

**Virginia Housing**  
**2021 Federal Low-Income Housing**  
**Tax Credit Program**

**Application for Reservation**

**For**

**Birch Island Apartments**  
**PCDC LLC**

**By: Petersburg Community Development**  
**Corporation, Inc.**

**BIRCH ISLAND APARTMENTS**

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# 2021 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**  
Richmond, VA Time On **March 18, 2021**

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2021 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 18, 2021**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

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

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

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

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

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

### Assistance:

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

### Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	<a href="mailto: johndavid.bondurant@virginiahousing.com">johndavid.bondurant@virginiahousing.com</a>	(804) 343-5725
Sheila Stone	<a href="mailto: sheila.stone@virginiahousing.com">sheila.stone@virginiahousing.com</a>	(804) 343-5582
Stephanie Flanders	<a href="mailto: stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Phil Cunningham	<a href="mailto: phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Pamela Freeth	<a href="mailto: pamela.freeth@virginiahousing.com">pamela.freeth@virginiahousing.com</a>	(804) 343-5563
Aniyah Moaney	<a href="mailto: aniyah.moaney@virginiahousing.com">aniyah.moaney@virginiahousing.com</a>	(804) 343-5518

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## 2021 Low-Income Housing Tax Credit Application For Reservation

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

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Scanned Copy of the <b>Signed</b> Tax Credit Application with Attachments (excluding market study and plans & specifications) <b>(MANDATORY)</b>              |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>                          |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>   |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>   |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>  |
|                                     | The following documents need not be submitted unless requested by Virginia Housing:   |
|                                     | -Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status  |
|                                     | -Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)  |
| <input checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY)</b>  |
|                                     | Tab K: Documentation of Development Location:   |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification   |
| <input checked="" type="checkbox"/> | K.2 Location Map  |
| <input type="checkbox"/>            | K.3 Surveyor's Certification of Proximity To Public Transportation  |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter  |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter   |
| <input type="checkbox"/>            | Tab N: Homeownership Plan   |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter   |
| <input type="checkbox"/>            | Tab P: Developer Experience documentation and Partnership agreements  |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property   |
| <input type="checkbox"/>            | Tab R: Documentation of Operating Budget and Utility Allowances   |
| <input type="checkbox"/>            | Tab S: Supportive Housing Certification   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation  |
| <input type="checkbox"/>            | Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population  |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal   |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)  |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504   |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds   |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/17/2021

1. Development Name: Birch Island Apartments
2. Address (line 1): 10322 Penny lane  
 Address (line 2):   
 City: Wakefield State: VA Zip: 23888
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 Sussex 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: 8704.00
7. Development is located in a **Qualified Census Tract**..... TRUE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** ..... FALSE
10. Development is located in a **Revitalization Area designated by resolution** ..... TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....
 

	3%	10%	12%
	FALSE	TRUE	FALSE

Enter only Numeric Values below:

13. Congressional District: 4
- Planning District: 19
- State Senate District: 18
- State House District: 75

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

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

14. **ACTION:** Provide Location Map (**TAB K2**)

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

Birch Island Apartments consists of (6) two-story garden style apartment buildings an office, laundry, community room and maintenance building. It is stick construction with vinyl siding and asphaly shingles. The project mix is (16) one-bedroom, (24) two-bedroom, and (8) three-bedroom units. Birch Island Aparments PCDC LLC plans to expend over \$55,000 per unit in hard costs if awarded tax credits.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/17/2021

16. Local Needs and Support

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

Chief Executive Officer's Name: Richard Douglas  
 Chief Executive Officer's Title: County Administrator Phone: (443) 246-1000  
 Street Address: 20135 Princeton Road  
 City: Sussex State: VA Zip: 23884

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

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

Non Profit Pool

or

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

**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, 2021.

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, 2021, 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 2021 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:**

Acquisition/Rehab

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

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

FALSE

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

FALSE

A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application. (25, 35 or 45 pts)

Name of companion development: [Redacted]

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

FALSE

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

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.)

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: Birch Island Aparments PCDC LLC

Developer Name: PCDC Development LLC

Contact: M/M ▶ Mr. First: James MI: R Last: Hendricks

Address: 555 S. South St

City: Petersburg St. ▶ VA Zip: 23803

Phone: (804) 420-6458 Ext.  Fax:

Email address: petersburg.cdc@gmail.com

Federal I.D. No. 86-1748678 (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.  
Michael Seltz, mseltzhpm@comcast.net 703-946-6112

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

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
<u>Birch Island Apartments PCDC MM LLC</u>	<u>(804) 420-6458</u>	<u>Managing Member</u>	<u>100.000%</u>
<u>Petersburg Community Development Corporation, In</u>	<u>(804) 420-6458</u>	<u>Managing Member</u>	<u>100.000%</u>
<u>James Hendricks</u>	<u>(804) 420-6458</u>	<u>Executive Director</u>	<u>0.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>

*needs*

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

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

C. OWNERSHIP INFORMATION

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

**3. Developer Experience:** Provide evidence that the principal or principals of the controlling general partner or managing member for the proposed development have developed:

- a. as a controlling general partner or managing member, (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments. .... **FALSE**

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

- b. at least three deals as principal and have at \$500,000 in liquid assets..... **FALSE**

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

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

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

**D. SITE CONTROL**

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

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

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

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

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

Applicant controls site by (select one):

Select Type:  Purchase Contract

Expiration Date: 12/31/2022

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..... 12/31/2022 .
- 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: Birch Island Limited Partnership

Address: 1375 Piccard Drive, Suite 150

City: Rockville St.: MD Zip: 20850

Contact Person: Robert B. Margolis Phone: (240) 428-7799

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

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

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

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



**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team. Provide Contact and Firm Name.

1. Tax Attorney: Allison T. Domoson, Esq. This is a Related Entity. FALSE  
 Firm Name: Williams Mullen  
 Address: 200 South 10th Street, Suite 1600, Richmond, VA 23219  
 Email: adomson@williamsmullen.com Phone: (804) 420-6915
  
2. Tax Accountant: Todd Fentress This is a Related Entity. FALSE  
 Firm Name: Tidwell Group  
 Address: 4249 Easton Way, Suite 210, Columbus, OH 43219  
 Email: todd.fentress@tidwellgroup.com Phone: (614) 528-1441
  
3. Consultant: Adam Stockmaster This is a Related Entity. FALSE  
 Firm Name: TM Associates Development, Inc Role: Developer Consultant  
 Address: 1375 Piccard Dr, Suite 150, Rockville, MD 20850  
 Email: astockmaster@tmadevelopment.com Phone: 240-428-7799
  
4. Management Entity: Matt Melnick This is a Related Entity. FALSE  
 Firm Name: TM Associates Management, Inc  
 Address: 1375 Piccard Drive, Suite 150, Rockville, MD 20850  
 Email: mmelnick@tmamgroup.com Phone: (240) 683-0300 x225
  
5. Contractor:  This is a Related Entity. FALSE  
 Firm Name:   
 Address:   
 Email:  Phone:
  
6. Architect: Marc Feinstein This is a Related Entity. FALSE  
 Firm Name: Miner Feinstein Architects LLC  
 Address: 31 West Patrick Street, Suite 100, Frederick, MD 21701  
 Email: marc@mfarchitects.net Phone: (301) 760-7988 x102
  
7. Real Estate Attorney: Allison T. Domson, Esq. This is a Related Entity. FALSE  
 Firm Name: Williams Mullen  
 Address: 200 South 10th Street, Suite 1600, Richmond VA 23219  
 Email: adomson@williamsmullen.com Phone: (804) 420-6915
  
8. Mortgage Banker:  This is a Related Entity. FALSE  
 Firm Name:   
 Address:   
 Email:  Phone:
  
9. Other: Sandy Graham This is a Related Entity. FALSE  
 Firm Name: Williams Mullen Role: Legal Counsel  
 Address: 200 South 10th Street, Suite 1600, Richmond VA 23219  
 Email: sgraham@williamsmullen.com Phone: (804) 420-6458

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... **TRUE**
  
- b. This development has received a previous allocation of credits..... **TRUE**  
 If so, in what year did this development receive credits? ..... **1999**
  
- c. The development is listed on the RD 515 Rehabilitation Priority List?..... **TRUE**
  
- d. This development is an existing RD or HUD S8/236 development..... **TRUE**  
**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..... **TRUE**
  
- 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)..... **TRUE**
  
- 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..... TRUE

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)..... TRUE
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)

4. Request For Exception

- a. The proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) is subject to an assessment of up to minus 20 points for being located in a pool identified by the Authority as a pool with little or no increase in rent burdened population..... FALSE
b. Applicant seeks an exception to this restriction in accordance with one of the following provisions under 13VAC10-180-60:
i. Proposed development is specialized housing designed to meet special needs that cannot readily be addressed utilizing existing residential structures..... FALSE
ii. Proposed development is designed to serve as a replacement for housing being demolished through redevelopment..... FALSE
iii. Proposed development is housing that is an integral part of a neighborhood revitalization project sponsored by a local housing authority..... FALSE

Action: If any of 4(b) responses are true, provide documentation at Tab U.

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Owner

Name: Petersburg Community Development Corporation, Inc. (Please fit NP name within available space)

Contact Person: James Hendricks

Street Address: 555 S. South St

City: Petersburg State: VA Zip: 23803-0000

Phone: (804) 420-6458 Extension: Contact Email: petersburg.cdc@gmail.com

**G. NONPROFIT INVOLVEMENT**

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

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

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

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

**Action:** Provide Option or Right of First Refusal in Recordable Form **(TAB V)**  
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

**Name of qualified nonprofit:** Petersburg Community Development Corporation

**or indicate true if Local Housing Authority** FALSE  
**Name of Local Housing Authority**

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

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

**NOTE:** Applicant waives the right to pursue a Qualified Contract.

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	48	bedrooms	88
Total number of <b>rental</b> units in development	48	bedrooms	88
Number of low-income rental units	48	bedrooms	88
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	48	bedrooms	88
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.....			38,040.53 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			0.00 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			38,040.53 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			0.00%
i. Exact area of site in acres .....	3.045		
j. Locality has approved a final site plan or plan of development..... If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			TRUE
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....			FALSE

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	630.90	SF	16	16
2BR Garden	808.72	SF	24	24
3BR Garden	1067.10	SF	8	8
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			48	48

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... 6
- b. Age of Structure:..... 36 years
- c. Number of stories:..... 2
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: N/A
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

**H. STRUCTURE AND UNITS INFORMATION**

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

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

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

i. Roof Type	▶	Pitched
j. Construction Type	▶	Frame
k. Primary Exterior Finish	▶	Vinyl

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

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

l. Describe Community Facilities: Laundry Room, Maintenance Facilities, Rental Office, Community Room

m. Number of Proposed Parking Spaces.....	62
Parking is shared with another entity .....	FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. .... FALSE  
 If **True**, Provide required documentation (**TAB K3**).



**H. STRUCTURE AND UNITS INFORMATION**

**5. Plans and Specifications**

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

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

**b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.**

- i. Phase I environmental assessment.
- ii. Physical needs assessment for any rehab only development.

