value indicated, shown opposite each Member's name on the Schedule of Members. Such contributions will entitle them to the interest in the Company capital shown opposite their name on the Schedule of Members. Each Member will each contribute capital to the Company from time to time as agreed upon by the Members. Unless otherwise agreed, any additional contributions to the capital of the Company will be made on a pro rata basis in accordance with their respective interests in the Company (as reflected in the Schedule of Members). Additional contributions to the capital of the Company will be made in cash unless otherwise agreed by the Members. No Member will have the right to withdraw or reduce his contribution to the capital of the Company. An individual capital account will be maintained for each Member to which will be credited or charged capital contributions or withdrawals of cash or property.

**7. Management of the Company.** The management, operation and policies of the Company are vested exclusively in the Members. The Members shall have the power on behalf and in the name of the Company to carry out and implement any and all of the objects and purposes of the Company. The Members will have, and is hereby vested with, full power and authority to execute and deliver such documents and instruments and to do all other things by and on behalf of the Company which are consistent herewith, including hiring, contracting with and/or obtaining assistance from any third party consultants, advisors and contractors as needed to carry out the purposes of the Company. Notwithstanding anything contained herein to the contrary, the Members may hire or appoint a Manager to manage the day to day operations of the Company in lieu of such operation by the Members. Notwithstanding anything contained herein to the contrary, the Members do hereby appoint **Legacy Plaza Management LLC** the Manager of the Company.

**8. Distributions to Members.** The net cash profits of the Company may be distributed among the Members from time to time as determined by the Members in their sole discretion. Undistributed net cash profits will be added to the members' capital accounts, pro rata. Net losses will be borne by all Members pro rata in accordance with the amounts of their then respective capital accounts. The term "net cash profits" of the Company will mean gross income from the Company less operating expenses. The respective amounts of the Members' capital in the Company may be returned to them, in whole or in part, in cash or in property, from time to time in the absolute discretion of the Members. Such return will be pro rata to all Members in accordance with the amounts of their respective capital contributions. No Member will have the right to demand or receive property other than cash in return for his contribution. No Member will have the right to demand the return of his capital prior to the dissolution of the Company.

**9. Dissolution.** Upon the dissolution of the Company, the Members will proceed to the liquidation of the Company, and the proceeds of such liquidation will be applied and distributed in the following order of priority:

(a) The affairs of the Company shall be wound up and terminated under the direction of the Members. All matters relating to the liquidation of the Company shall be determined by the Members.

(b) The proceeds of liquidation shall be distributed by the Company in payment of its liabilities in the following order:

- (i) to creditors, other than Members, in the order of priority established by law;
- (ii) Members in repayment of loans made to the Company; and
- (iii) to all Members in accordance with the positive balances in their Capital Accounts. If a Member's capital account has a deficit balance (after giving effect to all contributions, distributions and allocations for all taxable years, including the year in which such liquidation occurs), such Member shall have no obligation to contribute to the capital of the Company to restore such deficit balance to zero.

**10. Binding on Heirs, etc.** Except as otherwise provided for herein, this Agreement will be binding upon and inure to the benefit of the parties signatory hereto, their respective successors and assigns.

**11. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of the Agreement will be interpreted as if such provision were so excluded and (iii) the balance of the Agreement will be enforceable in accordance with its terms.

**12. Miscellaneous.** The terms and provisions of this Agreement may only be modified, amended or waived with the written consent of the Member or Members holding 75% of the interest of the outstanding Membership Interests of the Company. This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral.

IN WITNESS WHEREOF, the undersigned parties have signed this Operating Agreement as of the date set forth opposite their names.

**MEMBER:**

Legacy Plaza, LLC

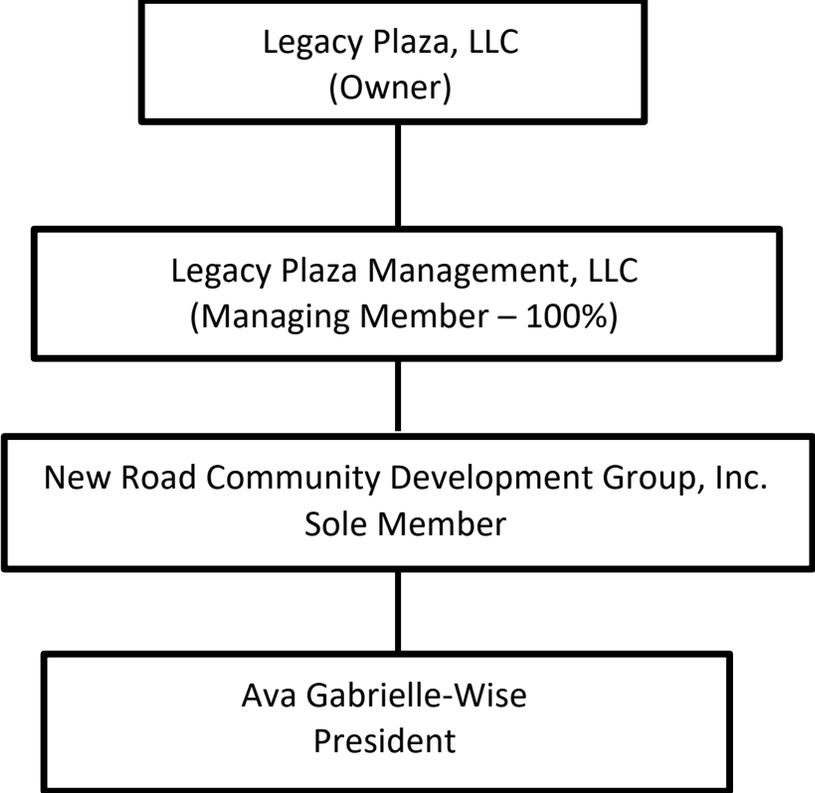
By: Ava Gabrielle-Wise  
Legacy Plaza Management, LLC, Managing Member  
New Roads Development Group, Inc., its Managing Member  
by Ava Gabrielle-Wise, its President

**EXHIBIT A**

**SCHEDULE OF MEMBERS AND MEMBERSHIP INTERESTS**

<u>Name</u>	<u>Membership Interest</u>
Legacy Plaza Management, LLC	100%

# Legacy Plaza Organizational Chart



# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, January 31, 2023

This is to certify that the certificate of organization of

### **Legacy Plaza, LLC**

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

Effective date: January 31, 2023



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, appearing to read "Bernard J. St. John".

Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name: Legacy Plaza

Name of Applicant (entity): Legacy Plaza, LLC

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

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

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

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

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

5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
7. None of the Participants has been convicted of a felony and is not presently the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.
8. None of the Participants has been suspended, debarred, or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
9. None of the Participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the Participants is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the Participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the Participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. None of the Participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the Participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

A handwritten signature in blue ink, appearing to read 'Ava Gabrielle-Wise', written in a cursive style.

Signature

Printed Name

**Ava Gabrielle-Wise**

Date March 4, 2024

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: Legacy Plaza  
 Name of Applicant: Legacy Plaza, LLC

**INSTRUCTIONS:**

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Ava Gabrielle Wise Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* No

1	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"
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL:            0            0            #DIV/0!            LIHTC as % of Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Legacy Plaza  
 Name of Applicant: Legacy Plaza, LLC

**INSTRUCTIONS:**

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: New Road Community Development Group, Inc. Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* No

1	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"
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

**1st PAGE**  
**TOTAL:**                    0                    0                    #DIV/0!                    **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Legacy Plaza  
 Name of Applicant: Legacy Plaza, LLC

**INSTRUCTIONS:**

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Legacy Plaza 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								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL:            0            0            #DIV/0!            LIHTC as % of Total Units

# **Tab E:**

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

**AMENDMENT TO  
REAL ESTATE CONTRACT OF PURCHASE  
DATED February 29, 2024**

This Amendment modifies the Contract of Purchase as follows:

Whereas the parties hereto are the Seller and Purchaser in a certain Real Estate Contract of Purchase dated March 7, 2023 and;

Whereas the parties have agreed to amend said Real Estate Contract of Purchase.

Now therefore witnesseth for and in consideration of One Dollar (\$1.00) and the mutual covenants and promises herein that the Real Estate Contract of Purchase dated March 7, 2023 be and it hereby is amended as follows:

- 1.) Real Property: Purchaser agrees to buy and seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (the "Property"), located in Northampton County, Virginia, and described as:

Tax Map Number:

010A1-08-00-000000B – Parcel B New Road Community  
010A1-08-00-0000019 – Lot 19 New Road Community  
010A1-08-00-0000020 – Lot 20 New Road Community  
010A1-08-00-0000021 – Lot 21 New Road Community  
010A1-08-00-0000022 – Lot 22 New Road Community

- 4.) Settlement shall be made at the offices of an attorney of Purchasers choosing on or about December 31, 2025 ("Settlement Date"). Possession shall be given at Settlement, unless otherwise agreed in writing by the parties.

In all other respects, the Real Estate Contract of Purchase dated March 7, 2023 shall remain unchanged.

**WITNESS** the following signature and seal:

**New Road Development Group, Inc.**

By:  (SEAL)  
**Its Managing Member**

State of Alabama,  
County of Shelby, to-wit:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March,  
2024 by New Road Development Group, Inc.

  
Notary Public



My Commission expires: 05/25/2027  
My Registration No.: NTA

**Legacy Plaza, LLC**

By:  (SEAL)  
Its Managing Member

State of Alabama,  
County of Shelby, to-wit:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March,  
2024 by Legacy Plaza, LLC.

 (SEAL)  
Notary Public



My Commission expires: 05/25/2027  
My Registration No.: NTA

## REAL ESTATE CONTRACT OF PURCHASE

**THIS CONTRACT OF PURCHASE** (hereinafter "Contract") is made as of March 7, 2023 between **NEW ROAD COMMUNITY DEVELOPMENT GROUP, INC.**, whose address is 3280 Broad Street, Exmore, Virginia 23350, owner of record of the Property herein (the "Seller", whether one or more), and **LEGACY PLAZA, LLC**, whose address is 3280 Broad Street, Exmore, Virginia 23350 (the "Purchaser", whether one or more). Unless otherwise specified herein, the acceptance date of this Contract shall be the date of acceptance as inserted in the blank above the signature of the Seller below.

**1. Real Property:** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (the "Property"), located in Northampton County, Virginia, and described as:

Tax Map Number:

OIOAI-08-00-000000A - Parcel B New Road Community  
OIOAI-08-00-000000B - Parcel A New Road Community  
OIOAI-08-00-0000017 - Lot 17 New Road Community  
OIOAI-08-00-0000018 - Lot 18 New Road Community  
OIOAI-08-00-0000019 - Lot 19 New Road Community  
OIOAI-08-00-0000020 - Lot 20 New Road Community  
OIOAI-08-00-0000021 - Lot 21 New Road Community  
OIOAI-08-00-0000022 - Lot 22 New Road Community

**2. Purchase Price:** The parties hereto agree that the purchase price is to be determined by an Appraisal performed by a licensed Appraiser agreed to by the parties and the appraised amount to be reflected as the purchase price in an Addendum to the Contract.

**\$/N/A Other Financing Terms:** This is a cash transaction.

**\$/0.00 Deposit:** *N/A*.

**Balance of the Purchase Price:** To be paid by Purchaser with certified or cashier's check or wired funds to the Settlement Agent at Settlement.

**Total Purchase Price** for real property to be determined as set forth above.

**3. Financing:** No financing contingency.

**4. Settlement Agent and Possession:** Settlement shall be made at the offices of **Lynwood W. Lewis, Jr.**, ("Settlement Agent") located at 23345 Counsel Drive, Accomac, Virginia 23301 **on or about December 31, 2024** ("Settlement Date"). Possession shall be given at Settlement, unless otherwise agreed in writing by the parties.

**5. Brokerage Fee:** No commission is due.

## 6. Required Disclosures

### a.) Mechanics' and Materialmen's Liens

#### NOTICE

Virginia law (Virginia Code § 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of: (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials; or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. (See Standard Provision J on Exhibit A.)

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

**b.) Adjoining Property:** Seller makes no representations as to matter affecting adjacent parcels, and Purchaser should exercise whatever due diligence that Purchaser deems necessary with respect to adjacent parcels.

**c.) Title Insurance Notification:** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

**d.) Notice to Purchaser:** Purchaser should exercise whatever due diligence Purchaser deem necessary with respect to information on any sexual offender registered under Chapter 23, Section 19.2-387 et seq. of Title 19. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000.

**e.) Notice to Purchaser Regarding Settlement Agent and Settlement Services:** Choice of Settlement Agent: You have the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the Contract between the parties. If part of the Purchase Price is financed, your lender will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party of the transaction for the purpose of providing legal services to that party.

Escrow, closing and settlement services guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

7. **Standard Provisions:**

A. **Deposit:** \$000.00

B. **Expenses and Prorations:** The parties hereto agree that each shall pay their own closing costs and fees for this transaction. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement.

C. **Title:** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by deed of general warranty containing English covenants of title, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller may, at Seller's expense, take such action as is necessary to cure the defect. If Seller declines or acting in good faith is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser and the Deposit returned to Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph but not longer than 60 days.

D. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either; (i) terminating this Contract in which event the Deposit shall be returned to Purchaser; or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all the Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

E. **Affidavits and Certificates:** Seller shall deliver to Purchaser an affidavit on a form acceptable to Purchaser's lender, if applicable, signed by Seller, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property, or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid. Seller shall also deliver to Purchaser applicable non-foreign status and state residency certificates and applicable 1099 IRS certificates.

F. **Assignment:** This Contract may be assigned by Buyer upon written notice to Seller.

G. **Inspection Period:** The Seller and the Purchaser agree that the Purchaser shall be allowed the right of entry on the property, for a period of 30 days following the date of this Contract for the purpose of conducting such physical surveys, environmental surveys, and audits, inspections, tests, borings, and the like as the Purchaser may, in its discretion, deem appropriate.

In the event that the Property is not suitable to the Purchaser in all regards, the Purchaser may terminate this Contract during the Inspection Period and receive a full refund of its Deposit, whereupon neither party shall have any further liability to any other party to this Contract. However, if the Purchaser does

not terminate this Contract during the Inspection Period, conditions precedent to Closing are waived and the Inspection Period is terminated.

Should the Purchaser terminate this Contract during the Inspection Period, the Purchaser shall provide to the Seller the results of any and all test, audits, or surveys accomplished on the Property, at no cost to the Seller.