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

**6. Market Study Data:**

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

Project Wide Capture Rate - LIHTC Units	15.40%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	15.40%
Project Wide Absorption Period (Months)	6

**J. ENHANCEMENTS**

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

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

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

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

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

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

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

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 25.00% | b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE   | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| FALSE  | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| TRUE   | e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
| TRUE   | f. Free WiFi access will be provided in community room for resident only usage.  |
| FALSE  | g. Each unit is provided free individual high speed internet access.   |
| or     |  |
| TRUE   | h. Each unit is provided free individual WiFi access.  |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
| or     |  |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| TRUE   | k. Cooking surfaces are equipped with fire prevention features   |
| or     |  |
| FALSE  | l. Cooking surfaces are equipped with fire suppression features.   |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
| or     |  |
| TRUE   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| TRUE   | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| FALSE  | r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.   |
| FALSE  | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.                              |

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

**J. ENHANCEMENTS**

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

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

**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:

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

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

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


- |  |                                      |
|--|--------------------------------------|
| <u>FALSE</u> Zero Energy Ready Home Requirements | <u>FALSE</u> Passive House Standards |
|--|--------------------------------------|

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

- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 5 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:  
10% 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 Electric Forced Air
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Electric

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	31	37	52	0
Air Conditioning	0	31	37	52	0
Cooking	0	8	10	15	0
Lighting	0	11	14	19	0
Hot Water	0	18	24	35	0
Water	0	18	20	22	0
Sewer	0	21	25	29	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$138	\$167	\$224	\$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: USDA- RD

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



**K. SPECIAL HOUSING NEEDS**

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

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

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

**TRUE**

- a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;
- (ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.
- (iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

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

**Note:** Subsidies may apply to any units, not only those built to satisfy Section 504. (60 points)


**FALSE**

- b. Any development in which the greater of 5 units or 10% of the units (i) have rents within HUD's Housing Choice Voucher ("HCV") payment standard; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) 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 (30 points)

**FALSE**

- c. Any development in which 5% of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of this application for credits. (15 points)

**For items a,b or c, 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.**

K. SPECIAL HOUSING NEEDS

2. Special Housing Needs/Leasing Preference:

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

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

Action: Provide Permanent Supportive Housing Certification (Tab S)

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

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

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

3. Leasing Preferences

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

Organization which holds waiting list: Sussex County Housing Office

Contact person: Brenda Drew

Title: Housing Programs Coordinator

Phone Number: (804) 834-1302

Action: Provide required notification documentation (TAB L)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 8 % of total Low Income Units 17%

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

K. SPECIAL HOUSING NEEDS

3. Target Population Leasing Preference

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

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

First Name: Matt

Last Name: Melnick

Phone Number: (240) 428-7799 Email: mmelnick@tmamgroup.com

4. Rental Assistance

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

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

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

FALSE Section 8 New Construction Substantial Rehabilitation

FALSE Section 8 Moderate Rehabilitation

FALSE Section 8 Certificates

FALSE Section 8 Project Based Assistance

TRUE RD 515 Rental Assistance

FALSE Section 8 Vouchers

\*Administering Organization:

FALSE State Assistance

\*Administering Organization:

FALSE Other:

**K. SPECIAL HOUSING NEEDS**

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:

32

How many years in rental assistance contract?

1.00

Expiration date of contract:

3/1/2021

There is an Option to Renew.....

TRUE

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



**L. UNIT DETAILS**

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

Note: In order to qualify for any tax credits, a development must meet one of two minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test) or (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), all as described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

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


Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
5	10.42%	40% Area Median	200%
19	39.58%	50% Area Median	950%
16	33.33%	60% Area Median	960%
4	8.33%	70% Area Median	280%
4	8.33%	80% Area Median	320%
0	0.00%	Market Units	
48	100.00%	<b>Total</b>	<b>56.46%</b>

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
5	10.42%	40% Area Median	200%
19	39.58%	50% Area Median	950%
16	33.33%	60% Area Median	960%
4	8.33%	70% Area Median	280%
4	8.33%	80% Area Median	320%
0	0.00%	Market Units	
48	100.00%	<b>Total</b>	<b>56.46%</b>

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

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	2	2	549.85	\$589.00	\$1,178
Mix 2	2 BR - 1 Bath	40% AMI	2	2	723.61	\$637.00	\$1,274
Mix 3	3 BR - 1 Bath	40% AMI	1	1	966.56	\$742.00	\$742
Mix 4	1 BR - 1 Bath	50% AMI	6		549.85	\$589.00	\$3,534
Mix 5	2 BR - 1 Bath	50% AMI	10		723.61	\$637.00	\$6,370
Mix 6	3 BR - 1 Bath	50% AMI	3		966.56	\$742.00	\$2,226
Mix 7	1 BR - 1 Bath	60% AMI	6		592.53	\$589.00	\$3,534
Mix 8	2 BR - 1 Bath	60% AMI	8		766.45	\$637.00	\$5,096
Mix 9	3 BR - 1 Bath	60% AMI	2		1026.89	\$742.00	\$1,484
Mix 10	1 BR - 1 Bath	70% AMI	1		592.53	\$589.00	\$589
Mix 11	2 BR - 1 Bath	70% AMI	2		766.45	\$637.00	\$1,274
Mix 12	3 BR - 1 Bath	70% AMI	1		1026.89	\$742.00	\$742
Mix 13	1 BR - 1 Bath	80% AMI	1		592.53	\$589.00	\$589
Mix 14	2 BR - 1 Bath	80% AMI	2		766.45	\$637.00	\$1,274
Mix 15	3 BR - 1 Bath	80% AMI	1		1026.89	\$742.00	\$742
Mix 16							\$0

**L. UNIT DETAILS**

Mix 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
Mix 27								\$0
Mix 28								\$0
Mix 29								\$0
Mix 30								\$0
Mix 31								\$0
Mix 32								\$0
Mix 33								\$0
Mix 34								\$0
Mix 35								\$0
Mix 36								\$0
Mix 37								\$0
Mix 38								\$0
Mix 39								\$0
Mix 40								\$0
Mix 41								\$0
Mix 42								\$0
Mix 43								\$0
Mix 44								\$0
Mix 45								\$0
Mix 46								\$0
Mix 47								\$0
Mix 48								\$0
Mix 49								\$0
Mix 50								\$0
Mix 51								\$0
Mix 52								\$0
Mix 53								\$0
Mix 54								\$0
Mix 55								\$0
Mix 56								\$0
Mix 57								\$0
Mix 58								\$0
Mix 59								\$0
Mix 60								\$0
Mix 61								\$0
Mix 62								\$0
Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0

**L. UNIT DETAILS**

Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
<b>TOTALS</b>			48	5			\$30,648

<b>Total Units</b>	<b>48</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>34,993.56</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>34,993.56</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$900
2. Office Salaries			\$0
3. Office Supplies			\$7,000
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$38,592
<u>10.36%</u> of EGI	<u>\$804.00</u>	Per Unit	
6. Manager Salaries			\$36,756
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$100
9. Auditing			\$6,850
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$3,000
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$3,410
<b>Total Administrative</b>			<b>\$96,608</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$5,000
16. Water			\$13,000
17. Gas			\$1,250
18. Sewer			\$20,000
<b>Total Utility</b>			<b>\$39,250</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$1,500
23. Trash Removal			\$4,800
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$1,650
27. Grounds Contract			\$100
28. Maintenance/Repairs Payroll			\$35,000
29. Repairs/Material			\$11,000
30. Repairs Contract			\$9,000
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$2,800
37. Miscellaneous			\$0
<b>Totals Operating &amp; Maintenance</b>			<b>\$65,850</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$9,000
39. Payroll Taxes	\$9,840
40. Miscellaneous Taxes/Licenses/Permits	\$1,200
41. Property & Liability Insurance	\$12,240
42. Fidelity Bond	\$79
43. Workman's Compensation	\$1,400
44. Health Insurance & Employee Benefits	\$13,400
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$47,159</b>

<b>Total Operating Expense</b>	<b>\$248,867</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	<b>\$5,185</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>66.79%</b>
--	----------------	--	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$25,200</b>
---	-----------------

<b>Total Expenses</b>	<b>\$274,067</b>
-----------------------	------------------

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

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	2/22/2021	James Hendricks
b. Site Acquisition	6/1/2022	James Hendricks
c. Zoning Approval	2/16/2021	Beverly Walkup
d. Site Plan Approval	2/24/2021	Beverly Walkup
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	10/1/2021	James Hendricks
ii. Conditional Commitment	11/1/2021	Corbin Anderson
iii. Firm Commitment	12/1/2021	Corbin Anderson
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	9/1/2021	James Hendricks
ii. Conditional Commitment	11/1/2021	Bennett Atwill
iii. Firm Commitment	1/1/2022	Bennett Atwill
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	3/1/2021	James Hendricks
ii. Conditional Commitment	1/1/2022	Jonathan Bell
iii. Firm Commitment	6/1/2022	Jonathan Bell
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	HTF	James Hendricks
ii. Application	6/1/2021	James Hendricks
iii. Award/Commitment	10/1/2021	Michael Haas
<b>2. Formation of Owner</b>	1/15/2021	James Hendricks
<b>3. IRS Approval of Nonprofit Status</b>	8/1/1990	James Hendricks
<b>4. Closing and Transfer of Property to Owner</b>	6/1/2022	James Hendricks
<b>5. Plans and Specifications, Working Drawings</b>	9/15/2021	Marc Feinstein
<b>6. Building Permit Issued by Local Government</b>	6/1/2022	Tim Barila
<b>7. Start Construction</b>	6/1/2022	James Hendricks
<b>8. Begin Lease-up</b>	6/1/2022	Matt Melnick
<b>9. Complete Construction</b>	12/31/2022	James Hendricks
<b>10. Complete Lease-Up</b>	12/31/2022	Matt Melnick
<b>11. Credit Placed in Service Date</b>	12/31/2022	James Hendricks



**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	2,256,631	0	0	2,256,631
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	2,256,631	0	0	2,256,631
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	198,542	0	0	198,542
p. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	198,542	0	0	198,542
<b>Total Structure and Land</b>	2,455,173	0	0	2,455,173
q. General Requirements	147,309	0	0	147,309
r. Builder's Overhead ( 2.0% Contract)	49,103	0	0	49,103
s. Builder's Profit ( 6.0% Contract)	147,309	0	0	147,309
t. Bonds	22,391	0	0	22,391
u. Building Permits	27,989	0	0	27,989
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: Termite	10,000	0	0	10,000
y. Other 2:	0	0	0	0
z. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$2,859,274</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,859,274</b>

**O. PROJECT BUDGET - OWNER COSTS**

**MUST USE WHOLE NUMBERS ONLY!**

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit		0	0	
b. Architecture/Engineering Design Fee \$1,875 /Unit)	90,000	0	0	90,000
c. Architecture Supervision Fee \$625 /Unit)	30,000	0	0	30,000
d. Tap Fees	0	0	0	0
e. Environmental	8,000	0	0	8,000
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	24,000	0	0	24,000
h. Appraisal	4,000	0	0	4,000
i. Market Study	4,000	4,000	0	0
j. Site Engineering / Survey	15,000	0	0	15,000
k. Construction/Development Mgt	15,000	0	0	15,000
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	50,689	0	0	50,689
n. Construction Interest ( 5.0% for 12 months)	150,000	0	0	0
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	22,391	0	0	22,391
q. Permanent Loan Fee ( 1.0% )	3,000	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	25,000	3,608	0	21,000
u. Accounting	0	0	0	0
v. Title and Recording	35,000	20,000	0	15,000
w. Legal Fees for Closing	60,000	20,000	0	40,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	29,000			
z. Tenant Relocation	20,000	0	0	0
aa. Fixtures, Furnitures and Equipment	20,000	0	0	20,000
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	176,944	0	0	0
ad. Contingency	195,923	0	0	195,923
ae. Security	0	0	0	0
af. Utilities	0	0	0	0



**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify:		0	0	0
(2) Other* specify: Tenant Protection Reserve	18,360	0	0	0
(3) Other* specify: Soft Cost Contingency	20,000	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
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$1,016,307	\$47,608	\$0	\$551,003
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$3,875,581	\$47,608	\$0	\$3,410,277
<b>3. Developer's Fees</b>	700,000	0	0	700,000
<b>Action:</b> Provide Developer Fee Agreement (Tab A)				
<b>4. Owner's Acquisition Costs</b>				
Land	150,000			
Existing Improvements	1,698,496	1,530,122		
Subtotal 4:	\$1,848,496	\$1,530,122		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$6,424,077	\$1,577,730	\$0	\$4,110,277

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

(Provide documentation at Tab E)

\$0	Land
\$0	Building

**Maximum Developer Fee:** \$716,889

Proposed Development's Cost per Sq Foot \$120 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$197

**2021 Low-Income Housing Tax Credit Application For Reservation**

**P. ELIGIBLE BASIS CALCULATION**

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		(B) Acquisition	(C) Rehab/ New Construction	(D) "70 % Present Value Credit"
<b>1. Total Development Costs</b>	6,424,077	1,577,730	0	4,110,277
<b>2. Reductions in Eligible Basis</b>				
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
<b>3. Total Eligible Basis (1 - 2 above)</b>		1,577,730	0	4,110,277
<b>4. Adjustment(s) to Eligible Basis</b> (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	1,233,083
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			0	5,343,360
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		1,577,730	0	5,343,360
<b>7. Applicable Percentage</b> <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		4.00%	9.00%	9.00%
<b>8. Maximum Allowable Credit under IRC §42</b> (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$63,109	\$0	\$480,902
		\$544,011 Combined 30% & 70% P. V. Credit		

**Q. SOURCES OF FUNDS**

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

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

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

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

Source of Funds	Date of Application	Date of Commitment	<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. SPARC	9/1/2021	1/1/2022	\$275,000	\$15,563	2.95%	25.00	25.00
2. USDA RD	3/1/2021	3/3/2022	\$1,488,496	\$37,842	1.00%	50.00	30.00
3. HTF	6/1/2021	10/1/2021	\$750,000	\$22,500	3.00%	1000.00	30.00
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$2,513,496	\$75,905			