- H. Contingencies:** The County of Northampton and all other applicable governmental authorities, approving the subdivision survey, together with all other documents, reports and studies as may be required by such applicable governmental authority, as submitted by Buyer, satisfactory to Buyer. Nothing herein shall be deemed to require Buyer to revise any survey, agreement, documents, report or study previously submitted by Buyer for such governmental approval, provided, however, that Buyer may, in its sole discretion, revise any of the foregoing.
- I. Real Estate Commission:** The Seller and Buyer hereby acknowledge that no real estate agent was involved in this sale and each agrees to hold the other harmless from any claim for a commission by reason of any action on their part.
- J. Acceptance of the Deed:** The acceptance of the General Warranty Deed by the Buyer shall be deemed to be the full performance and discharge of every agreement and obligation of Seller herein contained and expressed, with the exception of any paragraph which specifically states that it survives closing.
- K. Severability:** If any provision of this Contract shall be invalid, the other provisions hereof shall not be effected thereby and shall remain in full force and effect.
- L. Further Actions:** Each party hereto shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to the Purchaser and to vest in each party all rights, interest and benefits intended to be confirmed by this Contract.
- M. Miscellaneous:**
- 1.) The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, heirs, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.
  - 2.) This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Facsimile documents and signatures shall be deemed original documents and signatures.
  - 3.) The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns; that unless amended in writing by Seller and Buyer, this Contract contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties or representations not

herein contained, and that it shall be construed under the laws of the Commonwealth of Virginia

4.) SELLER WARRANTIES

- a.) Seller warrants that it is the record owner of the Property
- b.) Seller warrants that there are no actions, suits, proceedings or investigation pending or, to the Seller's actual or constructive knowledge, threatened against or affecting the Property, or arising out of Seller's conduct on the Property
- c.) Seller warrants that, to the best of its knowledge, the Seller is in substantial compliance with the laws, orders and regulations of each governmental department, commission, board or agency, having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property
- d.) Seller warrants that the Seller is not a party to, nor subject to, nor bound by any contract or lease of any kind relating to the Property, with the exception of such contracts and leases as are set forth on the attached Schedule B.

8. **Seller's and Purchaser's Options:** In the event that the total cost of fulfilling Seller's obligations set forth in Paragraphs 8.C in Standard Provisions exceeds \$500.00 total, Seller shall have the option to: (i) pay the total cost; or (ii) pay \$500.00 to the Purchaser and to refuse to pay any excess over that amount. If the Seller elects (ii), Purchaser shall have the option to accept the Property in its present condition, in which case Seller shall pay \$500.00 to Purchaser at Settlement or terminate this Contract and recover the Deposit.

9. **Acceptance:**

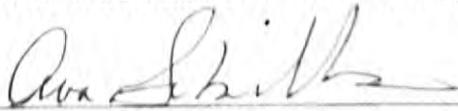
This Contract when signed by Buyer shall be deemed an offer and shall remain in effect, unless withdrawn, until the 9<sup>th</sup> day of Mar, 2024 at 5:00 p.m. If not accepted within that time by Seller by a delivery of a signed copy of this Contract to Buyer or Buyer's designated representative, this Contract shall become null and void.

Seller accepts this Contract at 3:25 a.m./p.m on the 9<sup>th</sup> day of March, 23.

WITNESS the following signatures and seals.

NEW ROAD DEVELOPMENT GROUP, INC.

3/7/23  
DATE

BY  (SEAL)  
MANAGING MEMBER  
SELLER

COMMONWEALTH of Virginia,  
County of Northampton, to-wit:

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2023 by  
Karamiah Jimenez

Karamiah R Jimenez (SEAL)  
Notary Public

My Commission expires: 08/31/2025



3-9-2023  
DATE

**LEGACY PLAZA, LLC**

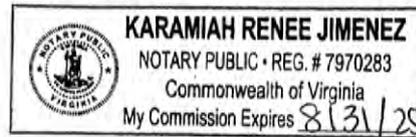
BY [Signature] (SEAL)  
**MANAGING MEMBER**  
**PURCHASER**

Commonwealth of Virginia,  
County of Northampton, to-wit:

The foregoing instrument was acknowledged before me this 9 day of March, 2023  
by Karamiah Jimenez

Karamiah R. Jimenez  
Notary Public

My commission expires: 8/31/2025





NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2633	Due Date:	12/05/2023
Account No.	10000358		

## REAL ESTATE BILL 2023

### Inquiries:

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

\*009354/18 MULTI D-009354

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

Page 1 of 2

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12712	010A1-08-00-000000B PARCEL B	23,100		0	23,100	0.760	175.56	0.00	175.56

**PLEASE READ THE REVERSE SIDE OF THIS BILL FOR IMPORTANT INFORMATION**

**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

**OR**  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	175.56
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2023</b>	<b>\$175.56</b>

Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.

Account Number:  Bill Number:  RPC:  Bill Year:

Current Taxes	175.56
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2023</b>	<b>\$175.56</b>

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

Daytime Telephone #:

000020&2023000002633600000175562



NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2591	Due Date:	12/05/2023
Account No.	10000358		

## REAL ESTATE BILL 2023

### Inquiries:

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

\*009354/18 MULTI D-009354

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12675	010A1-08-00-0000019 LOT 19 NEW ROAD COMMUNITY	5,500		0	5,500	0.760	41.80	0.00	41.80

**PLEASE READ THE REVERSE SIDE OF THIS BILL FOR IMPORTANT INFORMATION**

**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

**OR**  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2023</b>	<b>\$41.80</b>

*Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.*

**Account Number:**  **Bill Number:**  **RPC:**  **Bill Year:**

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

Current Taxes	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2023</b>	<b>\$41.80</b>

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

**Daytime Telephone #:**

00002082023000002591600000041806



NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2592	Due Date:	12/05/2023
Account No.	10000358		

## REAL ESTATE BILL 2023



\*009354/18 MULTI D-009354

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

**Inquiries:**

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

Page 1 of 2

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12676	010A1-08-00-0000020 LOT 20 NEW ROAD COMMUNITY	5,000		0	5,000	0.760	38.00	0.00	38.00

**PLEASE READ THE REVERSE SIDE OF THIS BILL  
FOR IMPORTANT INFORMATION**

**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

**OR**  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	38.00
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2023</b>	<b>\$38.00</b>

*Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.*

Account Number:  Bill Number:  RPC:  Bill Year:

Current Taxes	38.00
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2023</b>	<b>\$38.00</b>

Daytime Telephone #:

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

000020&202300000259240000003&000



NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2593	Due Date:	12/05/2023
Account No.	10000358		

## REAL ESTATE BILL 2023

\*009354/18 MULTI D-009354

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

**Inquiries:**

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

Page 1 of 2

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12677	010A1-08-00-0000021 LOT 21 NEW ROAD COMMUNITY	5,500		0	5,500	0.760	41.80	0.00	41.80

**PLEASE READ THE REVERSE SIDE OF THIS BILL FOR IMPORTANT INFORMATION**

**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

OR  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2023</b>	<b>\$41.80</b>

*Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.*

**Account Number:**  **Bill Number:**  **RPC:**  **Bill Year:**

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

Current Taxes	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2023</b>	<b>\$41.80</b>

**Daytime Telephone #:**

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

00002082023000002593200000041806



NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2594	Due Date:	12/05/2023
Account No.	10000358		

## REAL ESTATE BILL 2023

### Inquiries:

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

\*009354/18 MULTI D-009354

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12678	010A1-08-00-0000022 LOT 22 NEW ROAD COMMUNITY	5,500		0	5,500	0.760	41.80	0.00	41.80

**PLEASE READ THE REVERSE SIDE OF THIS BILL FOR IMPORTANT INFORMATION**

**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

OR  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2023</b>	<b>\$41.80</b>

*Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.*

Account Number:  Bill Number:  RPC:  Bill Year:

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

Current Taxes	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2023</b>	<b>\$41.80</b>

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

Daytime Telephone #:

00002082023000002594000000041806

# **Tab F:**

RESNET Rater Certification (MANDATORY)

## **Baseline requirement for all tax credit developments in Virginia**

**Certification must be completed by a third party, independent, non-affiliated certified RESNET rater. The rater must be certified by a provider found on the VHDA Certified Provider list. All raters must submit to the owner, to be included in the application, a signed VHDA RESNET Rater form and a HERS report from an energy rating software program listed on the [National Registry of Accredited Rating Software Programs](#). All raters certifying a property must be authorized to conduct business in Virginia.**

### New Construction

**Must become Energy Star Certified using appropriate program for development as defined annually by Energy Star-** Reservation application will include the VHDA RESNET Certification and HERS report. 8609's will not be issued until the Energy Star Certification is presented to the VHDA Tax Credit Allocation Department.

### Rehabilitation-

**30% performance increase over existing, based on HERS Index or, must evidence a HERS Index of 80 or lower-**Reservation application will include the VHDA RESNET Certification and HERS report. 8609's will not be issued until a notarized final VHDA RESNET Certification is received.

### Adaptive Reuse-

**Must achieve a HERS Index of 95 or lower.** Reservation application will include the VHDA RESNET Certification and HERS report. 8609's will not be issued until a notarized final VHDA RESNET Certification is received.

### Certified Provider list

VHDA recognizes all providers listed on the National Registry of Accredited Rating Providers.  
[http://www.resnet.us/professional/programs/search\\_directory](http://www.resnet.us/professional/programs/search_directory)



## Legacy Phase II Multi-Family Project (duplexes) 2023 LIHTC Pre-Review Comments

### Project Address

Ruth Wise Rd  
Exmore, VA 23350

### Project Summary

Legacy Phase II Multi-Family Project (duplexes) is a new construction low-rise multifamily development, comprised of 8 units located in Exmore, VA. New Road Community Development Group, Inc. plans to construct the project utilizing 9% LIHTC. As part of their funding application the project is seeking certification under the ENERGY STAR Multifamily New Construction Program V1.1 (ESMFNC). This level of certification requires the project to have a maximum HERS index in compliance with the Energy Star for Homes V3 floating target HERS score for townhomes and completion of all ENERGY STAR required checklists. Additionally the project is seeking certification under the Earthcraft Multifamily Program which requires a HERS of 70 at most and at least 150 points on the Multifamily New Construction workbook. Steven J. Cirile of Steven J. Cirile LLC is the primary architect contact for the project.

### Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v4.0.1 based on the proposed scope and plans provided by the project team dated February 27<sup>th</sup>, 2023. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 67. The following outlines the scope as it is currently modeled.

#### Enclosure:

- R-19 batt insulation over vented crawlspace
- R-20 Grade I cavity insulation in exterior above grade walls & R-20 rim and band
- R-13 Grade I cavity insulation in all adiabatic locations
- R-49 attic insulation
- 0.21 U-Value for opaque doors
- 0.30 U-Value/0.27 SHGC windows & glass doors

#### Mechanicals:

- Air Source Heat Pumps, 16 SEER, 9 HSPF
- 0.95 EF Electric storage water heater, 40 gallon
- 5 ACH<sub>50</sub> for infiltration threshold/blower door test
- 4% duct leakage to the outside, 6% total duct leakage
- Ducts within conditioned space and insulated to R-6
- Renewaire EV90 providing fresh air



Lights & Appliances:

- ES rated kitchen appliances
  - 616 kWh/yr refrigerator
  - 295 kWh/yr dishwasher
- Advanced lighting 100% LED

Please let me know if you have any questions or if the above information does not accurately capture your current scope.

Sincerely,

A handwritten signature in black ink that reads "Katy Maher". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Katy Maher  
*Project Manager, Viridiant*

**R. RESNET Rater Certification**

**RESNET Rater Certification of Development Plans**

Deal Name \_\_\_\_\_

Deal Address \_\_\_\_\_

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

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

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

\_\_\_\_\_ **New Construction** – EnergyStar Certification

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

\_\_\_\_\_ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;

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

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

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

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

**Additional Optional Certifications**

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

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

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





## Legacy Phase II Multi-Family Project (multifamily building) 2023 LIHTC Pre-Review Comments

### Project Address

Ruth Wise Rd  
Exmore, VA 23350

### Project Summary

Legacy Phase II Multi-Family Project (multifamily building) is a new construction low-rise multifamily development, comprised of 27 units located in Exmore, VA. New Road Community Development Group, Inc. plans to construct the project utilizing 9% LIHTC. As part of their funding application the project is seeking certification under the ENERGY STAR Multifamily New Construction Program V1 (ESMFNC). This level of certification requires the project to have a maximum HERS index in compliance with the ESMFNC floating target HERS score and completion of all ENERGY STAR required checklists. Additionally the project is seeking certification under the Earthcraft Multifamily Program which requires a HERS of 70 at most and at least 150 points on the Multifamily New Construction workbook. Steven J. Cirile of Steven J. Cirile LLC is the primary architect contact for the project.

### Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v4.0.1 based on the proposed scope and plans provided by the project team dated February 27<sup>th</sup>, 2023. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 64. The following outlines the scope as it is currently modeled.

#### Enclosure:

- R-10 slab edge insulation
- R-20 Grade I cavity insulation in exterior above grade walls & R-15 rim and band
- R-13 Grade I cavity insulation in all adiabatic locations
- R-49 attic insulation
- 0.21 U-Value for opaque doors
- 0.32 U-Value/0.27 SHGC windows & glass doors

#### Mechanicals:

- Air Source Heat Pumps, 19 SEER, 8.5 HSPF2
- 0.95 EF Electric storage water heater, 40 gallon
- 5 ACH<sub>50</sub> for infiltration threshold/blower door test
- 4% duct leakage to the outside, 6% total duct leakage
- Ducts within conditioned space and insulated to R-6
- Renewaire EV90 providing fresh air



Lights & Appliances:

- ES rated kitchen appliances
  - 300 kWh/yr refrigerator
  - 295 kWh/yr dishwasher
- Advanced lighting 100% LED

Please let me know if you have any questions or if the above information does not accurately capture your current scope.