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

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

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.			
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$0

**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	\$1,488,496
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$300,000
g.	HOME Funds	\$0
h.	Other:	\$700,000
	HTF	
i.	Other:	\$0

Market-Rate Loans

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

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

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

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

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

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

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

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

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

c. **FALSE** Other \_\_\_\_\_

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

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit			
Amount of Federal historic credits	\$0	x Equity \$	\$0.000 = \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000 = \$0
b. Equity that Sponsor will Fund:			
i. Cash Investment	\$0		
ii. Contributed Land/Building	\$0		
iii. Deferred Developer Fee	\$260,581	(Note: Deferred Developer Fee cannot be negative.)	
iv. Other: Replacement Reserves	\$150,000		
<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>\$410,581</u>		

**2. Equity Gap Calculation**

a. Total Development Cost	\$6,424,077
b. Total of Permanent Funding, Grants and Equity	- \$2,924,077
c. Equity Gap	\$3,500,000
d. Developer Equity	- \$350
e. Equity gap to be funded with low-income tax credit proceeds	\$3,499,650

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

a. Actual or Anticipated Name of Syndicator:	PNC Real Estate		
Contact Person:	Matthew Beston	Phone:	(617) 905-0830
Street Address:	One Marina Park Drive, Suite 1410		
City:	Boston	State:	
		Zip:	02110
b. Syndication Equity			
i. Anticipated Annual Credits		\$400,000.00	
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)		\$0.875	
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		\$399,960	
vi. Total to be paid by anticipated users of credit (e.g., limited partners)		\$3,499,650	
c. Syndication:	Private		
d. Investors:	Corporate		

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$3,499,650

**5. Net Equity Factor**

Must be equal to or greater than 85% 87.5000000000%

**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>\$6,424,077</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u><u>\$2,924,077</u></u>
3. Equals Equity Gap		<u>\$3,500,000</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u><u>87.5000000000%</u></u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$4,000,000</u>
Divided by ten years		<u><u>10</u></u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$400,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$544,011</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$20,000</u>
	For 70% PV Credit:	<u>\$380,000</u>
Credit per LI Units	<u>\$8,333.3333</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$4,545.4545</u>	
		<b>\$400,000</b>

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





T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	372,610	380,062	387,664	395,417	403,325
Less Oper. Expenses	274,067	282,289	290,758	299,480	308,465
Net Income	98,543	97,773	96,906	95,936	94,860
Less Debt Service	75,905	75,905	75,905	75,905	75,905
Cash Flow	22,638	21,868	21,001	20,031	18,955
Debt Coverage Ratio	1.30	1.29	1.28	1.26	1.25

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	411,392	419,619	428,012	436,572	445,304
Less Oper. Expenses	317,719	327,250	337,068	347,180	357,595
Net Income	93,673	92,369	90,944	89,392	87,708
Less Debt Service	75,905	75,905	75,905	75,905	75,905
Cash Flow	17,768	16,464	15,039	13,487	11,803
Debt Coverage Ratio	1.23	1.22	1.20	1.18	1.16

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	454,210	463,294	472,560	482,011	491,651
Less Oper. Expenses	368,323	379,373	390,754	402,477	414,551
Net Income	85,886	83,921	81,806	79,534	77,100
Less Debt Service	75,905	75,905	75,905	75,905	75,905
Cash Flow	9,981	8,016	5,901	3,629	1,195
Debt Coverage Ratio	1.13	1.11	1.08	1.05	1.02

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)  
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be >= 3%)

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

**Must Complete**

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

Number of BINS: 12

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

**DO NOT use the CUT feature**

**Total TC Units not equal to LI Units on Structure tab.**

Bldg #	BIN if known	NUMBER OF		Street Address				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS	Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
		1.	VA9906501	8	0	10317 - 10331 Penny Lane	901 - 908	Wakefield	VA	23888	\$268,214	06/01/22	4.00%	\$10,729				\$0	\$908,371	12/31/22
2.	VA9906502	8	0	10339 - 10353 Penny Lane	909 - 916	Wakefield	VA	23888	\$209,333	06/01/22	4.00%	\$8,373				\$0	\$708,957	12/31/22	9.00%	\$63,806
3.	VA9906503	8	0	10356 - 10342 Penny Lane	917 - 924	Wakefield	VA	23888	\$268,214	06/01/22	4.00%	\$10,729				\$0	\$908,371	12/31/22	9.00%	\$81,753
4.	VA9906504	8	0	10340 - 10326 Penny Lane	925 - 932	Wakefield	VA	23888	\$354,422	06/01/22	4.00%	\$14,177				\$0	\$1,200,333	12/31/22	9.00%	\$108,030
5.	VA9906505	8	0	10324 - 10310 Penny Lane	933 - 940	Wakefield	VA	23888	\$209,333	06/01/22	4.00%	\$8,373				\$0	\$708,957	12/31/22	9.00%	\$63,806
6.	VA9906506	8	0	10307 - 10321 Penny Lane	941 - 948	Wakefield	VA	23888	\$268,214	06/01/22	4.00%	\$10,729				\$0	\$908,371	12/31/22	9.00%	\$81,753
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.				Old Bins								\$0				\$0				\$0
10.	VA9906501	8	0	10317 - 10331 Penny Lane	901 - 908	Wakefield	VA	23888				\$0				\$0				\$0
11.	VA9906502	8	0	10399 - 10353 Penny Lane	909 - 916	Wakefield	VA	23888				\$0				\$0				\$0
12.	VA9906503	8	0	10356 - 10342 Penny Lane	917 - 924	Wakefield	VA	23888				\$0				\$0				\$0
13.	VA9906504	8	0	10342 - 10326 Penny Lane	925 - 932	Wakefield	VA	23888				\$0				\$0				\$0
14.	VA9906505	8	0	10324 - 10310 Penny Lane	933 - 940	Wakefield	VA	23888				\$0				\$0				\$0
15.	VA9906506	8	0	10307 - 10321 Penny Lane	941 - 948	Wakefield	VA	23888				\$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

96 0

Totals from all buildings

\$1,577,730

\$0

\$5,343,360

Total Units not equal to Total Rental Units on Structure Tab.

\$63,109

\$0

\$480,902

Total TC Units not equal to LI Units on Structure tab.

Number of BINS: 12

**V. STATEMENT OF OWNER**

The undersigned hereby acknowledges the following:


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

**V. STATEMENT OF OWNER**

10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
15. that undersigned waives the right to pursue a Qualified Contract on this development.
16. 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: Birch Island Apartments PCDC LLC  
By: Birch Island Apartments MM LLC, Managing Mem  
By: Petersburg Community Development Corporation


By:   
 Its: James R. Hendricks, Executive Director  
 (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:	Alan Miner
Virginia License#:	0401011591
Architecture Firm or Company:	Miner Feinstein Architects LLC

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

Its: Principal \_\_\_\_\_  
(Title)

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

W.

## LIHTC SELF SCORE SHEET

### Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Item 5f requires 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 or 40	40.00
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>55.00</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	Y	0 or 20	20.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
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	10%	0, 20, 25 or 30	25.00
g. Development listed on the Rural Development Rehab Priority List	Y	0 or 15	15.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
<b>Total:</b>			<b>65.00</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			51.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	N	0, 10 or 20	0.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet Virginia Housing's Universal Design standards	10%	Up to 15	1.56
h. Developments with less than 100 units	Y	up to 20	20.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>142.56</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$89,400	\$62,300

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms Units with income and rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	16.67%	Up to 15	0.00
c.	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.42%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			<u>60.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	N	0 or 50	0.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>0.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	85.34
b. Cost per unit		Up to 100	35.92
Total:			<u>121.26</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 45	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			<u>60.00</u>

425 Point Threshold - all 9% Tax Credits  
325 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE:** 503.82

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	10.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	8.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>51.00</u>
 All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<u><b>51.00</b></u>



X. Development Summary

Summary Information

2021 Low-Income Housing Tax Credit Application For Reservation

**Deal Name:** Birch Island Apartments

**Cycle Type:** 9% Tax Credits  
**Allocation Type:** Acquisition/Rehab  
**Total Units:** 48  
**Total LI Units:** 48  
**Project Gross Sq Ft:** 38,040.53  
**Green Certified?** TRUE

**Requested Credit Amount:** \$400,000  
**Jurisdiction:** Sussex County  
**Population Target:** General  
**Owner Contact:** James Hendricks

**Total Score**  
503.82

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$2,513,496	\$52,365	\$66	\$75,905

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$2,455,173	\$51,149	\$65	38.22%
General Req/Overhead/Profit	\$343,721	\$7,161	\$9	5.35%
Other Contract Costs	\$60,380	\$1,258	\$2	0.94%
Owner Costs	\$1,016,307	\$21,173	\$27	15.82%
Acquisition	\$1,848,496	\$38,510	\$49	28.77%
Developer Fee	\$700,000	\$14,583	\$18	10.90%
<b>Total Uses</b>	<b>\$6,424,077</b>	<b>\$133,835</b>		

Total Development Costs	
Total Improvements	\$3,875,581
Land Acquisition	\$1,848,496
Developer Fee	\$700,000
<b>Total Development Costs</b>	<b>\$6,424,077</b>

Income		
Gross Potential Income - LI Units		\$400,656
Gross Potential Income - Mkt Units		\$0
Subtotal		\$400,656
Less Vacancy %	7.00%	\$28,046
<b>Effective Gross Income</b>		<b>\$372,610</b>

**Proposed Cost Limit/Sq Ft:** \$120  
**Applicable Cost Limit/Sq Ft:** \$197

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	16
# of 2BR	24
# of 3BR	8
# of 4+ BR	0
<b>Total Units</b>	<b>48</b>

**Rental Assistance?** TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$96,608	\$2,013
Utilities	\$39,250	\$818
Operating & Maintenance	\$65,850	\$1,372
Taxes & Insurance	\$47,159	\$982
<b>Total Operating Expenses</b>	<b>\$248,867</b>	<b>\$5,185</b>
Replacement Reserves	\$25,200	\$525
<b>Total Expenses</b>	<b>\$274,067</b>	<b>\$5,710</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	5	5
50% AMI	19	19
60% AMI	16	16
>60% AMI	8	8
Market	0	0

Cash Flow	
EGI	\$372,610
Total Expenses	\$274,067
<b>Net Income</b>	<b>\$98,543</b>
Debt Service	\$75,905
<b>Debt Coverage Ratio (YR1):</b>	<b>1.30</b>

**Income Averaging?** TRUE

**Extended Use Restriction?** 30

## 2021 Low-Income Housing Tax Credit Application For Reservation

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Virginia Housing is running a BETA test of new EUR calculations that will be considered for implementation in 2022. These points are only a test and will not be used for scoring purposes in 2021. Please contact [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com) with questions or comments.

### Credit Points:

If the Combined Max Allowable 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.

<b>Using Current E-U-R method (up to 200)</b>		85.34
<b>Using proposed method:</b>		
Combined Max	\$544,011	
Credit Requested	\$400,000	
% of Savings	26.47%	
Sliding Scale Points		88.23
<i>Difference</i>		2.89

### Cost Points:

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

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

<b>Using Current E-U-R method (up to 100)</b>		35.92
<b>Using proposed method:</b>		
Total Costs Less Acquisition	\$4,575,581	
Total Square Feet	38,040.53	
Proposed Cost per SqFt	\$120.28	
Applicable Cost Limit per Sq Ft	\$197.00	
% of Savings	38.94%	
Sliding Scale Points		77.88
<i>Difference</i>		41.96

\$/SF = **\$160.28** Credits/SF = **10.51511** Const \$/unit = **\$59,568.2083**

TYPE OF PROJECT  
LOCATION  
TYPE OF CONSTRUCTION

GENERAL = 11000; ELDERLY = 12000  
Inner-NVA=100; Outer-NV=200; N/WNC=300; Rich=400; Tid=500; Balance=600  
N C=1; ADPT=2; REHAB(35,000+)=3; REHAB\*(15,000-35,000)=4

**11000**  
**400**  
**3**

In  
Nova  
**400**  
**3**

\*REHABS LOCATED IN BELTWAY (\$15,000-\$50,000) See Below

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	630.90	808.72	1,067.10	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	16	24	8	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	157,500	213,750	230,625	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	157,500	213,750	230,625	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	157,500	213,750	230,625	0	0	0	0
PROJECT COST PER UNIT	0	101,121	129,622	171,035	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	11,550	15,675	16,913	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	11,550	15,675	16,913	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	11,550	15,675	16,913	0	0	0	0
PROJECT CREDIT PER UNIT	0	6,634	8,504	11,221	0	0	0	0
<b>COST PER UNIT POINTS</b>	<b>0.00</b>	<b>11.93</b>	<b>19.68</b>	<b>4.31</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CREDIT PER UNIT POINTS</b>	<b>0.00</b>	<b>28.38</b>	<b>45.75</b>	<b>11.22</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

TOTAL COST PER UNIT POINTS **35.92**

TOTAL CREDIT PER UNIT POINTS **85.34**

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

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

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	157,500	213,750	230,625	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>157,500</b>	<b>213,750</b>	<b>230,625</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	11,550	15,675	16,913	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>11,550</b>	<b>15,675</b>	<b>16,913</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Northern Virginia Beltway** (Rehab costs \$15,000-\$50,000)

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	157,500	213,750	230,625	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>157,500</b>	<b>213,750</b>	<b>230,625</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	11,550	15,675	16,913	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>11,550</b>	<b>15,675</b>	<b>16,913</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

\$/SF = **\$160.28** Credits/SF = **10.51511** Const \$/unit = **\$59,568.21**

TYPE OF PROJECT  
LOCATION  
TYPE OF CONSTRUCTION

GENERAL = 11000; ELDERLY = 12000  
Inner-NVA=100; Outer-NV=200; NWNVC=300; Rich=400; Tid=500; Balance=600  
N C=1; ADPT=2; REHAB(35,000+)=3; REHAB\*(10,000-35,000)=4

**11000**  
**400**  
**3**

**400**  
**3**

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	630.90	808.72	1,067.10	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	16	24	8	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	157,500	213,750	230,625	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	157,500	213,750	230,625	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	157,500	213,750	230,625	0	0	0	0
PROJECT COST PER UNIT	0	101,121	129,622	171,035	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	11,550	15,675	16,913	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	11,550	15,675	16,913	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	11,550	15,675	16,913	0	0	0	0
PROJECT CREDIT PER UNIT	0	6,634	8,504	11,221	0	0	0	0
<b>COST PER UNIT POINTS</b>	<b>0.00</b>	<b>11.93</b>	<b>19.68</b>	<b>4.31</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CREDIT PER UNIT POINTS</b>	<b>0.00</b>	<b>28.38</b>	<b>45.75</b>	<b>11.22</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

TOTAL COST PER UNIT POINTS **35.92**

TOTAL CREDIT PER UNIT POINTS **85.34**

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

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

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	157,500	213,750	230,625	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>157,500</b>	<b>213,750</b>	<b>230,625</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	11,550	15,675	16,913	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>11,550</b>	<b>15,675</b>	<b>16,913</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	157,500	213,750	230,625	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>157,500</b>	<b>213,750</b>	<b>230,625</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	11,550	15,675	16,913	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>11,550</b>	<b>15,675</b>	<b>16,913</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

A

# Partnership or Operating Agreement

Including **chart of ownership structure with percentage of interests** and **draft developer fee agreement**  
(MANDATORY)

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**OPERATING AGREEMENT**  
**OF**  
**BIRCH ISLAND APARTMENTS PCDC LLC**

**January 15, 2021**

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**OPERATING AGREEMENT  
OF  
BIRCH ISLAND APARTMENTS PCDC LLC**

THIS OPERATING AGREEMENT, is made and entered into as of January 15, 2021, by Birch Island Apartments PCDC MM LLC, a Virginia limited liability company, the sole member of Birch Island Apartments PCDC LLC, a Virginia limited liability company, to set forth the terms and conditions on which the management, business and affairs of the Company shall be conducted.

**SECTION 1  
ORGANIZATIONAL MATTERS**

**1.01 Formation.** The Company was formed as a Virginia limited liability company under the Act on January 15, 2021. The rights and obligations of the Member shall be as provided in the Act, except as otherwise expressly provided herein. In the event of any inconsistency between any terms and conditions contained in this Agreement and any non-mandatory provisions of the Act, the terms and conditions contained in this Agreement shall govern and in the event of any inconsistency between any items and conditions contained in this Agreement and any mandatory provisions of the Act, the terms and conditions of the Act shall govern.

**1.02 Name.** The name of the Company shall be Birch Island Apartments PCDC LLC.

**1.03 Principal Office.** The principal office of the Company is 200 South 10th Street, Suite 1600, Richmond, VA, 23219, or such other place as the Managers may from time to time designate. The Company may have other offices at any place or places as may be determined by the Managers.

**1.04 Purpose.** The primary purpose of the Company shall be to acquire, rehabilitate, redevelop, improve, invest in, hold, lease, maintain, operate, and otherwise deal with a certain affordable housing project known as Birch Island Apartments located in Wakefield, Sussex County, Virginia. The Company may engage in any and all other lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated by this Agreement. The Company may also pursue any other lawful activity that is approved by the Member.

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

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

**1.07 Registered Office and Registered Agent.** The Company shall continuously maintain a registered office and a designated and duly qualified agent for service of process on the Company in the Commonwealth of Virginia. As of the date of this Agreement, the address of the registered office is 250 Browns Hill Ct, Midlothian, VA, 23114, and its registered agent is Cogency Global, Inc. The registered office and registered agent may be changed from time to time by action of the Member.

**1.08 Term.** The Company commenced on January 15, 2021, and shall continue until terminated pursuant to this Agreement.

## **SECTION 2** **DEFINITIONS**

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) “Act” shall mean the Virginia Limited Liability Company Act, Va. Code Section 13.1-1000 et seq., as amended and in force from time to time.

(b) “Affiliate” means, with respect to the Member or any Manager or employee of the Company, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Member, Manager or employee and shall include any relative or spouse of such Member, Manager or employee or any relative of such Member’s, Manager’s or employee’s spouse. As used in the foregoing sentence, the term “control” means possession, directly or indirectly, of the power to direct or cause a direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(c) “Articles” shall mean the Articles of Organization of the Company as filed and amended with the State Corporation Commission of Virginia from time to time.

(d) “Capital Contribution” shall mean any contribution to the capital of the Company by the Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made.

(e) “Code” shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

(f) “Company” shall mean Birch Island Apartments PCDC LLC, a Virginia limited liability company, as set forth in the Certificate of Organization issued by the Virginia State Corporation Commission on January 15, 2021.

(g) “Entity” shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.

(h) “Fiscal Year” shall mean the Company’s fiscal year, which shall be the calendar year.

(i) “Manager” shall mean a manager as defined in the Act and as specified in Section 3.

(j) “Member” shall mean Petersburg Community Development Corporation, Inc..

(k) “Operating Agreement” or “Agreement” shall mean this Operating Agreement as originally executed and as amended from time to time.

(l) “Person” shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so permits.

### **SECTION 3** **MANAGEMENT**

**3.01 Managers.** The Company shall be managed under the direction of at least one (1) and not more than three (3) Managers, who shall be called individually a “Manager,” and collectively, the “Managers.” The Managers shall be appointed and may be removed at any time by the Member. The initial Manager of the Company shall be Birch Island Apartments PCDC MM LLC.

#### **3.02 General Powers of the Managers.**

(a) Except as otherwise limited in this Operating Agreement, the Managers shall have exclusive right to manage the Company and to make all decisions regarding the business of the Company. The Managers shall carry out the policies, directions, orders and resolutions of the Member in the manner described in this Operating Agreement and as authorized and directed by the Member from time to time. To the extent not inconsistent with the Act, the Articles or the express provisions of this Operating Agreement, all of the Managers shall have the same rights, powers and authority with respect to the Company. The Managers may delegate prescribed functions to any employee, agent or consultant.

(b) The Managers are granted the right, power and authority to do in the name of, and on behalf of, the Company all things that, in his sole judgment, are necessary, proper or desirable to carry out the purposes of the Company, including, but not limited to, the right, power and authority to:

(i) Enter into, make and perform contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(ii) Open and maintain bank accounts, investment accounts and other arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements; provided, that Company funds shall not be commingled with funds from other sources and shall be used solely for the benefit of the Company.

(iii) Collect funds due to the Company.

(iv) Acquire, utilize for the Company's purposes, maintain and dispose of any assets of the Company.

(v) Pay debts and obligations of the Company, to the extent that funds of the Company are available therefor.

(vi) Borrow money or otherwise commit the credit of the Company for Company activities, and voluntarily prepay or extend any such borrowings.

(vii) Employ from time to time persons, firms or corporations for the operation and management of the Company, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys, on such terms and for such compensation as the Managers shall determine, notwithstanding the fact that the Managers or the Member may have a financial interest in such firms or corporations.

(viii) Make elections available to the Company under the Code.

(ix) Obtain general liability, property and other insurance for the Company, as the Managers deem proper.

(x) Take such actions as may be directed by the Member in furtherance of their approval of any matter set forth in Section 4 hereof.

(xi) Do and perform all such things and execute, acknowledge and deliver any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

(c) The Managers may delegate to one (1) or more of their number the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company as provided in Section 3 hereof. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, the vote, approval or consent of a majority of the Managers, determined on a per capita basis, shall be necessary and sufficient for the Managers to take any action on behalf of the Company that the Managers are authorized to take pursuant to the Act, the Articles or this Operating Agreement.

(d) All actions taken by the Managers on behalf of the Company from the date of its organization to the execution of this Agreement are ratified and confirmed.

**3.03 Tenure.** A Manager shall hold office until his death, resignation, disqualification or removal.

**3.04 Compensation.** The compensation, if any, of the Managers shall be fixed from time to time by the Member. The Managers shall be entitled to reimbursement for expenses incurred by them in performing their duties, according to the policies set by the Member from time to time.

**3.05 Managers Have No Exclusive Duty to Company.** Unless otherwise expressly provided hereunder or under any other agreement entered into between the Company and such person, no Manager shall be required to manage the Company as his sole and exclusive function, and he may have other interests and activities in addition to those relating to the Company, and neither the Company nor the Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of such Manager or to the income or proceeds derived therefrom.

#### **SECTION 4** **LIMITATION OF LIABILITY; INDEMNIFICATION**

**4.01 Limitation of Liability of Managers.** In any proceeding brought by or in the right of the Company or brought by or on behalf of the Member, a Manager (in his capacity as a Manager) or any of its Affiliates shall not be liable to the Company or its Member for any monetary damages arising out of any transaction, occurrence or course of conduct, unless in such proceeding the Manager or any of its Affiliates was adjudged to have engaged in willful misconduct or a knowing violation of the criminal law.

**4.02 Indemnity of Managers.** The Managers shall be indemnified by the Company under the following circumstances and in the manner and to the extent indicated:

(a) Every Person, and his heirs, executors and administrators, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of any kind, whether civil, criminal, administrative, arbitral or investigative, or was or is the subject of any claim, and whether or not by or in the right of the Company, by reason of his being or having been a Manager, or by reason of his serving or having served at the request of the Company as a director, officer, manager, employee or agent of another Entity, or at the request of the Company in any capacity that under Federal law regulating employee benefit plans would or might constitute him a fiduciary with respect to any such plan, whether or not such plan is or was for employees of the Company, shall be indemnified by the Company against expenses (including attorneys' fees), judgments, fines, penalties, awards, costs, amounts paid in settlement and liabilities of all kinds, actually and reasonably incurred by him in connection with, or resulting from, such action, suit, proceeding or claim, if he acted in good faith and in the manner he reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to

believe his conduct was unlawful, provided that no indemnification shall be made in respect of any claim, issue or matter as to which he shall have been adjudicated to be liable to the Company for willful misconduct or a knowing violation of the criminal law in the performance of his duty to the Company unless, and only to the extent, that the court in which such action, suit or proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, he is fairly and reasonably entitled to indemnity. The termination of any such action, suit or proceeding by judgment, order or conviction, or upon a plea of nolo contendere or its equivalent, or by settlement, shall not of itself create a presumption that any such Person did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company.

(b) Any indemnification under Section 4.02(a) (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of such Person is proper in the circumstances because the Manager had met the applicable standard of conduct set forth in such paragraph. Such determination may be made either (i) by the Managers by a majority vote of a quorum consisting of Managers who were not a party to such action, suit or proceeding, or (ii) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested Managers so directs, by independent legal counsel in a written opinion, or (iii) by the Member.

(c) Reasonable expenses (including attorneys' fees) incurred by or in respect of any such Person in connection with any such action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, shall be paid by the Company in advance of the final disposition thereof upon receipt of an undertaking by, or on behalf of, such Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company.