Sincerely,

A handwritten signature in black ink that reads "Katy Maher". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Katy Maher  
*Project Manager, Viridiant*



viridiant

**Project Name:** Legacy Phase II Multi-Family Project  
**Construction Type:** New Construction  
**Energy Efficiency Path:** ENERGY STAR

Unit Type	Quantity	HERS	ENERGY STAR Target
1BR Top	2	53	67
1BR Bottom/Mid	3	56	69
2BR Bottom/Mid	14	53	66
2BR Top	8	49	63
Duplex Plan 1	2	58	71
Duplex Plan 2	6	57	77
<b>Projected Project HERS - Weighted Average</b>		<b>53</b>	

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: Le66mXKd

## HERS® Index Score:

# 58

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

## Annual Savings

# \$1,642

\*Relative to an average U.S. home

**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

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

ENERGY STAR v3.1

ENERGY STAR v3

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridian

1431 W. Main Street, Richmond, VA 23220

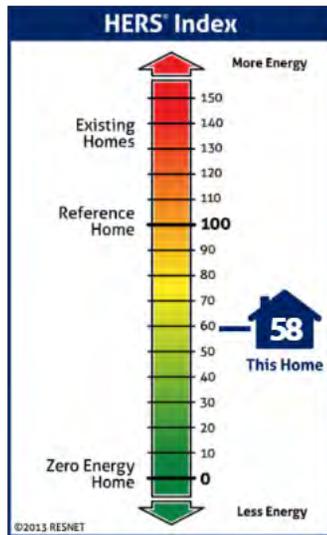
**Rating Provider:** Viridian

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/14/23 at 10:00 AM



## Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	2,244 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM • 41 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.18 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: vwYYPK0L

## HERS® Index Score:

# 57

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

## Annual Savings

# \$1,494

\*Relative to an average U.S. home

**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

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

ENERGY STAR v3.1

ENERGY STAR v3

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

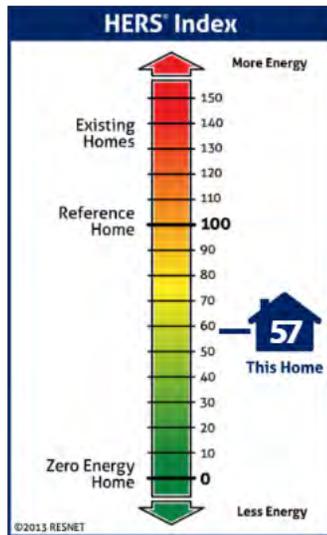
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/14/23 at 10:00 AM



## Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	2,037 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM • 41 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.2 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: LK55xbgv

## HERS® Index Score:

# 56

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

## Annual Savings

# \$700

\*Relative to an average U.S. home

**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

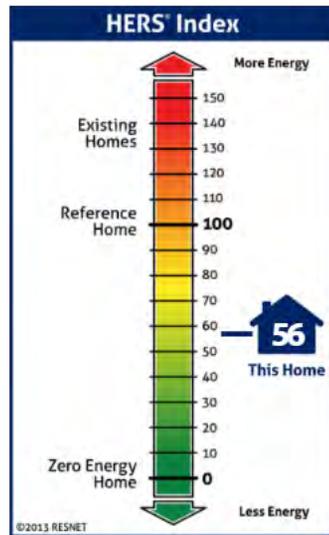
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/14/23 at 10:00 AM



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	786 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM • 41 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.33 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: vg00OwB2

## HERS® Index Score:

# 53

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

## Annual Savings

# \$745

\*Relative to an average U.S. home

**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

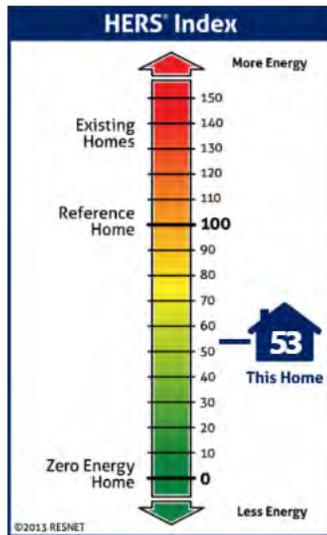
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/14/23 at 10:00 AM



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	786 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM • 41 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.33 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Ekotrope RATER - Version:4.1.0.3117

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

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: L-6091Bd

## HERS® Index Score:

# 53

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

## Annual Savings

# \$996

\*Relative to an average U.S. home

**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Katy Maher

ESNET ID: 243256

**Rating Company:** Viridian

1431 W. Main Street, Richmond, VA 23220

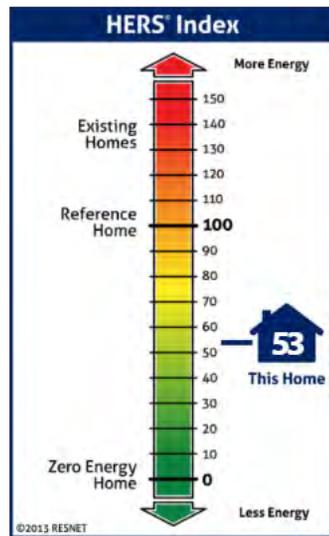
**Rating Provider:** Viridian

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/14/23 at 10:00 AM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,222 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump - Electric - HS-F2
Primary Cooling System:	Air Source Heat Pump - Electric - 19 SEER
Primary Water Heating:	Residential Water Heater - Electric - 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM @ 41 watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.33 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window: Type:	U-Value: 0.32, SHGC: 0.2
Foundation Walls:	N/A
Framed Floor:	N/A

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: vobbA45d

## HERS® Index Score:

# 49

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

## Annual Savings

# \$1,062

\*Relative to an average U.S. home

**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

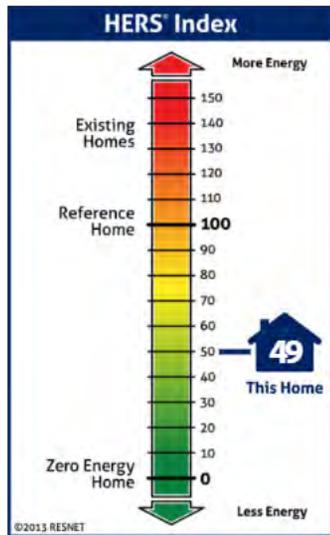
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/14/23 at 10:00 AM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,225 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM • 41 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.33 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

# **Tab G:**

Zoning Certification Letter (MANDATORY)



# TOWN OF EXMORE

P. O. Box 647 ♦ 3305 Main Street ♦ Exmore, Virginia 23350  
Ph: (757) 442-3114 ♦ Fax: (757) 442-4038

## Zoning Certification

**DATE:** March 4, 2024

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

**RE:** ZONING CERTIFICATION

Name of Development: Legacy Plaza

Name of Owner/Applicant: Legacy Plaza, LLC

Name of Seller/Current Owner: New Road Community Development Group, Inc.

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:**  
0-12 Ruth Wise Road  
Exmore, VA 23350

**Legal Description:**  
All that certain lots or parcels of land, situate in Northampton County, Virginia, designated as Lots B, 19, 20, and 22 that  
subdivision plat entitled A Plat of Survey New Road Community located near Exmore, Franktown  
District Northampton County, Virginia made by Shore Engineering, Inc. dated  
February 25, 1997, which is recorded in the Clerk's Office for the Circuit Court of Northampton County in Plat Book 26 Pages 20 and 21.

### Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>35</u> # Units	<u>6</u> # Buildings	<u>69252</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: Business General allowing a density of \_\_\_\_\_ units per acre, and the following other applicable conditions: this zoning district has an unrestricted lot size requirement

Other Descriptive Information:

---

---

---

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

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

H. Taylor Dukes III

Signature

H. Taylor Dukes III

Printed Name

Zoning Administrator

Title of Local Official or Civil Engineer

757-442-2476

Phone:

March 8, 2024

Date:

**NOTES TO LOCALITY:**

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

# **Tab H:**

Attorney's Opinion (MANDATORY)

March 14, 2024

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

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Legacy Plaza  
Name of Owner: Legacy Plaza, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 14, 2024 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the

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

3. 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.
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon 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 ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing and may not be relied upon by any other party for any other purpose.

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

Sincerely,

*Applegate + Thorne-Thomsen, P.C.*

Applegate & Thorne-Thomsen, P.C.

# 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)

**V. Nonprofit Questionnaire**

**Nonprofit Questionnaire**

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

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

**1. General Information**

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

Indicate funding sources and amount used to pay for office space

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

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

## Appendices continued

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

---

---

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

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

Describe the duties of all staff members:

---

---

---

---

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

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

---

---

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

---

---

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

---

---

---

---

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

---

---

---

---

# Appendices continued

## 2. Nonprofit Formation

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

---

---

---

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

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

---

---

---

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

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

---

---

---

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

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

---

---

---

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

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

---

---

---

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

YES    NO

## Appendices continued

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 3. Nonprofit Involvement

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

YES     NO

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

YES     NO

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

YES     NO

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## Appendices continued

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

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

---

---

---

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

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

---

---

---

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

YES  NO If yes,

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

---

---

---

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

---

---

---

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

---

---

---

## Appendices continued

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

---

---

---

---

---

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

---

---

---

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

---

---

---

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

---

---

---

---

---

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

---

---

---

## Appendices continued

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

---

---

---

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

---

---

---

---

---

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

YES  NO If yes, explain:

---

---

---

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

YES  NO If yes, explain:

---

---

---

## Appendices continued

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

---

---

---

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

---

---

---

---

#### 4. Virginia and Community Activity

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

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

---

---

---

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

---

---

---

---

---

## Appendices continued

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

---

---

---

---

---

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

YES  NO

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

YES  NO If yes, explain:

---

---

---

---

---

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

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

---

---

---

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

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

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

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

YES  NO

## Appendices continued

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

---

---

---

---

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

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

---

---

---

---

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

YES  NO If yes, explain:

---

---

---

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

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

---

---

---

---

## Appendices continued

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

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

---

---

---

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

---

---

---

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

YES  NO If yes, explain:

---

---

---

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

YES  NO If yes, explain the need identified:

---

---

---

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

YES  NO If yes, explain the plan:

---

---

---

# Appendices continued

## 5. Attachments

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

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

Date February 26, 2024

Owner/Applicant Legacy Plaza, LLC

By 

Its President

Title

Date February 24, 2024

New Road Community Development Group, Inc.

Nonprofit

By 

Board Chairman

By \_\_\_\_\_

Executive Director

**New Road Community Development Group  
2023 – 2024 Board of Directors**

Ava Gabrielle-Wise	President	13443 Buckland Way Harborton, Virginia 23420
Davada Davis	Vice-President	544 Horizon St. Maylene, Alabama 35114
Demetria Sturgis		3273 Westmore Rd Exmore, Virginia 23350
Timara McMillan		112 Cambridge Point Drive Alabaster, Alabama 35007
Orazio Mancarella		5409 Colony Way Hoover, Alabama 35226
Jaela Bowers		544 Horizon St. Maylene, Alabama 35114
Staff:		Ava Gabrielle-Wise President/Executive Manager

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

# Tab K:

Documentation of Development Location:

# **Tab K.1**

Revitalization Area Certification

## RESOLUTION

WHEREAS, pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Town Council of the Town of Exmore, Virginia, desire to designate the area (the "Area") described on Exhibit A attached hereto as a revitalization area;

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

(1) the facilities in the Area are subject to one or more of the following conditions: dilapidation, obsolescence; overcrowding; and

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

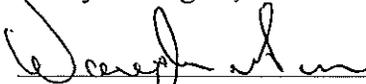
NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Area is hereby designated as a revitalization area.

NOW, THEREFORE, BE IT HEREBY FURTHER DETERMINED that the following portions of the buildings are to be located in the Area are necessary for the revitalization of the Area:

42,000 sf in multi-family buildings, one with 7,000 sf of commercial space.

ORDAINED by the Mayor and Council at its regular meeting held on August 1, 2022.

Approved this 1<sup>st</sup> day of August, 2022

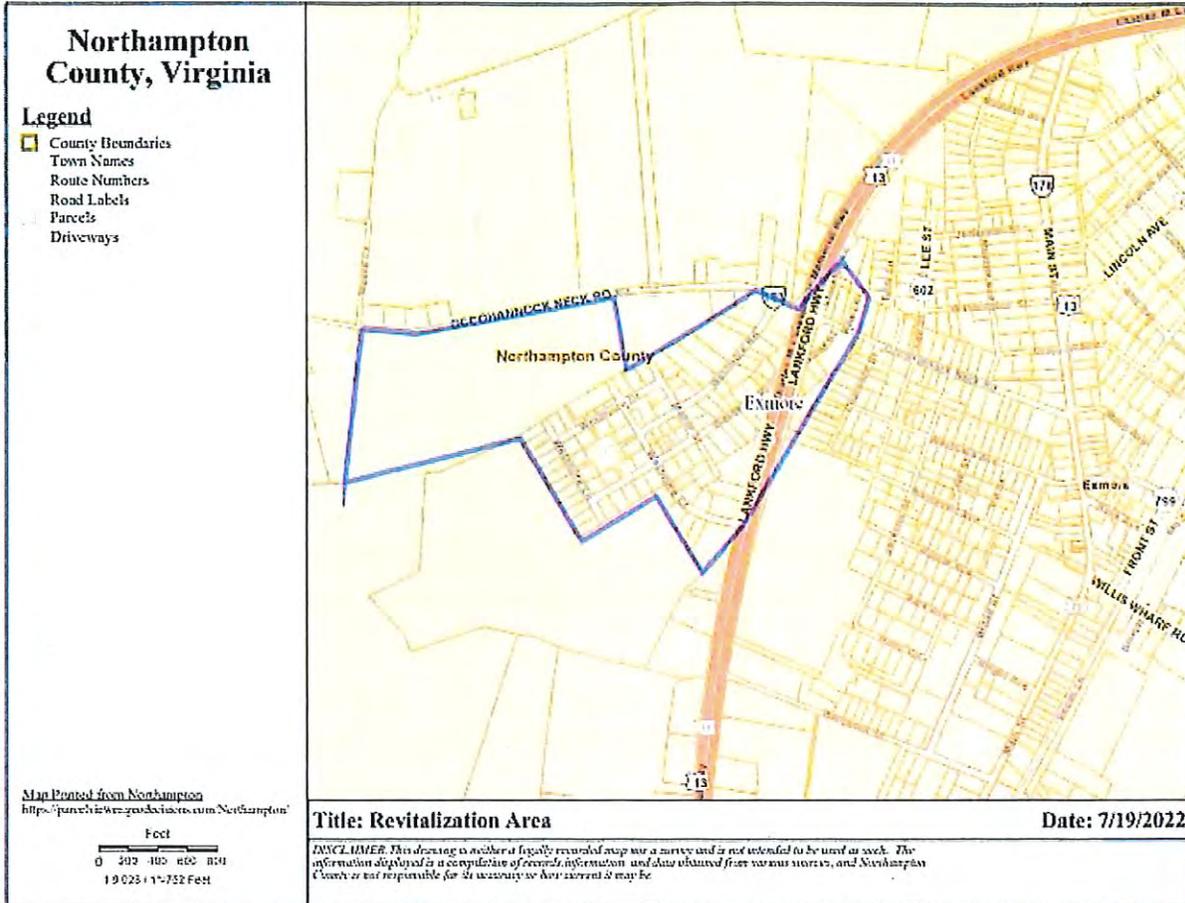
APPROVED:   
Douglas Greer, Mayor

---

At a regular meeting of the Town Council of the Town of Exmore, Virginia, held in the meeting room of the J. Guy Lawson Municipal Building, 3305 Main Street, Exmore, Virginia, on the 1<sup>st</sup> day of August, 2022 at 7:00 pm. Motion was made by Councilman Sturgis, seconded by Councilman Heaster, to adopt the Resolution designating the area (the "Area") described on Exhibit A attached hereto as a revitalization area; and was passed unanimously.