(d) The Managers of the Company shall have the power, generally and in specific cases, to indemnify their employees and agents to the same extent as provided in this Section with respect to its Managers.

(e) The provisions of this Section are in addition to, and not in substitution for, any other right to indemnity to which any Person who is or may be indemnified by or pursuant to this Section may otherwise be entitled, and to the powers otherwise accorded by law to the Company to indemnify any such Person and to purchase and maintain insurance on behalf of any such Person against any liability asserted against or incurred by him in any capacity referred to in this Section or arising from his status as serving or having served in any such capacity (whether or not the Company would have the power to indemnify against such liability).

(f) If any provision of this Section shall be adjudicated invalid or unenforceable, such adjudication shall not be deemed to invalidate or otherwise affect any other provision hereof or any power of indemnity which the Company may have under the laws of the Commonwealth of Virginia.



(g) No amendment or repeal of this Section shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

**4.03 No Personal Liability to Member.** Notwithstanding any provision of Section 4.02 above, the indemnification provided in Section 4.02 shall in no event cause the Member to incur any liability to the Company beyond its total Capital Contributions plus its share of any undistributed profits of the Company, nor shall it result in any liability of the Member to any third party.

## **SECTION 5**

### **ACTION BY THE MEMBER**

**5.01 Meetings.** Meetings of the Member, for any purpose or purposes, unless otherwise prescribed by statute, may be called by a majority of the Managers or the Member at any time.

**5.02 Action by Consent.** Any action required or permitted to be taken at a meeting of Member may be taken without a meeting if one or more written consents to such action are signed by the Member. Action taken under this Section is effective when the Member signs the consent or consents, unless the consent or consents specifies a different effective date.

## **SECTION 6**

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

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

(a) **Initial Capital Contribution.** The Member shall make a Capital Contribution of One Hundred and 00/100 Dollars (\$100.00) as its Initial Capital Contribution.

(b) **Additional Capital Contributions.** The Member shall not be required to make any further Capital Contributions beyond those set forth in Section 6.01(a) above.

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

(d) **Loans to Company by Member.** Nothing in this Agreement shall prevent the Member from making secured or unsecured loans to the Company by agreement with the Company in accordance with the terms of this Agreement.

**6.02 Distributions.** Distributions shall be made by the Company to the Member at such times and in such amounts as the Member shall determine in its sole discretion; provided, however, the Company's obligation, and the Manager's authority, to make any distribution is subject to the restrictions governing distributions under the Act and such other pertinent governmental restrictions as are now and may hereafter become effective. Currently, among other prohibitions, the Act

prohibits the Company from making a distribution to the extent that, after giving effect to the distribution, liabilities of the Company exceed the fair value of the assets of the Company.

## **SECTION 7** **TAX MATTERS**

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

## **SECTION 8** **DISSOLUTION AND TERMINATION**

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

- (a) The determination in writing of the Member;
- (b) The sale, transfer or assignment of substantially all of the assets of the Company;
- (c) The adjudication of the Company as insolvent within the meaning of insolvency in either bankruptcy or equity proceedings, or the filing of an involuntary petition in bankruptcy against the Company (which is not dismissed within ninety (90) days), or the filing against the Company of a petition for reorganization under the federal bankruptcy code or any state statute (which is not dismissed within ninety (90) days), or a general assignment by the Company for the benefit of creditors, or the voluntary claim (by the Company) that it is insolvent under any provisions of the federal bankruptcy code (or any state insolvency statutes), or the appointment for the Company of a temporary or permanent receiver, trustee, custodian or sequestrator, and such receiver, trustee, custodian or sequestrator is not dismissed within ninety (90) days; or
- (d) As otherwise required by Virginia law.

**8.02 Liquidation.** Upon the dissolution of the Company, it shall wind up its affairs by either or a combination of both of the following methods as the Managers (or if there are no Managers, such Person or Persons appointed by the Member) shall in their sole discretion determine:

- (a) Selling the Company's assets and, after paying the Company's liabilities or reserving sufficient funds for such liabilities, distributing the net proceeds to the Member in satisfaction of its interest in the Company; and/or,
- (b) Distributing the Company's assets to the Member in kind with the Member accepting the Company's assets, subject to its liabilities, in satisfaction of its interest in the Company.

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

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

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

(b) Second, to the setting up of any reserves which the Managers (or the Person or Persons carrying out the liquidation) shall deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves shall be paid over to a bank or an attorney at law as escrow agent to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies. At the expiration of such period as the Managers (or the Person or Persons carrying out the liquidation) shall deem advisable, but in no event to exceed eighteen (18) months, the Managers shall distribute the balance thereof in the manner provided in the following subparagraph; then

(c) Third, to the Member.

**8.05 Certificate of Cancellation.**

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

(b) Upon the issuance of the filing of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers shall thereafter be trustees for the Member and creditors of the Company and as such shall have authority to distribute any Company property discovered after dissolution, convey real estate, if any, and take such other action as may be necessary on behalf of and in the name of the Company.

**SECTION 9**  
**MISCELLANEOUS PROVISIONS**

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

**9.02 Books of Account and Records.** Proper and complete records and books of account shall be kept or shall be caused to be kept by the Managers in which shall be entered fully and accurately all transactions and other matters relating to the Company in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal office of the Company, which initially shall be located at 200 South 10th Street, Suite 1600, Richmond, VA, 23219, and shall be open to inspection and examination of the Member or its duly authorized representatives during reasonable business hours.

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

**9.04 Amendments.** This Operating Agreement may be amended by the Member at any time.

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

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

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

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

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

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

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

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

**9.13 Entire Agreement.** This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

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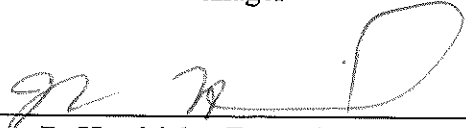
[Signatures on following page]

The undersigned, being the sole Member of the Company, hereby agrees, acknowledges and certifies that the foregoing Operating Agreement constitutes the sole and entire Operating Agreement of Birch Island Apartments PCDC LLC, adopted as of the date first written above.

**MEMBER:**

By: Birch Island Apartments PCDC MM LLC,  
Its Sole Member and Manager

By: Petersburg Community Development Corporation,  
Its Sole Member and Manager

By:   
James R. Hendricks, Executive Director

## Development Services Agreement

This Development Services Agreement is made on March 15, 2021 by and between Birch Island Apartments PCDC LLC, a Virginia limited liability company (the "Company") and PCDC Developer LLC, a Virginia limited liability corporation ("PCDC Dev") (the "Developer").

### Recitals

1. The Company was formed to acquire, construct, develop, improve, maintain, own, operate, lease, dispose of and otherwise deal with an apartment project consisting of 48 dwelling units located in Wakefield, Virginia (the "Project").

2. The Project, following the Completion of Construction, is expected to constitute a "qualified low-income housing project" (as defined in Section 42(g)(1) of the Internal Revenue Code of 1986, as amended).

3. The Developer has provided and is obligated hereunder to continue to provide certain services with respect to the acquisition, development and construction of the Project.

4. In consideration for such services, the Company has agreed to pay to the Developer a fee in the amount set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### Section 1. Defined Terms

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified below:

"Completion of Construction" means the date upon which (i) the Project shall have been completed, as evidenced by the issuance by the inspecting architect and by each governmental agency having jurisdiction, of certificates of substantial completion or occupancy (or local equivalents), if applicable, with respect to all dwelling units in the Project, and (ii) each such dwelling unit shall have been placed in service.

"State" means the Commonwealth of Virginia.

#### Section 2. Development Services

(a) The Developer has performed certain services related to the acquisition of the Project and shall supervise and be responsible for the development and construction of the Project, and shall perform the services and carry out the responsibilities with respect to the Project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and

responsibilities and are designated from time to time by the Managing Members of the Company (the "Managing Members").

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in the following subparagraphs of this Section 2(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (i) use its best efforts to perform such duty and (ii) promptly notify the Company that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

- (i) Negotiate and assist in the structuring of the acquisition of the site by the Company;
- (ii) Negotiate and cause to be executed in the name and on behalf of the Operating Agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements or tenant improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is to be made shall have been approved by the Company;
- (iii) Assist the Company in dealing with neighborhood groups, local organizations, abutters and other parties interested in the development of the Project;
- (iv) Assist the Company in identifying sources of construction financing for the Project and negotiate the terms of such financing with lenders;
- (v) Establish and implement appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:
  - (A) coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design of the Project;
  - (B) administration of any construction contracts on behalf of the Company;
  - (C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;
  - (D) the rendering of advice and recommendations as to the selection procedures for, and selection of, subcontractors and suppliers;
  - (E) the review and submission to the Company for approval of all requests for payments under any architectural agreement, general contractor's agreement, or any loan agreements with any lending institutions providing funds for the benefit of the Company for the design or construction of any improvements;
  - (F) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;



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

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

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

(J) keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Company;

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

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

(vi) Assist the Company in obtaining access to utilities and required zoning approvals;

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

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

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

(x) Assist the Company in obtaining and maintaining insurance coverage for the Project, the Company during the development phase of the Project, in accordance with an insurance schedule approved by the Company, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the Company;

(xi) During the construction and development period of the Project, comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter called "laws") of all Federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters or Insurance Services Offices having jurisdiction in the county in which the Project is located or any other body exercising functions similar to those of any of the foregoing, or any insurance carriers providing any insurance coverage for the Company or the Project, which may be applicable to the Project or any part thereof. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors to comply with all such applicable laws;

(xii) Prepare, accumulate and furnish to the Managing Members and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will make application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

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

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

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

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

### Section 3. Limitations and Restrictions

Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respects to any of the following matters unless and until the same has been approved by the Managing Members:

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements

contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the Managing Members;

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

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

Section 4. Accounts and Records.

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

(b) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the Managing Members, and shall be available for and subject to audit, inspection and copying by the management agent for the Project, the Managing Members or any representative or auditor therefor or supervisory or regulatory authority, at the times and in the manner set forth in the Amended and Restated Agreement of Operating Agreement of the Company dated as of the date hereof (the "Operating Agreement").

Section 5. Accrual of Development Fee

For its services in connection with the development of the Project and the supervision of the construction of the Project, the Developer shall earn and become entitled to a fee as set forth below (the "Development Fee").

The Development Fee shall be in the amount equal to \$700,000 in the aggregate and shall be deemed to have been earned pro rata as and when the dwelling units in the Project shall have been completed and are placed in service as evidenced by the issuance of an architect's certificate.

Section 6. Payment of Development Fee

The Development Fee shall be paid as nearly as practicable to the date earned utilizing the proceeds of the Capital Contribution payable under the Operating Agreement, Member cash flow and sale or refinancing proceeds, and any other sources available to the company. In no event shall any portion of the Development Fee be paid later than December 31, 2036, at which date the Developer shall have the right to payment as a fully recourse obligation of the Company and the Managing Member.

Section 7. Applicable Law

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

Section 8. Binding Agreement

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns and supersedes any prior agreement for the development of the Project between the parties.

Section 9. Assignment

Developer shall not assign its obligations hereunder, in whole or in part, without the prior written consent of the Company. Developer may, in its discretion, enter into agreements with third parties with respect to the performance of the services to be provided by the Developer hereunder so long as Developer remains primarily liable for the performance of such services. No such agreement nor any permitted assignment hereunder shall relieve Developer of any of its obligations hereunder or under applicable law.

Section 10. Headings

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

Section 11. Terminology

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 12. Benefit of Agreement

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

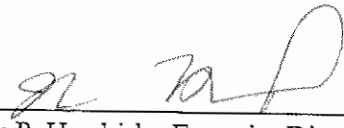
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IN WITNESS WHEREOF, the parties have caused this Development Services Agreement to be duly executed on the date first written above.

COMPANY

BIRCH ISLAND APARTMENTS PCDC LLC


By: Birch Island Apartments PCDC MM LLC, a Virginia limited liability company, its Sole Member and Manager  
By: Petersburg Community Development Corporation, Inc., its Sole Member and Manager

By:   
James R. Hendricks, Executive Director

DEVELOPER

PCDC DEVELOPER LLC, a Virginia limited liability company

By: Petersburg Community Development Corporation, Inc., a Virginia non-stock corporation, its Managing Member

By:   
James R. Hendricks, Executive Director

Birch Island Apartments PCDC LLC

Managing Member

0.01%

99.99%

Limited Partner

Birch Island Apartments PCDC  
MM LLC  
*Sole Member and Manager*

Private Corporate Investment Limited Partner

Petersburg Community  
Development Corporation, Inc.  
*Sole Member and Manager*

James Hendricks, Executive Director

B

Virginia State Corporation  
Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, January 15, 2021

This is to certify that the certificate of organization of

### **Birch Island Apartments PCDC 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 15, 2021



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission



**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

AT RICHMOND, JANUARY 15, 2021

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

**Birch Island Apartments PCDC LLC**

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

**CERTIFICATE OF ORGANIZATION**

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective January 15, 2021.