  
Ethel Parks, Town Clerk

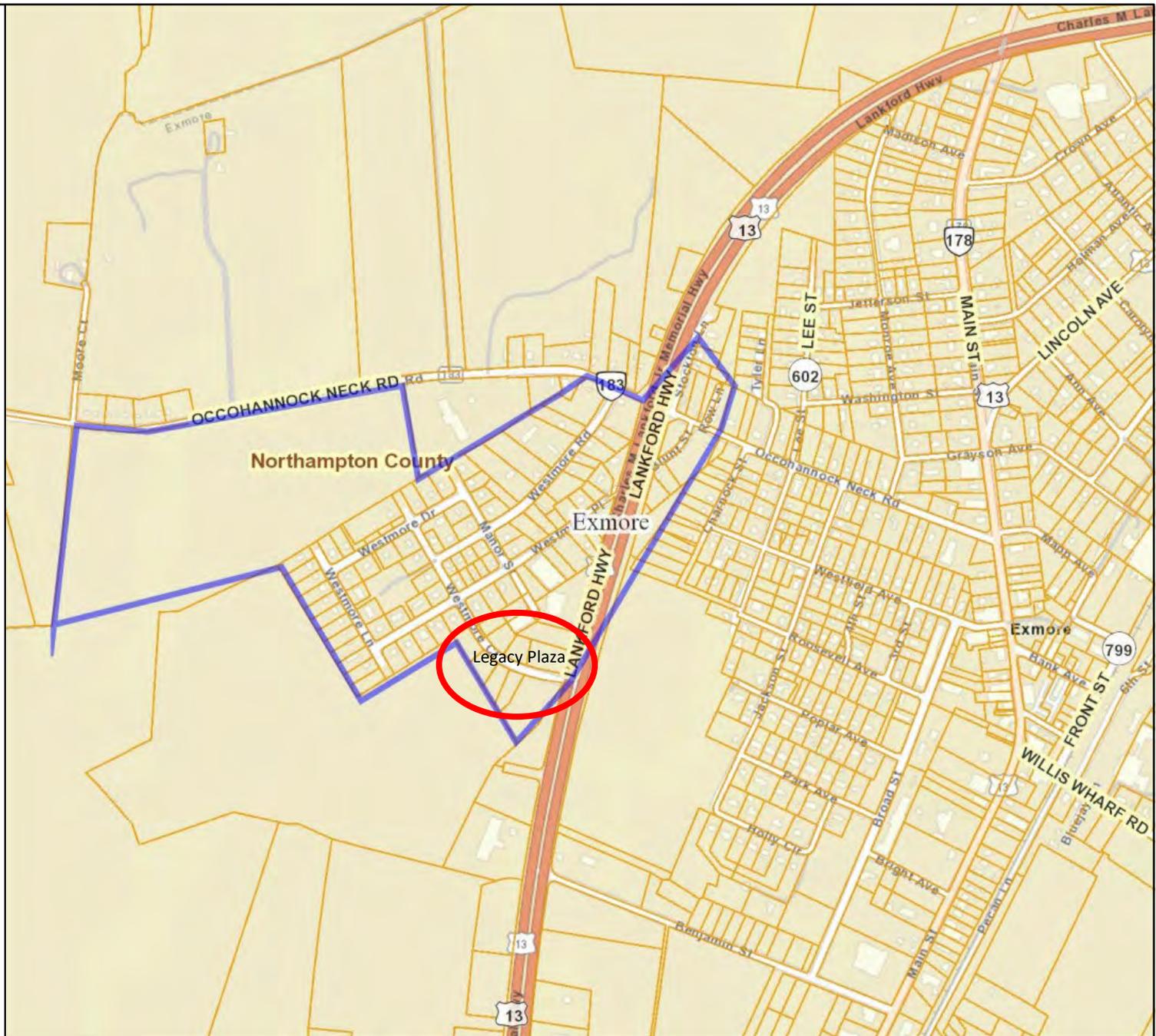
EXHIBIT A



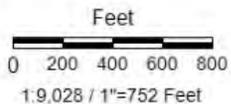
# Northampton County, Virginia

## Legend

- County Boundaries
- Town Names
- Route Numbers
- Road Labels
- Parcels
- Driveways



Map Printed from Northampton  
<https://parcelviewer.geodecisions.com/Northampton/>



**Title: Revitalization Area**

**Date: 7/19/2022**

*DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Northampton County is not responsible for its accuracy or how current it may be.*

# **Tab K.2**

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



Civil Engineers  
Land Planners  
Landscape Architects  
Surveyors

Appendices continued

Surveyor's Certification of Proximity to Transportation

**General Instructions**

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

Date 2/22/2023

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development Legacy Plaza

Name of Owner Legacy Plaza, LLC

Ladies and Gentlemen:

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

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

2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; OR

1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

Firm Name Atlantic Group & Associates, Inc.

By Christopher Carbaugh

Its Managing Partner

Title

# Tab L:

PHA / Section 8 Notification Letter

Appendices continued

**PHA or Section 8 Notification Letter**

Date 3-5-24

To Elaine Meil  
Accomac Northampton Regional Housing Author  
PO Box 417,23372 Front St. Accomac VA 23301

RE: Proposed Affordable Housing Development

Name of Development Legacy Plaza

Name of Owner Legacy Plaza, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on 12/31/25 (date).

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

Development Address 11360 Jane Pittman Road, Exmore VA 23350

**Proposed Improvements:**

- New Construction: 35 #Units 6 #Buildings
- Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

**Proposed Rents:**

- Efficiencies: \$ \_\_\_\_\_ /month
- 1 Bedroom Units: \$ 575/650 /month
- 2 Bedroom Units: \$ 710/850 /month
- 3 Bedroom Units: \$ 825/950 /month
- 4 Bedroom Units: \$ \_\_\_\_\_ /month

**Other Descriptive Information:**

New construction of two garden-style multi-family buildings containing 35 apartments and commercial space,  
adjacent to the new construction of four duplex structures with 8 three-bedroom apartments.

Appendices continued

**PHA or Section 8 Notification Letter**

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (757) 442 - 4509 .

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

Sincerely yours,

Name Ava Gabrielle Wise

Title President New Road Community Development Group, Inc.

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

Seen and Acknowledged By Elaine KUMed

Printed Name: Elaine KUMed

Title Executive Director

Phone 757-787-2800

Date 3-5-24

# Tab M:

Intentionally Blank

# **Tab N:**

Homeownership Plan

# **Tab O:**

Plan of Development Certification Letter



## TOWN OF EXMORE

P. O. Box 647 ♦ 3305 Main Street ♦ Exmore, Virginia 23350

Ph: (757) 442-3114 ♦ Fax: (757) 442-4038

### Plan of Development Certification

DATE: 3/8/2024

TO: Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: Stephanie Flanders

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Legacy Plaza</u>
Name of Owner/Applicant:	<u>Legacy Plaza, LLC</u>
Name of Seller/Current Owner:	<u>New Road Community Development Group</u>

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the site plan of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming the status of plan of development or site plan approval 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 Virginia Housing's Qualified Allocation Plan for housing tax credits.

#### DEVELOPMENT DESCRIPTION:

Development Address:

0-12 Ruth Wise Road

Exmore, VA 23350

Legal Description:

All that certain lots or parcels of land, situate in Northampton County, Virginia, designated as Lots B, 17, 19, 21 that subdivision plat entitled A Plat of Survey New Road Community Located Near Exmore, Franktown District Northampton County, Virginia made by Shore Engineering, Inc., dated February 25, 1997, which is recorded in the Clerk's Office for the Circuit Court of Northampton County in Plat Book 20 and 21.

Plan of Development Number: \_\_\_\_\_

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>35</u>	# Units	<u>6</u>	# Buildings	<u>59252</u>	Total Floor Area
<input type="checkbox"/> Adaptive Reuse:	<u>          </u>	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area
<input type="checkbox"/> Rehabilitation:	<u>          </u>	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area

Other Descriptive Information:

Legacy Plaza is a new construction mixed use development including 2 garden-style buildings containing one and two-bedroom apartments, and 4 duplex buildings with 3-bedroom townhome style apartment units.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.
- The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: March 8, 2025

H. Taylor Dukas III  
Signed  
H. Taylor Dukas III  
Printed Name  
Zoning Administrator  
Title  
757-442-2476  
Phone  
3/8/2024  
Date

## Legacy Plaza – legal description

010A1-08-00-000000A - Parcel B New Road Community

010A1-08-00-0000019 - Lot 19 New Road Community

010A1-08-00-0000020 - Lot 20 New Road Community

010A1-08-00-0000021 - Lot 21 New Road Community

010A1-08-00-0000022 - Lot 22 New Road Community

# Tab P:

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

# **Tab Q:**

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

# **Tab R:**

Documentation of Utility Allowance calculation



March 12, 2024

Ava Gabrielle-Wise  
 New Road Community Development Group, Inc.  
 11360 Manor St  
 Exmore, VA 23350  
 avagabrielle@ussustainabledevelopmentcorp.com

RE: Preliminary Utility Allowance for Legacy Phase II Multi-Family Project

Dear Ava Gabrielle-Wise,

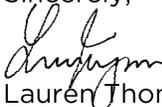
Please see the following Preliminary Utility Allowance (UA) for Legacy Phase II Multi-Family Project located in Exmore, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Other	Gas:	N/A
Water:	Town of Exmore	Trash:	N/A
Sewer:	Town of Exmore		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

UTILITY ALLOWANCE			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 16.86	\$ 19.35	\$ 21.85	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 7.87	\$ 9.03	\$ 10.20	N/A
Cooking	Electric	Tenant	N/A	\$ 6.74	\$ 7.74	\$ 8.74	N/A
Lighting	Electric	Tenant	N/A	\$ 26.98	\$ 30.96	\$ 34.96	N/A
Hot Water	Electric	Tenant	N/A	\$ 15.74	\$ 18.06	\$ 20.39	N/A
Water	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
Sewer	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
Trash	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
<b>Total UA costs (Unrounded)</b>			\$ -	\$ 74.18	\$ 85.15	\$ 96.14	\$ -

*\*Allowances only for Legacy Phase II Multi-Family Project as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

Sincerely,  
  
 Lauren Thomson  
 Project Manager

# **Tab S:**

Supportive House Certification and/or  
Resident Well Being MOU

# **Tab T:**

Funding Documentation



## TOWN OF EXMORE

P. O. Box 647 ♦ 3305 Main Street ♦ Exmore, Virginia 23350  
Ph: (757) 442-3114 ♦ Fax: (757) 442-4038

March 4, 2024

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

Dear Mr. Bondurant:

The Town of Exmore supports the development of the Legacy Phase II project in the New Roads Community of Exmore. In August 2022, the town resolved the area where the project is located a “revitalization area” in accordance with Section 36-55.30:2.A of the Code of Virginia 1950.

In Phase I of the Legacy Project, the Town supported the effort with the in-kind contribution of demolition and infrastructure. In Phase II, we received \$1,000,000.00 in support of replacing failing infrastructure in the LMI community that began in August of 2023.

The Town received a CDBG award for infrastructure improvements. A portion of which will be used to support residential dwellings in the New Road Community including the development projects that are currently underway like the Phase II project. As such, the Town will expend \$500,000 of the funds that are committed to the LMI community in the New Road Community area that includes the Legacy Phase II project.

Respectfully,

H. Taylor Dukes III  
Public Utilities Director/ Zoning Administrator

**CONTRACT #: 21-21-12**  
**GRANTEE: Town of Exmore**  
**CFDA# 14.228**

**AGREEMENT**

This AGREEMENT, entered into as of this **thirteenth day of February 2023** by and between the Virginia Department of Housing and Community Development hereinafter referred to as "DHCD" and **Town of Exmore**, Virginia hereinafter referred to as "GRANTEE."

**WITNESSETH**

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer Community Development Block Grant (CDBG) funds pursuant to the Housing and Community Development Act of 1974, as amended, and

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer CDBG funds in the form of Community Improvement Grants according to the CDBG Program Design, and

WHEREAS, the PROJECT as described in the Proposal as submitted by the GRANTEE has achieved a sufficiently high ranking through a competitive proposal selection system to qualify for CDBG funding on the basis of the CDBG Program Design,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the GRANTEE a COMMUNITY IMPROVEMENT GRANT in an amount of the total allowable, eligible costs in carrying out the ACTIVITIES included in Products herein described not to exceed one million dollars (**\$1,000,000.00**).
2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its CDBG Grant.
3. The GRANTEE will commence, carry out and complete the following Products (more thoroughly described in the GRANTEE'S CDBG Proposal).

PROJECT TITLE: Town of Exmore Wastewater Improvement Project

OUTCOMES: The proposed project involves the construction of a new low-pressure grinder collection system for the entire town. The proposed wastewater improvements will provide benefit to the entire Town of Exmore. The collection system will service the entire Exmore community. Mandatory connections will be enforced.

BENEFITS:	Total Persons - 1460	Total LMI Persons - 832
	Total Households - 655	Total LMI Households - 373

ACTIVITIES:

- A. Administration of this project in a timely and compliant manner per DHCD/HUD guidelines (*CDBG funded*); and,
- B. Design, installation and inspection of a new low-pressure grinder wastewater collection system for the entire Town of Exmore (*CDBG and Non-CDBG funded*).

4. The aforementioned PROJECT shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.
5. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROJECT completion, there are cost underruns or project savings, these costs shall revert to DHCD and other funding sources committed to the PROJECT in the CIG proposal on a proportional basis, unless superseded by other federal program requirements. In no case will leveraged funds be returned beyond that amount which would have changed the PROJECT'S ability to be funded initially.
6. The GRANTEE will initiate the ACTIVITIES required by the CONTRACT DOCUMENTS beginning **February 13, 2023**, unless grant Special Conditions require additional action on specified PRODUCT(S) before proceeding with that PRODUCT(S). In such instances the GRANTEE will initiate action relative to removal of the Special Conditions beginning with the execution of this AGREEMENT.
7. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS within **30** months of the execution of this AGREEMENT, or more specifically on or before **August 12, 2025**. If the ACTIVITIES are not completed by that date all CIG funding and this AGREEMENT shall be terminated and the Grantee shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.
8. DHCD agrees to make payment to the GRANTEE upon receipt of a properly completed and signed invoice. Requests for Payment may be made, allowing approximately twenty-one days to receive the funds. Funds are to be immediately disbursed by the GRANTEE and shall not be deposited in an interest-bearing account.
9. The term CONTRACT DOCUMENTS means the following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full.
  - A. GRANTEE'S CDBG Proposal (including any revisions);
  - B. CDBG AGREEMENT;
  - C. SPECIAL CONDITIONS;
  - D. GENERAL CONDITIONS;
  - E. ASSURANCES;
  - F. AMENDMENTS (none as of the date this Agreement was signed);
  - G. GRANT MANAGEMENT MANUAL (including any revisions/updates);
  - H. CONTRACT NEGOTIATION RECORD;
  - I. PROJECT MANAGEMENT PLAN (including any revisions);
  - J. PROGRAM INCOME PLAN (if required);
  - K. ANY PROJECT SPECIFIC PLAN AND/OR PROGRAM DESIGN; and
  - L. LAST APPROVED BUDGET.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: Sandra Powell  
Sandra Powell, Sr. Deputy Director  
Division and Community Development and Housing

DATE: 2/16/2023

City of Richmond,  
Commonwealth of Virginia

I do certify that Sandra Powell personally appeared before me and made oath that she is Senior Deputy Director of the Department of Housing and Community Development and that she is duly authorized to execute the foregoing document.

My commission expires: 5/31/2023.

Given under my hand this 16th day of February, 2023.

Sandra G Davis 7620150  
Notary Public Registration Number



TOWN OF EXMORE

BY: Robert Duer  
Robert Duer, Town Manager

DATE: 02/14/2023

City/County/Town of EXMORE,  
Commonwealth of Virginia

I do certify that Robert Duer personally appeared before me and made oath that he is Town Manager of the Town of Exmore and that he is duly authorized to execute the foregoing document.

My commission expires: 11-30-26.

Given under my hand this 14 day of February, 2023.

Lynn Lewis Sherwood 7620091  
Notary Public Registration Number



Commonwealth of Virginia  
Lynn Lewis Sherwood- Notary Public  
Registration # 7620091

**SPECIAL CONDITIONS**

1. The Town did not request approval of any precontract expenses.
2. A total of \$19,537,000 in leverage funds is committed to this project by the GRANTEE. Sources of funds are as follows:

USDA/Rural Development	\$ 9,537,000.00
Department of Environmental Quality	<u>10,000,000.00</u>
TOTAL ACCEPTED	\$19,537,000.00

These funds shall be expended prior to or in proportion to CDBG Funds within the budget, per activity. If additional leverage funds are committed to the project beyond those outlined above, the required leverage will remain at the originally approved amount. Documentation of the expenditure of these funds shall be maintained by the Grantee and reported to DHCD upon request.

3. The Town understands and acknowledges that construction contracts executed under this grant that are to be paid for in whole or in part with CDBG funds will be subject to the Fair Labor Standards Act and the Davis Bacon Act and attendant requirements. ALL work performed under a contract paid in whole or in part with CDBG must be fully compliant, requiring - for example - weekly submission of certified payrolls by prime and subcontractors, interviews of workers, documentation related to payroll deductions, etc. (noting that this is not a comprehensive list). All submissions must be checked and approved by the Town. Any and all irregularities must be promptly documented and resolved. The Town understands and acknowledges that this is both a significant and essential element of any project, but particularly a project of this magnitude. The Town is strongly advised to ensure that more than one individual is both qualified and engaged in providing this oversight.
4. Prior to submitting a remittance request, the Town will provide an updated timeline as part of its Project Management Plan.
5. DHCD expects remittance requests for *each* CDBG-funded budget activity to be submitted *at least quarterly*. All remittance requests must be submitted via CAMS and shall be accompanied at least by a cover memorandum and copies of relevant invoices and checks. Remittances for administration expenses will be accepted and processed **only** on a pay-for-performance basis. The benchmarks to be used in determining eligibility for payment will be negotiated between the GRANTEE and the assigned Community Development Specialist. The benchmarks, compensation, and their schedule shall be considered as an ATTACHMENT to this CONTRACT. The GRANTEE must include a comparable compensation process for making payments to contractual service providers, and that process with benchmarks and a compensation schedule must be included in contracts with service providers.
6. All grant-related work shall occur using a management team concept and representing all stakeholders, including but not limited to neighborhood residents (sparkplugs), the engineer and/or architect, the rehab specialist, the housing program administrator, the grant administrator, the Chief Executive, the Director of Public Works, and the local Planner, as appropriate.
7. The Project Management Team shall meet regularly (at least monthly) to properly monitor the Project's progress. The Team will review its Project Management Plan to determine if the project is being implemented according to the projected plan. The plan will be updated promptly in recognition of a deviation from projections and DHCD will be notified.

8. DHCD reserves the right to end funding at any point should the project prove nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved Project Management Plan.
9. Monthly progress reports must be submitted to DHCD. These reports must document CDBG and non-CDBG funds expended and obligated to date and the actions taken on key benchmarks that support the successful completion of the project.
10. DHCD reserves the right to require additional documentation pertaining to construction, professional service, non-professional service or other contracts obligating CDBG funds prior to approving drawdown requests.
11. Throughout the life of the project, the GRANTEE will ensure that the appropriate staff attends all required DHCD training, including the annual Grant Management Workshop. Depending upon the training being offered, the individuals who must attend may include the grant manager, the rehabilitation specialist, the federal labor standards contract compliance officer and/or the financial manager.
12. As the Centralized Application and Management System (CAMS) is implemented, at a minimum, the following must be observed:
  - A. The only CAMS User Role that a consultant or PDC staff may be assigned on the grantee's Manage Staff and/or Project pages is "Consultant." While documents may be prepared and uploaded into CAMS by a "Consultant," only the grantee can submit them.
  - B. Each file uploaded may be no larger than 20 to 25 megabytes, depending upon the GRANTEE's connection. Multiple files can be compressed (zip) into one file. Executed documents must be scanned in their entirety and as a single document.
  - C. The original executed GRANT AGREEMENT must be mailed to DHCD, along with the original Certification of Signatures and Address. Upon receipt of the AGREEMENT, it will be signed by DHCD's Director of Outreach, Planning and Compliance. DHCD will upload the executed AGREEMENT into CAMS. The GRANTEE must download a copy and place it into the official grant project files. **If the GRANTEE would like an original signature page, the GRANTEE should request it when it returns the AGREEMENT.**
  - D. After the AGREEMENT has been executed, the GRANTEE must submit the project budget into CAMS.
  - E. After it has been signed by all required signatories except for the Community Development Specialist, the Project Management Plan, including the timeline, must be mailed to DHCD. The Plan will be signed by the Community Development Specialist and uploaded into CAMS.
  - F. All correspondence, including contract amendment and budget revision requests, must be uploaded into "Reports & Documents" in CAMS as *correspondence* documents.
  - G. All ACTIVITIES required by this contract must be uploaded into "Reports & Documents" in CAMS as *contract* documents.
  - H. All remittance requests must be submitted through "Remittance" in CAMS. If products are submitted in "Reports & Documents" at the same time as a remittance request, the explanation text box at the bottom of the Remittances screen must note this fact.

- I. The following pre-contract activity documents must be scanned in its entirety and as a single document and uploaded into “Reports & Documents” in CAMS as *contract* documents: Published Combined Notice of FONSI & NOI-RROF advertisement; Executed Request for Release of Funds and Certification; Executed Fair Housing Certification; Executed Program Income Plan, including the list of appointed Oversight Board members, if appropriate; Executed Program Design(s), including Oversight Board by-laws, if appropriate; Executed Industry Agreements; and Executed Certification of Signatures and Address.
- J. All annual financial audit reports as required by this AGREEMENT shall be submitted through CAMS.

## GENERAL CONDITIONS

1. DEFINITIONS - Whenever used in the CONTRACT DOCUMENTS the following terms when written in all capital letters shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
  - A. AMENDMENT - A formal addition or modification to the CONTRACT DOCUMENTS which has been approved in writing by both parties, and which affects the scope, objectives or completion date of the PROJECT, or which affects the manner in which the PROJECT is to be carried out.
  - B. APPLICANT - The entity which made the proposal for COMMUNITY IMPROVEMENT GRANT funding and accepted responsibility for assuring compliance and performance of all conditions.
  - C. ASSURANCES - The ASSURANCES which are attached to this document.
  - D. COMMUNITY IMPROVEMENT GRANT (CIG) - The funds, the PROJECT and PRODUCTS to be funded, and all conditions, laws and regulations affecting administration of funds currently in effect or as subsequently amended, and provided by DHCD to the GRANTEE from Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development.
  - E. CONTRACT DOCUMENTS - The legal agreement between DHCD and the GRANTEE including the AGREEMENT and all documents referenced in paragraph 9 thereof.
  - F. GRANTEE - The entity which is the recipient of CIG funds and as such must comply with CONTRACT DOCUMENTS.
  - G. MANUAL - The Community Improvement Grant Management Manual, which contains required forms and instructions for the administration of CIG's and provides required and non-required procedures for project management.
  - H. PRODUCT - A PROJECT activity which constitutes a specific portion of the PROJECT, and as such is covered by its own budget.
  - I. PROJECT - The physical activities undertaken to meet the overall stated objective for which CIG funding is utilized.
  - J. PROJECT MANAGEMENT PLAN - A plan prepared by the Grantee, which identifies roles, responsibilities, method of contract administration and oversight, key dates for task implementation and completion, analysis of potential problems and management organization.
  - K. WORK - All labor, equipment and materials necessary to produce the construction of the PROJECT as required by the CONTRACT DOCUMENTS.
  - L. WRITTEN NOTICE - Any notice from one party to the AGREEMENT to the other signed by an authorized official which transmits binding statements of fact or condition and is delivered to the appropriate authorized official either in person or through the United States mail.

2. ADMINISTRATIVE PROCEDURES - The GRANTEE shall perform all contracted WORK and administer all grant funds and activities in conformance with the general terms and special conditions set forth where required in DHCD's MANUAL, and any WRITTEN NOTICES from DHCD.
3. ACCOUNTING RECORDS - The GRANTEE shall establish and maintain separate accounts within its existing accounting system or set up accounts independently which are in conformity with the requirements of the Code of Federal Regulations (24 CFR Part 85), the DHCD MANUAL requirements and any WRITTEN NOTICES from DHCD. The GRANTEE shall record in its accounting system all Grant payments received by it pursuant to this Grant and all other funds provided for, accruing to, or otherwise received on account of the Grant.

All costs, including paid services contributed by the GRANTEE or others, charged to the Grant shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the GRANTEE locality.

4. COSTS INCURRED PRIOR TO GRANT AGREEMENT EXECUTION - No costs incurred prior to the execution of the AGREEMENT shall be eligible for reimbursement with Grant funds, unless such incurred costs are authorized in writing by DHCD.
5. PROGRAM BUDGET - The GRANTEE shall carry out activities and incur costs only in conformance with the latest approved budget for the Grant and subject to the provisions of these CONTRACT DOCUMENTS. The budget may be revised through Administrative Procedures detailed in the MANUAL, but no such budget or revision shall be effective unless and until the Department shall have approved the same in writing or as indicated in item 16 of these General Conditions.
6. RECORDS – The GRANTEE shall maintain accurate, complete and orderly documentation of CDBG-funded activities in conformance with the provisions of these CONTRACT DOCUMENTS and the MANUAL. Records shall be readily accessible to DHCD, appropriate State and Federal agencies, or any of their duly authorized representatives, and the general public during the course of the project. The records shall remain intact and accessible for ten (10) years from the day of DHCD's acceptance of the final audit or financial statements. If any litigation claim or audit is started before the expiration of the ten (10) year period, the records shall be retained until such action is resolved. Notwithstanding, records of any nonexpendable property must be retained for a ten (10) year period following final disposition.
7. REPORTS - The GRANTEE shall furnish, regularly and in such form as DHCD may require, reports concerning the status of project activities and grant funds. Such reports shall be submitted in the form and manner as prescribed in the MANUAL and in WRITTEN NOTICES from DHCD.

All reports shall be completed in full and submitted at the time prescribed by DHCD. Reports shall contain accurate information and shall detail any problems, delays or adverse conditions experienced.

8. QUALITY CONTROL - The GRANTEE accepts the responsibility to assure that all grant funded PRODUCTS shall be implemented with the highest possible degree of competence, workmanship,

quality and cost effectiveness. To this end, the GRANTEE shall provide a system of quality control to include all aspects of grant administration and project implementation.

The GRANTEE shall obtain a certification of inspection and final completion signed by the project engineer or by the person responsible for quality control at the completion of each construction ACTIVITY.

9. COMMUNICATIONS - WRITTEN NOTICES shall constitute the only means of binding statements of fact or condition between the parties of this agreement. All required reports and requests to be issued by the GRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. *Please note that project-specific technical assistance provided via email does NOT have the weight of official WRITTEN NOTICE. Rather, it is comparable to oral technical assistance discussions.* All directives, findings and other formal issuance by DHCD must be transmitted through a WRITTEN NOTICE unless otherwise specified in the CONTRACT DOCUMENTS.

WRITTEN NOTICES shall be signed by and addressed to the appropriate authorized official and shall be considered transmitted when delivered in person, uploaded into CAMS or through the United States mail.

The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.

10. ACCESS TO BENEFITS - No access or connection fees shall be charged to low- and moderate-income persons for access to improvements or benefits provided by grant funds. All low- and moderate-income persons identified in the proposal shall be assured access to and use of grant assisted improvements by regular user charges for the specified service.
11. BENEFITS - The PROJECT shall be implemented in such a manner so as to provide benefits to all persons identified in the project proposal. Affirmative steps shall be taken to assure direct benefit to low- and moderate-income persons in the number and extent identified in the proposal.
12. PROGRAM INCOME - Any income derived from activities financed with grant funds is program income and shall be utilized in the following manner:
  - A. Program income earned during the life of the grant is considered Active Program Income. It must be tracked by contract year. A contract year begins with the effective date of the contract and concludes 364 days later. Grantees shall track all Program Income based on the date that it is earned and report said amounts to DHCD when requested. When Active Program Income exceeds \$35,000 in any given contract year, 100% of that income earned must be spent immediately for eligible project expenses in lieu of drawing down funds. The Grantee may be able to access the total amount of CDBG funds in the grant agreement provided the Grantee has an approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement.

When Active Program Income is less than \$35,000 in a given contract year, it does not have to be expended immediately. It may be held in an interest bearing account. The Active Program Income and interest earned from it must be tracked by the Grantee. All Active Program Income earned in given program years in amounts of under \$35,000 per year can accumulate until the end of the project. The cumulative amount of these funds shall be used on eligible CDBG project activities at the end of the project. In these cases, the Grantee may use the program income in addition to the total amount of CDBG funds in the grant agreement provided the Grantee has an

approved Program Income Plan, the project is completed in a timely manner, and there are eligible project expenses that can be incurred in delivering products consistent with the CDBG grant agreement. Funds remaining at Administrative Closeout of the grant must be returned to DHCD.

- B. Miscellaneous revenue is proceeds received in a 12-month reporting period (July 1 – June 30) of less than \$35,000 from an administratively closed project funded with CDBG monies. No amount of miscellaneous revenue received in the reporting period may be expended until after the period has ended and that fiscal year's report has been submitted to and approved DHCD. Grantees must retain the funds until it is authorized by DHCD to expend the proceeds locally. It must be returned to DHCD, unless DHCD has approved a Program Income Plan. Program Income Plans must be revised when the Grantee wants to change the activities approved. The revised plan must be submitted to DHCD for review and approval.
- C. Inactive program income is all revenue received in a 12-month reporting period (July 1 – June 30) of  $\geq$ \$35,000 from an administratively closed project funded with CDBG monies. All inactive program income received in the 12-month reporting period will be held in reserve until after the reporting period has ended and that fiscal year's report has been submitted to and approved by DHCD.

At the time the report is submitted, a specific work plan and budget may be submitted, outlining the proposed use of inactive program income. A timeline to expend all funds within twelve (12) months must be included. Work plans will only be approved if the proposed activities are the same activities for which the proceeds were generated.

Inactive program income must be reported to DHCD along with the other required annual reports; e.g., Activity and Beneficiary, Section 3, and Contract and Subcontract Activity Reports at the end of the state fiscal year.

It must be reported for five years and then can be expended according to the approved Program Income Plan.

Projects assisted with tax credits or other equity investment type projects MUST return all of its inactive program income to DHCD. Contact the Division of Community Development's Fiscal Analyst for instructions on how to do so.

- D. Any lump sum receipt of inactive program income of \$35,000 or more during a state fiscal year (July 1 – June 30) must be reported to DHCD at the time it is received and transmitted to DHCD within 60 days. Returned funds should be made payable to *Treasurer of Virginia*. The check's memo line should indicate the grant number and the type of funds being returned; e.g., CDBG inactive program income. A reference in the required audit is not sufficient.
  - E. Program income funds must be accounted for separately on the balance sheet. It must be tracked by the amounts due and received monthly by client's name, separated by active/inactive status and by contract number, project year and by amount expended annually. Copies of supporting documents must be placed in the grant project files.
13. **CONTRACT SECURITY** - The GRANTEE shall secure all materials and equipment, purchased or paid for with grant funds through insurance coverage of the full value of the same.

All persons contracted, employed or otherwise utilized in the grant and having responsibility for the management, disposition, expenditure or use of Grant funds shall be bonded by a surety registered

to do business in the Commonwealth of Virginia in an amount commensurate with their authority and potential liability.