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

STATE CORPORATION COMMISSION

By

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

Jehmal T. Hudson  
Commissioner

C

Principal's Previous  
Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name: Birch Island Apartments  
Name of Applicant (entity): Birch Island Apartments PCDC LLC  
Birch Island Apartments PCDC MM LLC, its Sole Member and Manager

I hereby certify that:

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

**Previous Participation Certification, cont'd**

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

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

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

  
\_\_\_\_\_  
Signature

**James Hendricks**  
\_\_\_\_\_

Printed Name

**3/12/2021**  
\_\_\_\_\_

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

D

# List of LIHTC Developments

(Schedule A)  
**(MANDATORY)**

# List of LIHTC Developments (Schedule A)



Development Name: Birch Island Apartments  
 Name of Applicant: Birch Island Apartments PCDC LLC  
Birch Island Apartments PCDC MM LLC, its Sole Member and Manager

**INSTRUCTIONS:**

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

Petersburg Community Development Corporation, Inc. Controlling GP (CGP) or 'Named' Managing Member of Y  
 Principal's Name: Proposed property?\* Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
1	Surry Village Spring Grove, VA	Surry Village I LP 804-420-6458	Y(100% GP)	48	48	2007	2008	N
2	Henry Williams Townhomes Petersburg, VA	Owens Court LP 804-420-6458	N (51% GP)	42	42	2012	2013	N
3	American Tobacco Lofts Richmond, VA	American Tobacco Holdings LLC 804-420-6458	N ( 10% GP)	134	134	2018	2018	N
4	Petersburg Artist Space Petersburg, VA	110 South Perry LLC 804-420-6458	N (10% GP)	226	226	2018	2018	N
5	School House - Springford Port Deposit & Elkton, MD	Spring School Preservation LP 804-420-6458	N (40% GP)	69	69	2020	TBD	N
6	Pinecrest Apartments Bedford, VA	Pinecrest Preservation LLC 804-420-6458	N (10% GP)	64	64	TBD	TBD	N
7	Carrolltowne Village Eldersburg, MD	Carrolltowne Village Preservation LP 804-420-6458	N (40% GP)	40	40	2020	TBD	N
8	Brookmeadow Chestertown, MD	Brookmeadow Preservation LP 804-420-6458	N (40% GP)	34	34	TBD	TBD	N
9	Kilmarnock Village Apartments Kilmarnock, VA	Kilmarnock Village Apartments LP 804-420-6458	N (10% GP)	24	24	TBD	TBD	N
10	The Coile Apartments Newport News, VA	311 33rd Street LLC 804-420-6458	N (10% GP)	62	62	TBD	TBD	N
11	Magnolia Place Apartments Blackstone, VA	Magnolia Apartments TM LLC 804-420-6458	N (10% GP)	56	56	TBD	TBD	N
12	Diamond Court II Apartments Harrington, DE	Diamond Court II Preservation, LP 804-420-6458	N (49% GP)	32	32	TBD	TBD	N
13	1550 First Street, SW Washington, DC	TM DBT LP 804-420-6458	N (0.0021% LP)	76	76	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
 TOTAL: 907 907 100% LIHTC as % of Total Units

**HISTORY  
OF  
PETERSBURG COMMUNITY DEVELOPMENT CORPORATION, INC. ("PCDC")**

PCDC is a Virginia non-profit corporation organized in November, 1989. Historically, its purposes included developing and owning housing that is affordable to low and moderate income individuals residing anywhere in the United States. PCDC is designated as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. PCDC's primary sources of funding since 2008 have been CDBG grants from the City of Petersburg (the "City" or "Petersburg"), The Cameron Foundation ("Cameron"), the Virginia Department of Housing and Community Development ("DHCD"), contract work performed for the City, and private donations.

In its early years, PCDC acquired single family residences through donation to PCDC and then proceeded to renovate the buildings using home improvement loans from local banks; the homes were sold to low and moderate-income persons. Most purchasers of the homes were first-time homeowners. In all, 19 single family houses were purchased and renovated by PCDC by 2004.

The second phase of PCDC's history began when PCDC was approached by the Petersburg Redevelopment and Housing Authority ("PRHA") in 2005 about having PCDC apply for certification as a CHDO through DHCD. PRHA was interested in sponsoring a non-profit corporation that could become certified as a CHDO for the purpose of developing affordable housing in the Petersburg, Virginia metropolitan area, and using HOME funds for staffing expenses and project-specific "hard costs." In order to be certified as a CHDO, PCDC had to reorganize as a non-member organization and restructure its Board of Directors. PCDC received that certification in September, 2007. The administration of the City of Petersburg has supported the activities of PCDC since its organization, and PCDC has received positive news coverage of its successes.

PRHA desired for PCDC to assume a leadership role in the Petersburg community by making affordable housing available to persons in need and who had been underserved by State, Federal and local agencies. Among the goals of PCDC has been to work with the City administration to map out a strategy for filling the void left by HUD's inability to fund the development of new housing and rehab aging housing stock.

The first major initiative in the "new era" was the development of single-family detached homes on Van Buren Street in Petersburg, across from the Cedar Lawn Townhouses. This development, known as "Van Buren Estates," was begun by constructing two model homes, both of which were sold in 2009. Due to differences between PCDC and PRHA regarding the target costs of affordable housing, PCDC assigned its development rights in Van Buren Estates to PRHA, and thereafter focused its efforts on other projects more in keeping with its mission.

PCDC's second major project was the Henry Williams Townhomes (formerly known as "Owens Court"), 42 townhomes for rent constructed on a Gillfield redevelopment site at the intersection of Lee Avenue and South South Street in Petersburg. The project development costs were over \$10 million. With funding by Cameron and with assistance by PCDC's co-development partner, T.M. Associates, PCDC was able to purchase the site from the City, obtain rezoning, the project was designed, a market study completed, a low-income housing tax credit ("LIHTC") application submitted to the Virginia Housing Development Authority ("VHDA"), and an Affordable Housing Production Program ("AHPP") application was submitted to DHCD. The Henry Williams project received a reservation of LIHTC from VHDA worth over \$6,836,000 when syndicated. Boston Capital purchased the LIHTC. The LIHTC application to VHDA for the Henry Williams Townhomes was ranked first in the Richmond region pool by VHDA in the 2010 round. This project also received an AHPP grant from DHCD in the amount of \$417,000 for a portion of the permanent mortgage and a \$50,000 grant for PCDC operating funds. Groundbreaking occurred in June, 2011 and the townhomes were completed in November, 2012. Today, occupancy remains near 100%.



PCDC has participated in the revitalization of the Halifax-Harding Revitalization Area containing approximately 900 homes, vacant lots and businesses generally in the vicinity of Halifax and Harding Streets in Petersburg (the "Halifax Project"). Non-profit organizations such as Better Housing Coalition, Restoration of Petersburg CDC, Virginia LISC and Triangle Center for Development, Inc. have collaborated with PCDC under the name of the "Halifax Partnership" to effect substantial changes in this targeted neighborhood.

PCDC's redevelopment activities in this targeted area are aligned with the City's Comprehensive Plan which states that "a complete redevelopment plan should be created" in the Halifax community. The Halifax Project was supported by City Council in 2010-2011 with a planning grant of \$25,000 for a study, and again in 2011-2012 with a grant of \$75,000 for preparation of a redevelopment plan. A draft Redevelopment Plan was presented to the City Planning Department and the PRHA Board in August, 2013, but no action was ever taken by City Council. While the Halifax Project has been declared to be one of the City's priorities for redevelopment, the lack of City capital improvement funds to upgrade infrastructure in that area has halted that Project.

During the summer of 2013, Petersburg City Councilman W. Howard Myers contacted PCDC about renovating the abandoned Virginia Avenue Elementary School as a community health and wellness center for the City. The City Administration supported the idea and issued an RFP for a feasibility study for the project. PCDC was selected in December, 2013 by a committee appointed by the City to perform this engagement, and work on the study began in January, 2014. The study was presented to City Council on June 17, 2014 and adopted on July 1, 2014. Subsequently, the City issued an RFP for a developer for this project, with a deadline for submission of proposals of November 12, 2014. PCDC submitted its proposal and was selected as the developer on November 24, 2014.

The redevelopment costs were to be covered largely by federal and state historic tax credits and grants from organizations supporting healthcare and wellness initiatives. The City

committed to lease approximately 40% of the space in the renovated building for its parks and recreation operations, and PCDC received expressions of interest from Bon Secours for a medical clinic and FeedMore for a food pantry in the renovated space. Community Health Alliance, a 501(c)(3) organization active in Richmond and Petersburg, was PCDC's administrative partner responsible for handling all funds and grant administration. Construction was to begin in late spring 2015 with a 12-month construction period, but the City reneged on its obligation to lease space as the anchor tenant and Community Health Alliance subsequently went out of business. As a result, PCDC had to abandon this project.

In the Summer of 2017, the PCDC Board decided to "reinvent" PCDC. The plan going forward would be for PCDC to hold (i) rights of first refusal and purchase options on LIHTC projects that would be exercisable after the end of the LIHTC tax credit compliance period, and (ii) minority equity interests in certain LIHTC projects. Mr. James Hendricks has served as the President of PCDC since 2017. Today, PCDC owns equity interests in 18 affordable apartment projects and rights of first refusal in 8 such projects.

In 2019 PCDC was the development partner and co-General Partner in five developments that successfully received 9% Tax Credit Allocation in Maryland and Virginia. Most notably, the Coile, which received VHDA's Innovation LIHTC allocation.

E

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

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE is made this 22nd day of February 2021, by and between **BIRCH ISLAND LIMITED PARTNERSHIP**, a Virginia limited partnership, (hereinafter referred to as the "Seller") and **BIRCH ISLAND APARTMENTS PCDC LLC**, a Virginia limited liability company, (hereinafter referred to as the "Buyer").

### WITNESSETH:

1. That for and in consideration of the Deposit of One Dollar (\$1.00) paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby agrees to sell to the Buyer, its successors and assigns, and the Buyer agrees to purchase from the Seller the real property in **Wakefield, Sussex County, Virginia**, which is known as **Birch Island Apartments**, together with all easements, rights, and appurtenances attached thereto and all improvements thereon (all of which is hereinafter referred to as the "Real Estate"), for a purchase price of **One Million Eight Hundred Forty-Eight Thousand Four Hundred Ninety-Six Dollars (\$1,848,496.00)** (the "Purchase Price").
2. The Seller hereby represents and warrants to the Buyer that its title to the Real Estate is good, merchantable and marketable fee simple title, free and clear of all liens and encumbrances, except the lien of a first mortgage to Farmers Home Administration and any easements of record which do not adversely effect the use of the property for residential purposes.
3. Buyer will assume and agrees to pay all assessments becoming a lien after the date of the closing hereunder. The Seller shall not receive a credit for the real estate taxes assessed during the taxable year in which the Closing occurs.
4. In the event of any condemnation of the Real Estate or any part thereof prior to closing, Buyer may elect either to terminate this Agreement, or to purchase the remainder of the Real Estate with a pro rata reduction in the purchase price.
5. The closing of the purchase and sale of the Real Estate shall occur at the office of the closing attorney or Title Company designated by the Buyer on or before **December 31, 2022**. At closing, the Buyer shall pay the Purchase Price to the Seller.
6. At the closing, Seller shall execute, acknowledge and deliver to Buyer, or its nominee, successor, or assignee, a general warranty deed in form satisfactory and acceptable to Buyer's counsel, with full English Covenants of title, conveying the Real Estate to the Buyer, its nominee, successor or assignee, free and clear of all liens, encumbrances, title defects and exceptions and rights of others except the lien of a first mortgage to the Farmers Home Administration and any easements of record which do not adversely effect the use of the property for residential purposes. The cost of any

documentary, transfer and exercise taxes imposed upon the conveyance, other than the Grantor's Tax, shall be paid by the Buyer. The Seller shall pay the Grantor's Tax. Possession of the Real Estate shall be delivered to Buyer at closing in the same condition as it now is in, ordinary wear and tear only expected. In addition, the Seller shall deliver to the Buyer all cash in all accounts of the Seller, including the operating account, escrow accounts, reserve accounts and tenant security accounts. The Seller shall also deliver to the Buyer all records and files of the Seller relating to or in any way pertaining to the Real Estate and the apartment project situated thereon which are in the possession of or under the control of the Seller or the managing agent employed by the Seller.

7. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and assigns.

8. If the Seller fails to perform its obligations hereunder, Buyer shall be entitled to its remedies at law and to enforce this Agreement by an action for specific performance. If the Buyer fails to perform its obligations hereunder, the Seller shall retain the Deposit as its sole and exclusive remedy.

9. No delay, forbearance or neglect by the Buyer in the enforcement of any of the conditions of this Agreement or any of Buyer's rights or remedies hereunder shall constitute or be construed as a waiver thereof. No waiver of any of the conditions of this agreement by Buyer shall be effective unless expressly and affirmatively made and given by Buyer in writing.

10. Time is of the essence for the performance of each and every covenant contained herein.

11. This instrument contains and constitutes the entire agreement of the parties regarding the subject matter hereof, and there are no other agreements, written or oral between the parties affecting the subject matter hereof. No amendment of this agreement shall be effective unless it is in writing and signed by the parties hereto.

12. This agreement shall be interpreted and enforced according to the laws of the Commonwealth of Virginia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Agreement of Purchase and Sale on the date first above written.

SELLER:

**BIRCH ISLAND LIMITED PARTNERSHIP**

By: Birch Island, LLC, General Partner

By:  (Seal)  
Robert B. Margolis, Member

By: Margolis Family Investments, LLC, Limited Partner

By:  (Seal)  
Robert B. Margolis, Manager

BUYER:

**BIRCH ISLAND APARTMENTS PCDC LLC**

By: Birch Island Apartments PCDC MM LLC, its Sole Member and Manager

By: Petersburg Community Development Corporation, Inc., its Sole Member and Manager

By: \_\_\_\_\_ (Seal)  
James R. Hendricks, Executive Director

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Agreement of Purchase and Sale on the date first above written.

SELLER:

**BIRCH ISLAND LIMITED PARTNERSHIP**

By: Birch Island, LLC, General Partner

By: \_\_\_\_\_ (Seal)  
Robert B. Margolis, Member

By: Margolis Family Investments, LLC, Limited Partner


By: \_\_\_\_\_ (Seal)  
Robert B. Margolis, Manager

BUYER:

**BIRCH ISLAND APARTMENTS PCDC LLC**

By: Birch Island Apartments PCDC MM LLC, its Sole Member and Manager

By: Petersburg Community Development Corporation, Inc., its Sole Member and Manager

By:  \_\_\_\_\_ (Seal)  
James R. Hendricks, Executive Director







# Property Identification Card

Previous

**Property Address**      **Owner Name/Address**  
 10340 BIRCH ISLAND RD    BIRCH ISLAND LIMITED PARTNERSHIP  
    1375 PICCARD DR SUITE 150  
    ROCKVILLE MD 20850

**Map ID:** 61 4 ABC

**Acct No:** 7476-3

**Legal Description:** PT RUNNYMEDE W SIDE RT 31 DB169/310 PB20/49

**Plat Book/Page:** 16 / 152

**Deed Book/Page:** 104 / 730

**Occupancy:** COMMERCIAL

**Dwelling Type:** APARTMENT

**Use/Class:** MULTI-FAM RESIDENTIAL      **Acreage:** 0.000

**Year Assessed:** 2018      **Year Built:** 1984      **Land Use:** 0

**Zoning:**      **Year Remodeled:**      **Total Mineral:**

**District:** 06 WAKEFIELD      **Year Effective:** 1984      **Total Land:** 0

**MH/Type:**      **On Site Date:** 02/06/2017      **Total Improvements:** \$162,000

**Condition:** AVERAGE      **Review Date:**      **Total Value:** \$162,000

Improvement Description		
Exterior	Interior	Site
EXTR-ALUM/VINYL	FLOR-VINYL	STREET-PAVED
FNDT-SLAB	WALL-DRY WALL	TOPO-LEVEL
RFMT-COMP SHGLS		
ROOF-GABLE		

Commercial Valuation								
Cls	Grad	YEff	Description	Str/#	Size	Rate	Pct	Value
002M	C	1984	APARTMENT	2.0	4900	58.00	.43	161994
<b>Total Market Value</b>								161994
<b>Total Property Value</b>								162000

Sec	Type	Str/Ht	Description	Area
A		2.0	N35E70S35W70N35 E70S35W70	4900

Total Square Feet			
	Cur. Value	Prev. Value	%Inc.
Land			
Improvements	162000		
<b>Total</b>	<b>162000</b>		
Average Price Per Acre			
Sale Date/Amount	11/12/1999	1445532	

# Property Identification Card

Previous

**Property Address**      **Owner Name/Address**  
 10340 BIRCH ISLAND RD    BIRCH ISLAND LIMITED PARTNERSHIP  
                                  1375 PICCARD DR SUITE 150  
                                  ROCKVILLE MD 20850

**Map ID:** 61 4 ABC

**Acct No:** 7476-4

**Legal Description:** PT RUNNYMEDE W SIDE RT 31 DB169/310 PB20/49

**Plat Book/Page:** 16 / 152

**Deed Book/Page:** 104 / 730

**Occupancy:** COMMERCIAL

**Dwelling Type:** APARTMENT

**Use/Class:** MULTI-FAM RESIDENTIAL      **Acreage:** 0.000

**Year Assessed:** 2018      **Year Built:** 1984      **Land Use:** 0

**Zoning:**      **Year Remodeled:**      **Total Mineral:**

**District:** 06 WAKEFIELD      **Year Effective:** 1984      **Total Land:** 0

**MH/Type:**      **On Site Date:** 02/06/2017      **Total Improvements:** \$162,000

**Condition:** AVERAGE      **Review Date:**      **Total Value:** \$162,000

Improvement Description		
Exterior	Interior	Site
EXTR-ALUM/VINYL	FLOR-VINYL	STREET-PAVED
FNDT-SLAB	FUEL-ELECTRIC	TOPO-LEVEL
RFMT-COMP SHGLS	WALL-DRY WALL	UTIL-ELECTRIC
ROOF-GABLE		

Commercial Valuation								
Cls	Grad	YEff	Description	Str/#	Size	Rate	Pct	Value
002M	C	1984	APARTMENT	2.0	4900	58.00	.43	161994
<b>Total Market Value</b>								161994
<b>Total Property Value</b>								162000

Sec	Type	Str/Ht	Description	Area
A		2.0	N35E70S35W70N35 E70S35W70	4900
<b>Total Square Feet</b>				
-----				
		<b>Cur. Value</b>	<b>Prev. Value</b>	<b>%Inc.</b>
Land				
Improvements		162000		
Total		162000		
<b>Average Price Per Acre</b>				
<b>Sale Date/Amount</b>		11/12/1999		1445532



# Property Identification Card

Previous

**Property Address**      **Owner Name/Address**  
 10340 BIRCH ISLAND RD    BIRCH ISLAND LIMITED PARTNERSHIP  
    1375 PICCARD DR SUITE 150  
    ROCKVILLE MD 20850

**Map ID:** 61 4 ABC

**Acct No:** 7476-6

**Legal Description:** PT RUNNYMEDE W SIDE RT 31 DB169/310 PB20/49

**Plat Book/Page:** 16 / 152

**Deed Book/Page:** 104 / 730

**Occupancy:** COMMERCIAL

**Dwelling Type:** APARTMENT

**Use/Class:** MULTI-FAM RESIDENTIAL      **Acreage:** 0.000

**Year Assessed:** 2018      **Year Built:** 1984      **Land Use:** 0

**Zoning:**      **Year Remodeled:**      **Total Mineral:**

**District:** 06 WAKEFIELD      **Year Effective:** 1984      **Total Land:** 0

**MH/Type:**      **On Site Date:** 02/06/2017      **Total Improvements:** \$207,300

**Condition:** AVERAGE      **Review Date:**      **Total Value:** \$207,300

Improvement Description		
Exterior	Interior	Site
EXTR-ALUM/VINYL	FLOR-VINYL	STREET-PAVED
FNDT-SLAB	FUEL-ELECTRIC	TOPO-LEVEL
RFMT-COMP SHGLS	WALL-DRY WALL	UTIL-ELECTRIC
ROOF-GABLE		

Commercial Valuation							
Cls	Grad	YEff	Description	Str/#	Size	Rate Pct	Value
002M	C	1984	APARTMENT	2.0	6270	58.00 .43	207286
<b>Total Market Value</b>							207286
<b>Total Property Value</b>							207300

Sec	Type	Str/Ht	Description	Area
A		2.0	N33E95S33W95N33 E95S33W95	6270

Total Square Feet			
	Cur. Value	Prev. Value	%Inc.
Land			
Improvements	207300		
<b>Total</b>	<b>207300</b>		
Average Price Per Acre			
Sale Date/Amount	11/12/1999	1445532	



## Legal Description

**First:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 3.044766 Acres (132,630.003 Sq. Ft.), known and designated as Parcel "A" as shown on plat of survey entitled, "CORRECTED SUBDIVISION OF PROPERTY OWNED BY PINE STREET VILLAGE ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP, WAKEFIELD MAGISTERIAL DISTRICT, SUSSEX COUNTY, Virginia," dated May 15, 1984, made by Hassell & Folkes, P.C., Surveyors & Engineers, Portsmouth, Virginia, of record in the Clerk's office of the Circuit Court for the County of Sussex, Virginia, in Plat Book \_\_\_\_\_, page \_\_\_\_\_, to which reference is here made, and which property is more particularly described as follows:

Beginning at a point on Route No. 31, which point of beginning lies N 17° 03' 21" E a distance of 500.00 feet, more or less, from the intersection of Route No. 31 and Route No. 617, as shown on said plat, and from the point of beginning thus established, running thence N 63° 46' 48" W a distance of 281.08 feet to a point; running thence N 19° 38' 51" W a distance of 292.18 feet to a point; running thence N 43° 36' 50" E a distance of 100.00 feet to a point; running thence N 46° 23' 10" W a distance of 99.36 feet to a point; running thence S 72° 56' 39" E a distance of 133.85 feet to a point; running thence N 70° 21' 09" E a distance of 81.07 feet to a point; running thence S 19° 38' 51" E a distance of 170.06 feet to a point; running thence S 72° 56' 39" E a distance of 175.80 feet to a point; running thence along the arc of a curve to the left having a radius of 20.00 feet, a tangent of 20.00 feet, and an arc length of 31.42 feet to a point; running thence S 17° 03' 21" W along Route No. 31 a distance of 345.00 feet to a point, the point or place of beginning.

**Second:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 0.2281 Acres (9936.00 Sq. Ft.), known and designated as Parcel "B" as shown on plat of survey hereinabove referred to and to which plat reference is here made, which property is more particularly described as follows:

Beginning at the common point which marks the southwesterly corner of Parcel "A" hereinabove described and the southeasterly corner of Parcel "B" hereinafter described, as shown on said plat, and from the point of beginning thus established, running thence N 46° 23' 10" W a distance of 99.36 feet to a point; running thence N 43° 36' 50" E a distance of 100.00 feet to a point; running thence S 46° 23' 10" E a distance of 99.36 feet to a point; running thence S 43° 36' 50" W a distance of 100.00 feet to a point, the point or place of beginning.

The parcel herein conveyed and described as Parcel "B" is conveyed to the grantee herein for purposes of well and water production only, and grantee herein, by acceptance of this deed, does covenant and agree that its use shall be for such purpose.

**Third:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 0.2454 Acres (10,687.6343 Sq. Ft.), known and designated as Parcel "C" on plat of survey hereinabove referred to and to which plat reference is here made, which property is more particularly described as follows:

Beginning at the common point which marks the southwesterly corner of Parcel "B" hereinabove described, and the southeasterly corner of Parcel "C" hereinafter described, as shown on said plat, and from the point of beginning thus established, running thence N 89° 10' 34" W a distance of 88.83 feet to a point; running thence N 17° 03' 21" E a distance of 114.28 feet to a point; running thence S 72° 56' 39" E a distance of 130.00 feet to a point; running thence S 43° 36' 50" W a distance of 100.00 feet to a point, the place or point of beginning.

F

Third-Party RESNET  
Rater Certification  
(MANDATORY)





Appendix F
RESNET Rater Certification of Development Plans

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

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

In addition provide HERS rating documentation as specified in the manual

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 VHDA.