14. METHOD AND TIMING OF PAYMENT - The GRANTEE shall utilize Request for Payment procedures as specified in the MANUAL. The GRANTEE shall request funds only for those amounts which have been obligated, encumbered or expended through other accounts and which can be expended upon receipt or soon thereafter. To this end, the GRANTEE shall develop a financial management system which provides for timely expenditure of requested grant funds.
15. DRAWDOWN AND PAYMENT OF GRANT FUNDS - Drawdowns and expenditure of CDBG funds must be made subsequent to or in proportion to other funds within the budget per activity, and in accord with an agreed-upon pay-for-performance schedule.
16. BUDGET REVISIONS/AMENDMENTS - The GRANTEE shall not obligate, encumber, spend or otherwise utilize CIG funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to DHCD unless the GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions.
17. CHANGE ORDERS - DHCD must approve all change orders on construction contracts. Any change order, regardless of cost, which results in a change of project scope, will be a disallowed cost.
18. TERMINATION, SUSPENSION, CONDITIONS -
  - A. FOR CAUSE - If through any cause, the GRANTEE or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE or DHCD, the suspension may be lifted and the AGREEMENT shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

In the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.

- B. FOR CONVENIENCE - DHCD may terminate this AGREEMENT for convenience in the event that DHCD is no longer authorized as an agency to administer the CDBG program or if the federal funds allocated are no longer available.

The GRANTEE may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:

- i. The GRANTEE gives DHCD ten (10) days WRITTEN NOTICE; and
      - ii. The PRODUCTS which have been initiated either have been completed and may be utilized in their stage of completion in a manner consistent with the objectives in the GRANTEE'S CIG Proposal, or will be completed by the GRANTEE through its own or

other resources; and

- iii. The GRANTEE had honored or will honor all contractual obligations to third parties affected by the PROJECT; and
- iv. DHCD agrees to the termination.

A GRANTEE'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the GRANTEE'S future relationship with DHCD nor its future consideration as a CIG recipient.

19. **SUBSEQUENT CONTRACTS** - The GRANTEE shall remain fully obligated under the provisions of the CONTRACT DOCUMENTS notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the PRODUCTS for which the Grant assistance is being provided to the GRANTEE.

Any GRANTEE or CONTRACTOR or SUBCONTRACTOR which is not the APPLICANT shall comply with all the lawful requirements of the APPLICANT necessary to ensure that the PROJECT for which this assistance is being provided under this AGREEMENT is carried out in accordance with the APPLICANT'S Assurances and Certifications.

Grantees shall obtain a financial disclosure report from all contractors, subcontractors, developers, and consultants which certifies the financial interest of all officers, directors, principal stockholders, or other persons who will have a \$50,000 or 10 percent or greater interest in the contract whichever is lower.

20. **POLITICAL ACTIVITY PROHIBITED** - None of the funds, materials, property or services contributed by the DHCD or the GRANTEE, under this AGREEMENT, shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election or defeat of any candidate for public office.
21. **INTEREST OF MEMBER OF AGENCY AND OTHERS** - No officer, member, or employee of the GRANTEE and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT shall participate in any decision relating to this AGREEMENT which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT or the proceeds thereof.
22. **OFFICIALS NOT TO BENEFIT** - No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise therefrom.
23. **CERTIFICATIONS** - The GRANTEE certifies that it will comply with the following:
- A. Freedom of Information Act;
  - B. Virginia Conflict of Interest Act; and
  - C. Virginia Fair Employment Contracting Act.
24. **BENEFICIARIES** - There are no third party beneficiaries of this AGREEMENT. The provisions contained in these CONTRACT DOCUMENTS represent the entire AGREEMENT between

DHCD and the GRANTEE. The provisions are designed to assist in meeting the community needs of the GRANTEE identified in the GRANTEE'S CIG proposal, but are not designed to accrue to the specific benefit of any individual person or entity residing or located in the GRANTEE'S community or elsewhere. Consequently, the terms of these CONTRACT DOCUMENTS may be enforced by DHCD or the GRANTEE exclusively and not by any individual person or entity residing or located in the GRANTEE'S community or elsewhere as a third-party beneficiary of this contract.

25. AUDITS – All GRANTEES that receive funding during a program year and/or have projects in progress are required to submit financial statements to DHCD. Required statements are as follows: Financial Statement\*\*, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Financial Statements that have been audited by an independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the *minimal* standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

Threshold Requirement	Document
Total annual expenditures ≤\$100,000 (Regardless of source)	Financial Statement(s) prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 (Regardless of source)	Reviewed Financial Statement(s) prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures > \$300,000 (Regardless of source)	Financial Statement(s) that have been audited by an Independent CPA
Federal expenditures ≥\$750,000	2 CFR 200 Subpart F Audit – Audited by an Independent CPA

\*\*Does not require preparation by a CPA

Required financial statements must be submitted yearly, within nine (9) months after the end of your fiscal year or 30 (thirty) days after it has been accepted (reviewed financial Statement(s), audited financial statement(s), and 2 CFR 200 Subpart F audit only) -whichever comes first.

Entities must electronically submit their financial statement(s), reviewed financial statement(s), audit financial statement(s), 2 CFR 200 Subpart F audit in DHCD's Centralized Application and Management System (CAMS,) which requires the organization to register in CAMS at <https://dmz1.dhcd.virginia.gov/camsportal/Login.aspx>. Entities are required to have a DHCD reviewed and approved current audit or financial statement(s) in order to submit a remittance request.

Additional reporting requirement (for local governments and non-profit organizations)

In accordance with the Code of Federal Regulations, Title 2 CFR Part 200 Subpart F, non-Federal entities that expend \$750,000 or more in federal awards within the entity's fiscal year are required to complete a "Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations" (see Appendix A for sample form), upload your audit to CAMS and

submit a copy of your Audited Financial Statement to the Federal Audit Clearinghouse at: <https://harvester.census.gov/facweb/files/2013%20Form%20SF-SAC.pdf>.

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at: <https://www.dhcd.virginia.gov/sites/default/files/Docx/audit-policy/dhcd-audit-policy.pdf>.

## ASSURANCES/CERTIFICATIONS

The GRANTEE hereby assures and certifies that:

1. It possesses legal authority to execute the PROJECT.
2. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the PROJECT application including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the GRANTEE to act in connection with the PROJECT application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of GRANTEE approved by the Virginia Department of Housing and Community Development:
  - A. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.5(a) through (h) which further the purposes of NEPA insofar as the provisions of such Federal law apply to this Grant;
  - B. Is authorized and consents on behalf of the GRANTEE and himself to accept the jurisdiction of the Federal and Commonwealth of Virginia courts for the purpose of enforcement of his responsibilities as such an official.
4. It will comply with the regulations, policies, guidelines and requirements of the Code of Federal Regulations 2 CFR 200, as amended or replaced from time to time, as they relate to the PROJECT, acceptance, and use of Federal funds under this Grant; and, as applicable, all State laws and administrative requirements which may supersede them (by virtue of being more stringent).
5. It will comply with:
  - A. Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
  - B. Section 906 of Public Law 100-625 (Cranston-Gonzalez National Affordable Housing Act) which prohibits discrimination on the basis of religion or religious affiliation. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG funds on the basis of his or her religion or religious affiliation.
  - C. Executive Order 11246, as amended (Contracts/subcontracts above \$10,000)

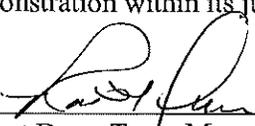
During the performance of this contract, the GRANTEE agrees as follows:

- (1) The GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The GRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the GRANTEE, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The GRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the GRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The GRANTEE will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The GRANTEE will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the GRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the GRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The GRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The GRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a GRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the GRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

D. Subcontracts

Each contractor or subcontractor shall include the equal opportunity clause in each of its subcontracts.

6. All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance of any dollar amount – no minimum threshold.
7. All parties to this contract hereby agree to comply with the provisions of Section 109 of the *Housing and Community Development Act of 1974*, as amended which provides: No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity of any dollar amount – no minimum threshold.
8. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
9. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
10. It will require buildings or facilities designed with funds provided under this Grant to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1980, in accordance with the Virginia Uniform Statewide Building Code. The Grantee will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
11. It will comply with Section 3 of the *Housing and Urban Development Act of 1968*, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
12. It will comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards and Executive Order 12088 relating to the prevention, control, and abatement of water pollution.
13. It will comply with Section 104 (l) of the *Housing and Community Development Act of 1974*, as amended, in that: it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is subject of such nonviolent civil rights demonstration within its jurisdiction.

  
\_\_\_\_\_  
Robert Duer, Town Manager

02/14/2023  
\_\_\_\_\_  
Date



THE NEW ROAD COMMUNITY DEVELOPMENT GROUP, INC.

March 3, 2023

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

Dear Mr. Bondurant:

Attached please find a copy of the executed agreement with HUD for infrastructure improvements in the Legacy Phase II project. In 2022, the New Road Community Development Group, Inc was awarded \$500,000 for site development of the Legacy Phase II project on Ruth Wise Road in Exmore.

Kindest regards,

*Ava Gabrielle-Wise*

Ava Gabrielle-Wise  
President

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-VA-0899**

**Grantee Name:** New Road Community Development Group of Exmore, Inc.

**Grantee Address:** 3281 Broad Street Exmore, VA 23350

**Grantee's Unique Entity Identifier (UEI):** KNMVJ687DX95

**Federal Award Identification Number (FAIN)** B-22-CP-VA-0899

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and New Road Community Development Group of Exmore, Inc. (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, 2022, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement). This Grant Agreement includes and incorporates the Grantee's assurances and certifications, which are attached as Appendix 9.

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Grant obligation, for the purpose of this Grant Agreement, refers to the date the designated HUD official signs this Grant Agreement.

Grantee, for the purpose of this Grant Agreement, may also be referred to as "recipient."

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$500,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Federal funds provided under this Grant Agreement (Grant Funds) must be used for the Grantee's "project" as identified in the table included in the Explanatory Statement and as further described in the project narrative in Appendix 1 to this Grant Agreement. The project narrative in Appendix 1 may be amended in accordance with conditions under 2 CFR 200.308, provided that the Grantee does not change its project in a manner that would conflict with the express language of the Explanatory Statement.

B. Approved Budget. The Grantee's approved budget in Appendix 2 to this Grant Agreement is the most recent line-item budget submitted by the Grantee and approved by HUD for this project. The Grantee may change the amounts budgeted for each activity only as provided by 2 CFR 200.308 and this Grant Agreement.

C. Changes to Project Narrative or Budget. To request HUD's approval for a change in the project narrative or budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter, submitted by email to the assigned Grant Officer, must include both justification for the change and a revised line-item budget that includes the requested change. The Grantee is prohibited from changing its budget in a manner that would conflict with the express language of the Explanatory Statement or the cost limitations provided in Article III, paragraphs C and D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website.

The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change and revised budget. If approved, the Grantee must update its budget information in Disaster Recovery Grant Reporting (DRGR) before the Grantee expends Grant Funds in accordance with an approved change.

D. Unless explicitly stated in the Explanatory Statement and documented in the approved budget in Appendix 2, no more than 20 percent of the total grant amount may be used for planning and management development costs, as described under 24 CFR 570.205, or administrative costs, as described under 24 CFR 570.206. Program income and eligible activities identified in the description of the Grantee's "project" in the Explanatory Statement are not subject to this spending limit.

This Grant Agreement is not otherwise subject to the Community Development Block Grant regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. The Grantee may not use any grant funds to reimburse costs incurred before the date HUD signed this Grant Agreement.

F. As authorized under 2 CFR 200.307(e)(2), program income must be used for the purposes and under the conditions of this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant.

G. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education,

the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200,

Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

H. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

I. The Grantee is responsible for managing the project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the project, the grant closeout, and compliance with all applicable federal requirements.

The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. Subawards are subject to the requirements that apply to pass-through entities under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may commit or expend grant funds or local funds for project activities (other than for planning, management, development and administration activities)

until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), “Disclosure of Lobbying Activities.” In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. “Person” is as defined by 24 CFR Part 87. Consistent with these requirements, the Grantee must sign the certification that is included in Appendix 8 and return it to HUD with this signed agreement.

Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe’s sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR Part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, if applicable to the Grantee's project. Pursuant to HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), any funds obligated by HUD and the Grantee on or after November 14, 2022, are subject to BABA requirements, unless excepted by a waiver.

For Tribal recipients/Grantees, including Tribes and TDHEs, HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Tribal Recipients of HUD Federal Financial Assistance" (87 FR 26221), establishes that any funds obligated by HUD and the Grantee on or after May 14, 2023, are subject to BABA requirements, unless excepted by a waiver.

Additional information on BABA will be available at  
[https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA)

Q. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

R. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR Part 2424.

S. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down grant funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down grant funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the activities and budget HUD approved under this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget (Appendix 2).

E. The Grantee must expend all Grant funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of grant funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article IV of this Grant Agreement. The Grantee must expend program income before drawing down grant funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any grant funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

## **ARTICLE VI. Program-Specific Reporting Requirements.**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the January or June after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives indicated in the Grantee's project narrative, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. The performance reports must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives indicated in the Grantee's Project Narrative (Appendix 1), the reasons for slippage if established objectives were not overruns.

D. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>

E. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

F. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

G. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>

This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

## **ARTICLE VII. Project Closeout.**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant funds and completed the activities described in the Project Narrative (Appendix 1). HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds. E. No later than 120 calendar days after the Period of Performance, Grantee shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual accomplishments with each of the project commitments and objectives in the approved application, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

**ARTICLE VIII. Default.**

A default under this Grant Agreement shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the federal government or the Grantee by any third party.

**ARTICLE IX. HUD Contact Information.**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email [CPFGrants@hud.gov](mailto:CPFGrants@hud.gov)

**This agreement is hereby executed on behalf of the parties as follows:**

**GRANTEE**

New Road Community Development Group, Inc.

(Name of Organization)

BY:   
(Signature of Authorized Official)

Ava Gabrielle-Wise, President  
(Typed Name and Title of Authorized Official)

February 1, 2023  
(Date)

**HUD**

BY: \_\_\_\_\_  
Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)

**APPENDIX 1 – Project Narrative**

**APPENDIX 2 – Approved Budget**

**APPENDIX 3 – Grantee’s Indirect Cost Rate Information**

**OPTION 1:** The Grantee will not use an indirect cost rate to charge its indirect costs to the grant. [This option must be checked if the Grantee has not provided its indirect cost rate information to HUD as specified in the Community Project Funding Grant Guide.]

**OPTION 2:** The Grantee is authorized to use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant, provided that each rate identified meets the applicable requirements under 2 CFR part 200 (including appendices).

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[This schedule must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –  
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

*1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
[NONE]

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

## APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**APPENDIX 8 – Grantee's Assurances and Certifications**

Included under this Appendix 9 are:

- Grantee's Certification Regarding Lobbying
- Grantee's Standard Form SF 424 B, Assurances for Nonconstruction Programs
- Grantee's Standard Form SF 424 D, Assurances for Construction Programs.
- Grantee's Standard Form SF- LLL Disclosure of Lobbying Activities
- Grantee's Request for Release of Funds Form 7015.15 and Certification

### Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
(Signature of Authorized Official)

Ava Gabrielle-Wise, President

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

February 1, 2023

\_\_\_\_\_  
(Date)

The Legacy Plaza project has been awarded two rounds of DHCD funding. In August of 2023, Legacy Plaza received a \$700,000 award of Virginia Housing Trust Funds, and in March of 2024, the project was awarded a total of \$1,804,000 including \$700,000 of HOME funds and \$1,104,000 of HIEE funds.



Glenn A. Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

Bryan W. Horn  
Director

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

August 17, 2023

Ava Gabrielle-Wise  
Executive Director  
New Road Community Development Group, Inc.  
P.O. Box 1296  
Exmore, VA 23350  
Via: [avagabrielle@ussustainabledevelopmentcorp.com](mailto:avagabrielle@ussustainabledevelopmentcorp.com)

### Proposed Affordable & Special Needs Housing Financing Offer

Dear Ms. Ava Gabrielle-Wise,

I am pleased to advise you that the Department of Housing and Community Development has approved the request of **New Road Community Development Group, Inc.'s Legacy Plaza Rental** project. Included with this letter are the proposed rate and terms granted to you in accordance with your project description.

Please note that upon agreement you will receive further communication regarding program agreement(s) within the next few weeks. These program agreements must be fully executed by August 15<sup>th</sup>, 2024 in order for this preliminary offer to result in a program commitment and reservation of funds.

Please review the attached offer letter carefully and attach any updated or new information with your response as it may pertain to this project. For projects which are awarded a HOME or NHTF award, a HUD required environmental review must be completed prior to execution of a program agreement. In addition, any adjustment to the capital budget, operating expense budget, pro forma numbers, and other project parameters must be approved by DHCD before the program agreements may be executed.

At your earliest convenience, please submit your project's Phase I Environmental Assessment to DHCD staff for review. If your project is financed utilizing HOME funds, please prepare and submit the Part 58 checklist with your EA to DHCD staff. If your project is financed utilizing NHTF, your Program Administrator will send the corresponding NHTF EA Checklist with this letter for your completion. Both EA documents may be found on DHCD's website under Affordable and Special Needs Housing and the corresponding source.

We are looking forward to working with you to provide affordable housing, if you have any questions as it pertains to this offer, please contact your assigned Program Administrator, Elizabeth Spach at [Elizabeth.Spach@dhcd.virginia.gov](mailto:Elizabeth.Spach@dhcd.virginia.gov), or myself at [carly.blake@dhcd.virginia.gov](mailto:carly.blake@dhcd.virginia.gov).

Sincerely,

Carly Blake, ASNH Rental Program Manager



**Terms & Conditions  
Legacy Plaza Rental**

The Department of Housing and Community Development herein referred to as DHCD (“Lender”), has approved the request of New Road Community Development Group, Inc., listed as the developer of the project and herein is referred to as (“Developer”), regarding Legacy Plaza Rental (“Project”). Please review the following information as it pertains to your project:

**The Project is awarded \$700,000.00 of Virginia Housing Trust Fund funding.** Please review the following proposed terms and conditions carefully, and notate any questions you may have for DHCD staff:

Interest Rate	1% Fixed
Loan Repayment Period	30 years (Interest Only)
Mandatory Compliance Period	30 years (from date of loan closing)
Extended Affordability Period	n/a years (following mandatory compliance)

The compliance and repayment period begins upon loan closing. This loan constitutes permanent, must pay hard debt, which is not cash flow dependent. Deferred principle & accrued interest shall be forgiven at the end of a successful 30-year mandatory compliance and/or affordability period.

It is the intention of the Lender to disburse the Virginia Housing Trust Fund award as part of the permanent financing package upon final permanent close, which includes the issuance of the final Certificate of Occupancy or Certificate of Substantial Completion.

Final permanent close shall commence upon receipt of acceptable title, survey & environmental reports, closing of other required funding, customary due diligence, rehab completion (if applicable), rental occupancy report, and issuance of COO/CSC by a local building official. Impediments to loan closing include but are not limited to: failure to complete construction/renovations, due diligence items, or rent & occupancy requirements for the project in accordance with HOME, NHTF, VHTF and/or HIEE requirements (whichever is applicable).

DHCD shall be placed in the 2<sup>nd</sup> lien position, unless otherwise approved by the agency.

All sources require a minimum of five (5) units which meet the income and rent requirements of the program. Based on underwriting submitted with the application, DHCD staff have determined the project will have all units available for households at or below 80% AML.:

**VHTF: 35**

If the project would like to use a Sponsor Loan for these funds, please coordinate with your Program Administrator. Please note that HOME funds are not eligible for this structure.

**Program agreements must be executed by August 15<sup>th</sup>, 2024**, with an estimated closing of permanent debt to take place no later than August 15<sup>th</sup>, 2026. Failure to execute a program agreement within 12 months could result in a de-obligation of funds to your project.



Please execute and return this document to DHCD via email. Once received, DHCD will be in communication with you regarding next steps.

It is our sincere pleasure to make this financing proposal to you; we look forward to your acceptance and to our continuing relationship.

Sincerely,



Carly Blake, ASNH Rental Program  
Manager

**The undersigned accepts the obligation of funds, and agrees to the programmatic terms & conditions of the foregoing commitment:**

Ava Gabrielle-Wise \_\_\_\_\_ (Authorized Officer)

By: Ava Gabrielle-Wise Its: President

Date: September 11, 2023





# FALL 2023 AFFORDABLE AND SPECIAL NEEDS HOUSING PROGRAM AWARDS

Organization	Project Name	Locality	Award
Arlington Partnership for Affordable Housing	Crystal House Six	Arlington County	\$3,800,000
Surber Development and Consulting LLC	Bellevue Gardens	City of Richmond	\$3,800,000
Canterbury Enterprises LLC	Swansboro Place	City of Richmond	\$3,400,000
Community Housing Partners	Witter Place	City of Alexandria	\$3,400,000
Piedmont Housing Alliance	Cherry A	City of Charlottesville	\$3,400,000
Piedmont Housing Alliance	Cherry B	City of Charlottesville	\$3,400,000
Taft-Mills Group	Hillpoint Trace	City of Suffolk	\$3,278,172
Surber Development and Consulting LLC	Overlook Ridge	Augusta County	\$2,941,830
Rappahannock Rapidan Community Services Board	Madison Road Apartments	Orange County	\$2,876,850
Piedmont Housing Alliance	Friendship Court Apartments Phase II	City of Charlottesville	\$2,800,000
Alexandria Housing Development Corporation	GMV 4A	City of Alexandria	\$2,700,000
Alexandria Housing Development Corporation	GMV 4B	City of Alexandria	\$2,700,000
Alexandria Housing Development Corporation	GMV 9A	City of Alexandria	\$2,700,000
Arlington Partnership for Affordable Housing	Avonlea Senior Four	Loudoun County	\$2,700,000
Arlington Partnership for Affordable Housing	Avonlea Senior Nine	Loudoun County	\$2,700,000

Brinshore	Tidewater Gardens B1	City of Norfolk	\$2,700,000
Brinshore	Tidewater Gardens B2	City of Norfolk	\$2,700,000
Community Housing Initiative Inc.	The Harbor at Quantico Creek	Prince William County	\$2,700,000
S. L. Nusbaum Realty Co.	Mainline Apartments Phase I	Stafford County	\$2,700,000
S. L. Nusbaum Realty Co.	Mainline Apartments Phase II	Stafford County	\$2,700,000
Helping Overcome Poverty's Existence, Inc.	Monroe North Housing	Wythe County	\$2,681,850
Petersburg Redevelopment and Housing Authority	Pecan Acres Estates Phase II	City of Petersburg	\$2,600,000
Better Housing Coalition	Carter Woods IV	Henrico County	\$2,577,363
Taft-Mills Group	Lily Gardens	City of Staunton	\$2,558,238
Shag Development LLC	Dearington Hills Apartments II	City of Lynchburg	\$2,286,994
Piedmont Housing Alliance	1025-B Park Street	City of Charlottesville	\$2,245,000
Conifer LLC	Telestar Court	Fairfax County	\$2,100,000
Fairfax County Redevelopment and Housing Authority	Little River Glen 1	Fairfax County	\$2,100,000
Landmark Asset Services Inc.	Rivermont School Apartments	City of Covington	\$2,100,000
Southside Community Development and Housing Corporation	Emporia Rail Depot Townhomes	City of Emporia	\$2,100,000
Hill Tide Housing Investments LLC	Goose Creek	City of Staunton	\$1,950,000
Landmark Asset Services Inc.	Seeland Valley Apartments	City of Danville	\$1,900,000
Piedmont Housing Alliance	1025-A Park Street	City of Charlottesville	\$1,820,000
New Road Community Development Group Inc.	Legacy Plaza Rental	Northampton County	\$1,804,500
Commonwealth Catholic Charities Housing Corporation	1903 Semmes	City of Richmond	\$1,800,000

Greater Charlottesville Habitat for Humanity	Southwood Rentals I	Albemarle County	\$1,800,000
Surber Development and Consulting LLC	Grande Oak II	York County	\$1,657,858
The Lawson Companies	700 West 44 - 4%	City of Richmond	\$1,500,000
SCG Development Partners LLC	Somos Phase A	Fairfax County	\$1,400,000
SCG Development Partners LLC	Somos Phase B	Fairfax County	\$1,400,000
Wesley Housing Development Corporation	First Christian Church of Falls Church	City of Falls Church	\$1,400,000
ZeroPak Development LLC	The ZeroPak Phase I	City of Winchester	\$1,400,000
Alexandria Housing Development Corporation	Seminary Road Phase 2 - 2023/2024 - HIEE	City of Alexandria	\$1,118,930
Cumberland Plateau RHA	Main Street Villas	Russell County	\$1,088,833
People Incorporated	Manassas Veterans Housing and Post Center	City of Manassas	\$1,084,000
Alexandria Housing Development Corporation	Seminary Road Phase 1 - 2023/2024 - HIEE	City of Alexandria	\$1,048,997
Harrisonburg Redevelopment and Housing Authority	Commerce Village II Annex PSH	City of Harrisonburg	\$1,000,000
New Road Community Development Group Inc.	Legacy Phase II – Homeownership Units	Northampton County	\$939,413
New Road Community Development Group Inc.	Legacy Phase II - Rental	Northampton County	\$939,400
Community Services Housing Inc.	Northeast 11th Street Housing	City of Charlottesville	\$900,000
Enterprise Community Development	1203 East Brookland Park Blvd.	City of Richmond	\$900,000
Better Housing Coalition	Colbrook 2	Chesterfield County	\$700,000
Brinshore	Tidewater Gardens A	City of Norfolk	\$700,000
Fairfax County Redevelopment and Housing Authority	Little River Glen 4	Fairfax County	\$700,000
Fauquier Habitat for Humanity	Fauquier HFH Haiti Street 2023	Fauquier County	\$700,000

Greater Charlottesville Habitat for Humanity	Southwood Village 3 Single-Family	Albemarle County	\$700,000
Greater Charlottesville Habitat for Humanity	Southwood Village 3 Townhomes	Albemarle County	\$700,000
Habitat for Humanity Peninsula and Greater Williamsburg	PGW JCC 2024 Project	James City County	\$700,000
Lynx Ventures Inc.	Oak Grove Apartments	City of Richmond	\$700,000
project:HOMES	2100 Bainbridge Rental	City of Richmond	\$700,000
S. L. Nusbaum Realty Co.	288 Lofts Phase I	Chesterfield County	\$700,000
S. L. Nusbaum Realty Co.	288 Lofts Phase II	Chesterfield County	\$700,000
Staunton-Augusta-Waynesboro Habitat for Humanity Inc.	Staunton Workforce Housing Project 2024	City of Staunton	\$700,000
The Lawson Companies	Miller's Rest Apartments II - 4%	City of Lynchburg	\$700,000
The Lawson Companies	Miller's Rest Apartments II - 9%	City of Lynchburg	\$700,000
The Lawson Companies	The Landing at Mason's Bridge	Prince William County	\$700,000
The Maggie Walker Community Land Trust	The Oak Grove Townhomes	City of Richmond	\$700,000
TM Associates Development Inc.	Deerfield Apartments	Nottoway County	\$700,000
project:HOMES	New Construction Homes in Richmond 2023	City of Richmond	\$699,994
Piedmont Habitat for Humanity	Keysville Homes- 2024	Charlotte County	\$623,203
SCG Development Partners LLC	One University Family	City of Fairfax	\$600,000
SCG Development Partners LLC	One University Senior	City of Fairfax	\$600,000
Wesley Housing Development Corporation	The Lamb Center	Fairfax County	\$600,000
Judeo-Christian Outreach Center	JCOC 3H Housing	City of Virginia Beach	\$500,000
Alexandria Housing Development Corporation	Seminary Road Phase 3 - 2023/2024 - HIEE	City of Alexandria	\$437,497

Virginia Beach Community Development Corporation	Tranquility at the Lakes II	City of Virginia Beach	\$308,699
Alexandria Housing Development Corporation	Seminary Road Phase IV PSH	City of Alexandria	\$252,358
Taft-Mills Group	Old Hundred Trace	Chesterfield County	\$196,695
	<b>TOTAL:</b>		<b>\$129,016,674</b>



# **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

### **Legacy Plaza**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among **[Legacy Plaza, LLC]**, a Virginia limited liability company (the "Owner" or the "Company"), **[New Road Community Development Group, Inc.]**, a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by **[Legacy Plaza Management, LLC]**, a Virginia limited liability company (the "Managing Member"), **[VCDC Fund 28, LLC]**, a [ Virginia] limited liability company (the "Investor Member") and VAHM,L.L.C] **SPECIAL LIMITED PARTNER, L.L.C.**, a Virginia 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 35]-unit apartment project for families located in Exmore, Virginia and commonly known as "[Legacy Plaza] Apartments" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

#### Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any

reserves of the Partnership that is required by Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

## Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

## Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the "minimum purchase price" as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

- (i) the payment of all cash or immediately available funds at Closing, or
- (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and
- (ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code; or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing's sole discretion.

#### Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in [Jurisdiction], 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, New Road Community Development Group, Inc. ; and PO Box 1296, 3281 Borad Street, Exmore VA 23350.

#### Section 11. Severability of Provisions

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

#### Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

#### Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

#### Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

#### Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

#### Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

#### Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

#### Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

#### Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

#### Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running

with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

**Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers**

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

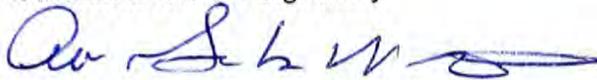
IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

**[Legacy Plaza, LLC]**, a [Virginia] limited liability company

By: [Legacy Plaza Management, LLC], a [Virginia] limited liability company, its managing member  
By: New Road Community Development Group, Inc.

By: Authorized Owner Signatory



COMMONWEALTH OF VIRGINIA ~~Alabama~~

CITY/COUNTY OF Shelby

On Feb 26, 20 24, before me, the undersigned, a notary public in and for said state, personally appeared [ Ava Wise ], 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 ], 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.

Notary Public: Adam W. Holmes

Commission Expires: 05/23/2026

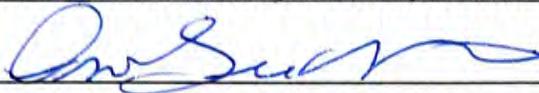
Registration No.: N/A





**GRANTEE:**

[New Road Community Development Group, Inc. ], a Virginia non-stock nonprofit corporation

By: 

Name: Ava Gabrielle Wise

Title: President

COMMONWEALTH OF VIRGINIA Alabama

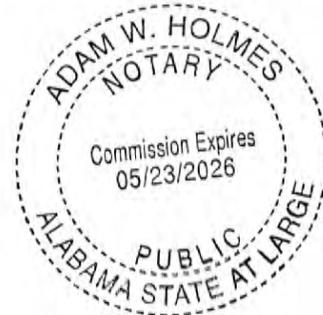
CITY/COUNTY OF Shelby

On Feb 26, 2024, before me, the undersigned, a notary public in and for said state, personally appeared [ Ava Wise ], 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: Adam W. Holmes

Commission Expires: 05-23-2026

Registration No.: N/A



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**MANAGING MEMBER:**

**[Legacy plaza Management, LLC]**, a Virginia limited liability company

By: Ann Wise, President

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

COMMONWEALTH OF VIRGINIA Alabama

CITY/COUNTY OF Shelby

On Feb 26, 2024, before me, the undersigned, a notary public in and for said state, personally appeared [Ann Wise], 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], the sole member of [Managing Member 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.

Notary Public: Adam W. Holmes

Commission Expires: 05/23/2026

Registration No.: \_\_\_\_\_



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]

## Legacy Plaza – legal description

010A1-08-00-000000A - Parcel B New Road Community

010A1-08-00-0000019 - Lot 19 New Road Community

010A1-08-00-0000020 - Lot 20 New Road Community

010A1-08-00-0000021 - Lot 21 New Road Community

010A1-08-00-0000022 - Lot 22 New Road Community

# **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 of 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

---

[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

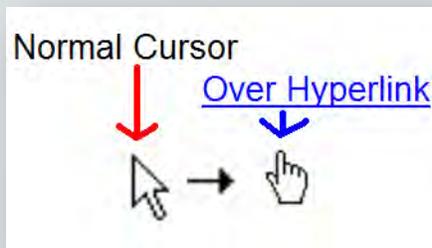


necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.

## 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.

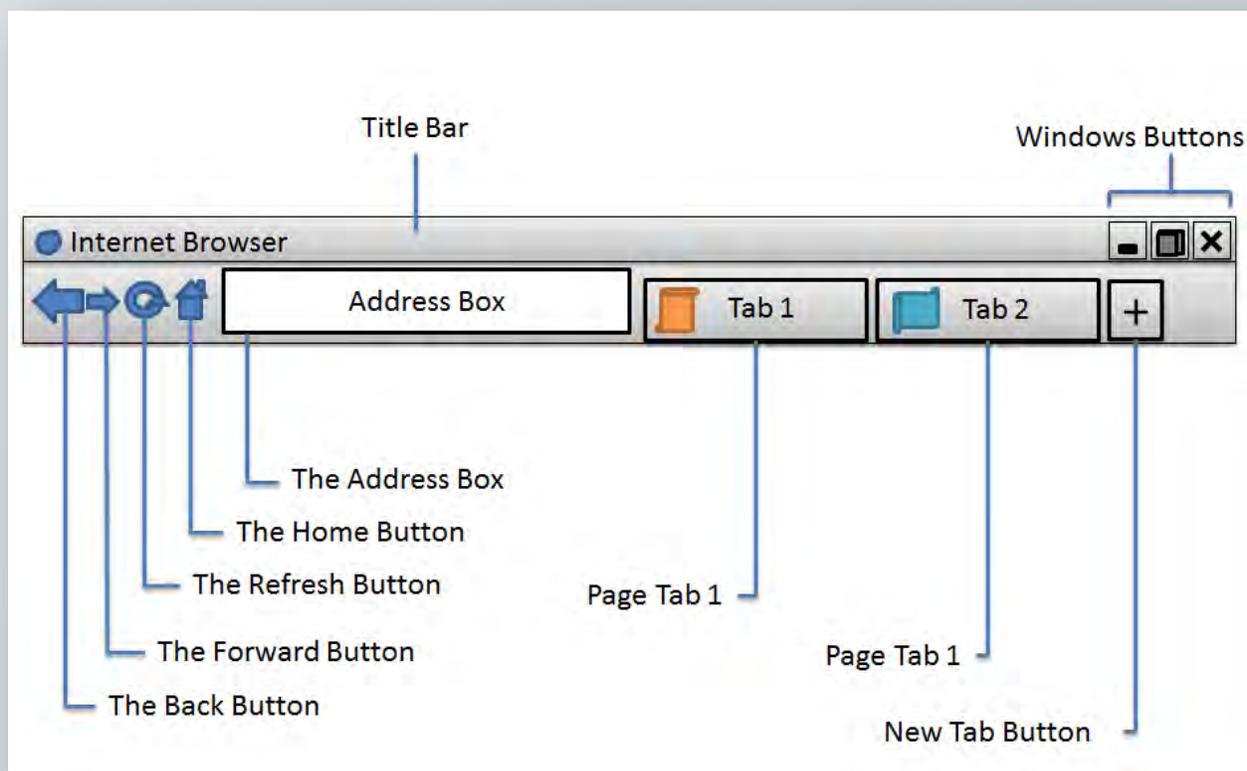
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that 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

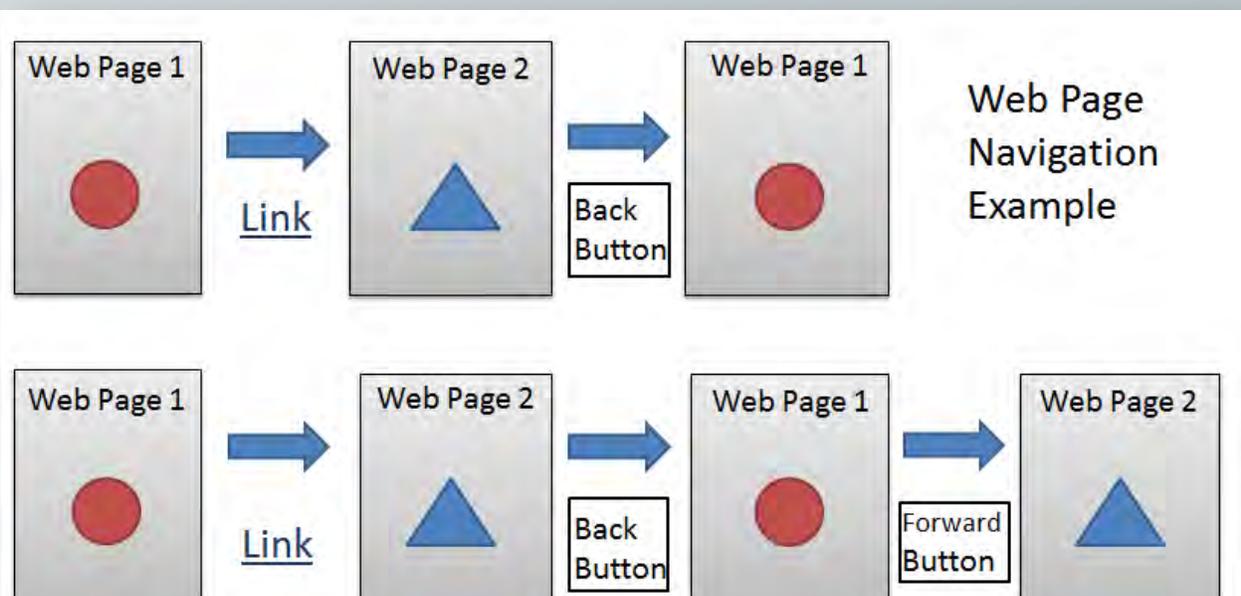
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**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.

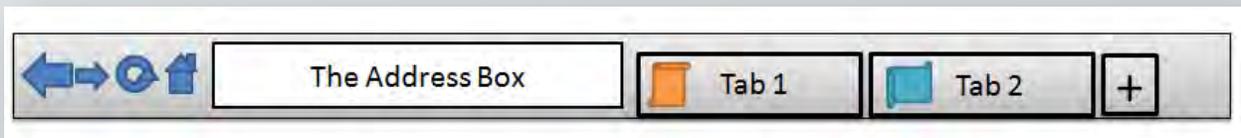
**The Home Button** - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.





## 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

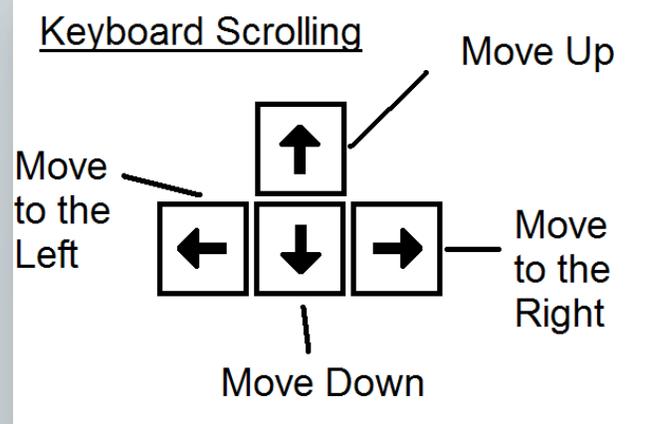
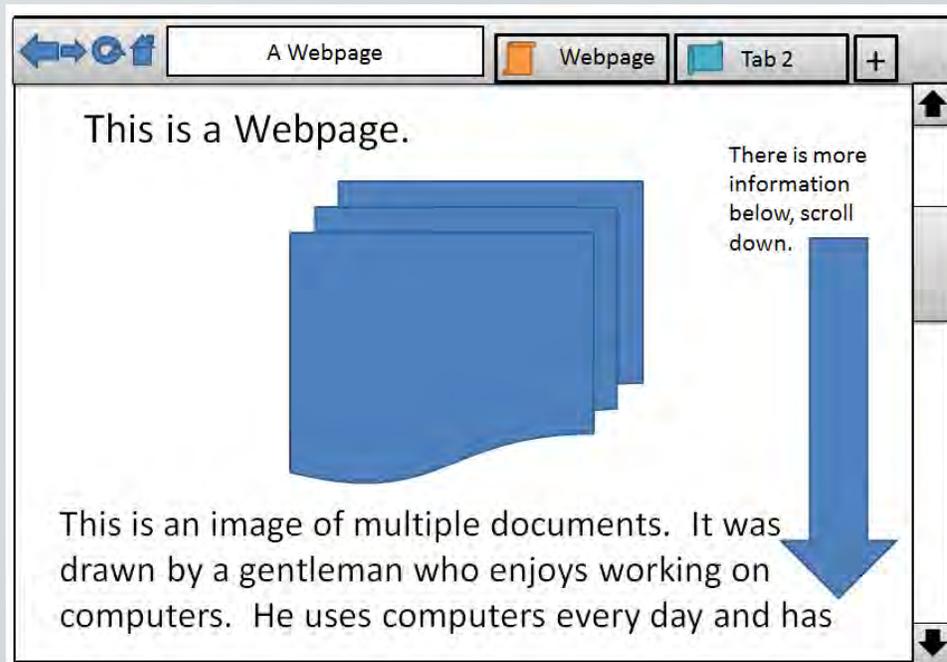
**The Domain**- At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United 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

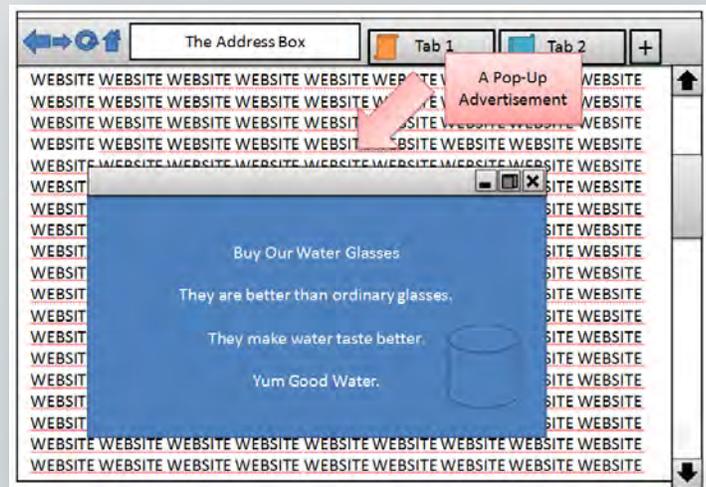
One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information 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.

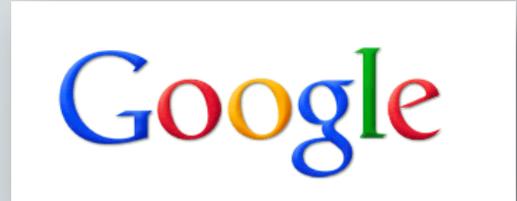
A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



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

# Legacy Plaza LLC

## Exmore, Virginia

### Low Income Housing Tax Credit Application for Reservation

#### VHDA Accessibility Requirements for Section 504 of the Rehabilitation Act

#### Marketing Plan

Legacy Plaza, LLC is proposing to construct 4 townhouse and 2 garden style buildings in the Town of Exmore. The new construction will result in a total of 35 one, two and three bedroom apartments and will utilize proceeds from the sale of Low Income Housing Tax Credits. This initiative is being undertaken in accordance with the requirements of VHDA's QAP for projects qualifying for the Accessible Supportive Housing set-aside of credits.

A minimum of five (5) apartments at the complex are designed to serve persons with physical disabilities. Accordingly, the following will apply:

- (1) Renovation and 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 intellectual and developmental disabilities will be given a first 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 rehabilitation 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.

- Accomack County Department of Social Services  
PO Box 210  
Accomac, VA 23301  
Mary Parker, Director 757 787 1530
- Center for Independent Living  
4364 Lankford Hwy, Suite A,  
Exmore, VA 23350  
Althea Pittman, Executive  
Director 757 442 0100

In addition to the above, the property will affirmatively market to the target population as follows:

- Registering Legacy Plaza and vacancies on VirginiaHousing Search.com
- Registering the Legacy and vacancies on accessva.org
- Registering the Legacy Plaza 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.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation



## Directory Listing

MWAA last updated on  
DEC 08, 2023 04:16 AM EST

### RMT Construction & Development Group, LLC

WarrenThomas  
 P.O. Box 8963  
 Richmond, VA 23225  
 Phone: (804) 464-2673 Ext: 111  
 Fax: (804) 464-2691  
[wthomas@rmt-construction.com](mailto:wthomas@rmt-construction.com)  
[www.rmt-construction.com](http://www.rmt-construction.com)

Certification Number	674176
<b>SWaM Certification Type</b>	
Small Start Date	12-07-2023
Women Owned Start Date	12-07-2023
Minority Owned Start Date	12-07-2023
Business Ethnicity	Black or African American
SWaM Expiration Date	12-07-2028
<b>NIGP Code and Description:</b>	
90921	BUILDING CONSTRUCTION, INDUSTRIAL (WAREHOUSE, ETC.)
90922	BUILDING CONSTRUCTION, NON-RESIDENTIAL (OFFICE BLDG., ETC.)
90923	BUILDING CONSTRUCTION, RESIDENTIAL (APARTMENTS, ETC.)
90954	HOME CONSTRUCTION, SINGLE FAMILY
91200	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR SERVICES)
92544	GENERAL CONSTRUCTION: MANAGEMENT, SCHEDULING, COST ESTIMATION - ENGINEERING
95826	CONSTRUCTION MANAGEMENT SERVICES

# **Tab AA:**

Priority Letter from Rural Development

# **TAB AB:**

Social Disadvantage Certification