X 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 VHDA 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 VHDA 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 VHDA.

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

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

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

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

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

Signed: [Signature] \_\_\_\_\_

Date: 3/12/21 \_\_\_\_\_

Printed Name: Stacey Smith \_\_\_\_\_

RESNET Rater

Resnet Provider Agency
Viridian \_\_\_\_\_

Signature [Signature] \_\_\_\_\_

Provider Contact and Phone/Email

Sean Evensen-Shanley (804)212-1934 /sean.shanley@viridian.org \_\_\_\_\_



viridiant

**Project Name:** Birch Island 1  
**Construction Type:** Renovation  
**Energy Efficiency Path:** HERS 80 or better

Unit Type	Quantity	HERS
1bd bottom	8	63
1bd top floor	8	58
2bd bottom	12	65
2bd top	12	58
3bd bottom	4	63
3bd top	4	58
<b>Projected Project HERS - Weighted Average</b>		<b>61</b>

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: 7dBdMvR2

### HERS® Index Score:

# 63

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

### Annual Savings

# \$471

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

ENERGY STAR v3.1

2006 International Energy Conservation Code

### Rating Completed by:

**Energy Rater:** Bill Riggs

RESNET ID: 3259518

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

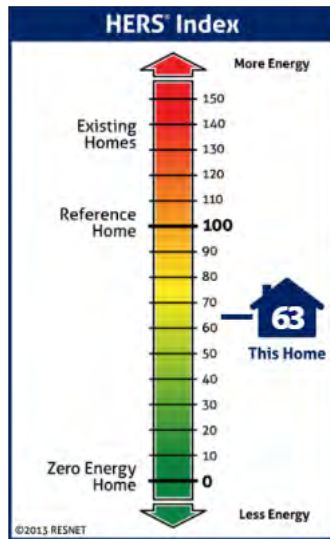
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Bill Riggs, Certified Energy Rater

Digitally signed: 3/12/21 at 4:01 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1 BR Top Floor
Community:	Birch Island Apartments
Conditioned Floor Area:	612 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	9 ACH50
Ventilation:	35 CFM • 17 Watts
Duct Leakage to Outside:	30.6 CFM @ 25Pa (5 / 100 s.f.)
Above Grade Walls:	R-18
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: gdEV4XDv

### 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

# \$510

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

ENERGY STAR v3.1

2006 International Energy Conservation Code

### Rating Completed by:

**Energy Rater:** Bill Riggs

RESNET ID: 3259518

**Rating Company:** Viridiant

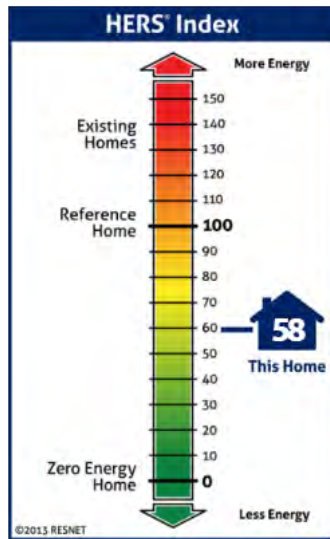
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Bill Riggs, Certified Energy Rater  
Digitally signed: 3/12/21 at 4:01 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1 BR Top Floor
Community:	Birch Island Apartments
Conditioned Floor Area:	612 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	9 ACH50
Ventilation:	35 CFM • 17 Watts
Duct Leakage to Outside:	30.6 CFM @ 25Pa (5 / 100 s.f.)
Above Grade Walls:	R-18
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: M28D16R2

### HERS® Index Score:

# 65

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

# \$556

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

2006 International Energy Conservation Code

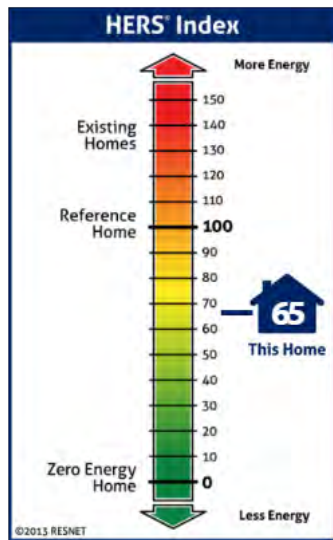
### Rating Completed by:

**Energy Rater:** Bill Riggs  
RESNET ID: 3259518

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

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

  
Bill Riggs, Certified Energy Rater  
Digitally signed: 3/12/21 at 4:01 PM



### Home Feature Summary:

Home Type: Apartment, end unit  
Model: 2 BR Top Floor  
Community: Birch Island Apartments  
Conditioned Floor Area: 798 ft<sup>2</sup>  
Number of Bedrooms: 2  
Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF  
Primary Cooling System: Air Source Heat Pump • Electric • 17 SEER  
Primary Water Heating: Water Heater • Electric • 0.95 Energy Factor  
House Tightness: 9 ACH50  
Ventilation: 35 CFM • 17 Watts  
Duct Leakage to Outside: 8 CFM25 / 100 ft<sup>2</sup>  
Above Grade Walls: R-18  
Ceiling: Adiabatic, R-0  
Window Type: U-Value: 0.32, SHGC: 0.27  
Foundation Walls: N/A



# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: ILX6kr0v

### 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

# \$613

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

ENERGY STAR v3.1

2006 International Energy Conservation Code

### Rating Completed by:

**Energy Rater:** Bill Riggs

RESNET ID: 3259518

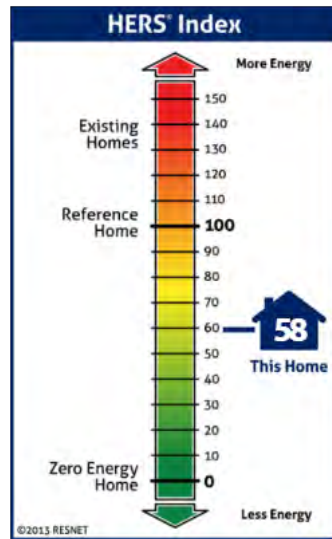
**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

  
Bill Riggs, Certified Energy Rater  
Digitally signed: 3/12/21 at 4:01 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR Top Floor
Community:	Birch Island Apartments
Conditioned Floor Area:	798 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	9 ACH50
Ventilation:	35 CFM • 17 Watts
Duct Leakage to Outside:	5 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-18
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: wdkAe9y2

### HERS® Index Score:

# 63

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

### Annual Savings

# \$680

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

ENERGY STAR v3.1

2006 International Energy Conservation Code

### Rating Completed by:

**Energy Rater:** Bill Riggs

RESNET ID: 3259518

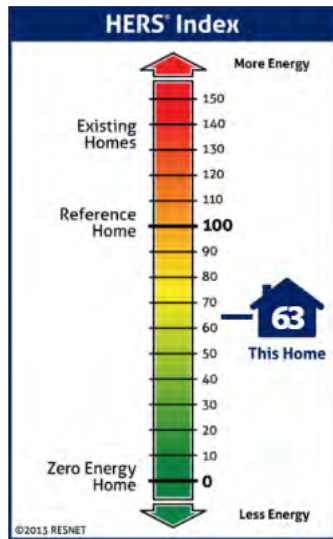
**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

  
Bill Riggs, Certified Energy Rater  
Digitally signed: 3/12/21 at 4:01 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR Top Floor
Community:	Birch Island Apartments
Conditioned Floor Area:	1,065 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	9 ACH50
Ventilation:	35 CFM • 17 Watts
Duct Leakage to Outside:	5 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-18
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: q2Ro3QYL

### 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

# \$741

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

ENERGY STAR v3.1

2006 International Energy Conservation Code

### Rating Completed by:

**Energy Rater:** Bill Riggs

RESNET ID: 3259518

**Rating Company:** Viridiant

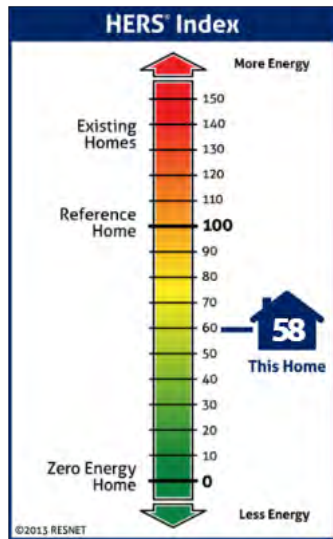
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Bill Riggs, Certified Energy Rater  
Digitally signed: 3/12/21 at 4:01 PM



### Home Feature Summary:

Home Type: Apartment, end unit  
Model: 2 BR Top Floor  
Community: Birch Island Apartments  
Conditioned Floor Area: 1,065 ft<sup>2</sup>  
Number of Bedrooms: 3  
Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF  
Primary Cooling System: Air Source Heat Pump • Electric • 17 SEER  
Primary Water Heating: Water Heater • Electric • 0.95 Energy Factor  
House Tightness: 9 ACH50  
Ventilation: 35 CFM • 17 Watts  
Duct Leakage to Outside: 5 CFM25 / 100 ft<sup>2</sup>  
Above Grade Walls: R-18  
Ceiling: Attic, R-49  
Window Type: U-Value: 0.32, SHGC: 0.27  
Foundation Walls: N/A



G

Zoning Certification Letter  
(MANDATORY)

DEPARTMENT OF PLANNING  
Beverly Walkup, Director of Planning  
Phone (434) 246-1043  
Fax (434) 246-2175



COUNTY OF SUSSEX, VIRGINIA  
P. O. BOX 1397 ~ 20135 PRINCETON ROAD  
SUSSEX, VIRGINIA 23884-0397  
www.sussexcountyva.gov

DATE: 2/16/2021

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

RE: ZONING CERTIFICATION

Name of Development: Birch Island Apartments

Name of Owner/Applicant: Birch Island Apartments PCDC LLC

Name of Seller/Current Owner: Birch Island LP

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 credits available under VHDA's Qualified Allocation Plan.

**DEVELOPMENT DESCRIPTION:**

Development Address: 10322 Penny Lane  
Wakefield, VA 23888

Legal Description: See attached.

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____	# Units	_____	# Buildings	_____	Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	_____	# Units	_____	# Buildings	_____	Approx. Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Rehabilitation:	<u>48</u>	# Units	<u>7</u>	# Buildings	<u>38,168</u>	Approx. Total Floor Area Sq. Ft.

## Zoning Certification, cont'd

Current Zoning: A-1 allowing a density of .5 units per acre, and the following other applicable conditions: Density in A-1 shall not be more than (1) unit per lot or parcel of land. A minimum of 2 acres is required for a new lot in the A-1 zone.

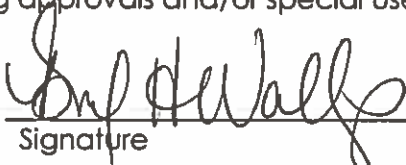
### Other Descriptive Information:

Multi-family development is not permitted in the A-1 zone. The current Multi-family use is a legal non-conforming use in existence prior to adoption of zoning.

### LOCAL CERTIFICATION:

Check one of the following as appropriate:

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



Signature

Beverly H. Walkup

Printed Name

Zoning Administrator

Title of Local Official or Civil Engineer

434-246-1043

Phone:

2/16/2021

Date:

### NOTES TO LOCALITY:

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

## Legal Description

**First:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 3.044766 Acres (132,630.003 Sq. Ft.), known and designated as Parcel "A" as shown on plat of survey entitled, "CORRECTED SUBDIVISION OF PROPERTY OWNED BY PINE STREET VILLAGE ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP, WAKEFIELD MAGISTERIAL DISTRICT, SUSSEX COUNTY, Virginia," dated May 15, 1984, made by Hassell & Folkes, P.C., Surveyors & Engineers, Portsmouth, Virginia, of record in the Clerk's office of the Circuit Court for the County of Sussex, Virginia, in Plat Book \_\_\_\_\_, page \_\_\_\_\_, to which reference is here made, and which property is more particularly described as follows:

Beginning at a point on Route No. 31, which point of beginning lies N 17° 03' 21" E a distance of 500.00 feet, more or less, from the intersection of Route No. 31 and Route No. 617, as shown on said plat, and from the point of beginning thus established, running thence N 63° 46' 48" W a distance of 281.08 feet to a point; running thence N 19° 38' 51" W a distance of 292.18 feet to a point; running thence N 43° 36' 50" E a distance of 100.00 feet to a point; running thence N 46° 23' 10" W a distance of 99.36 feet to a point; running thence S 72° 56' 39" E a distance of 133.85 feet to a point; running thence N 70° 21' 09" E a distance of 81.07 feet to a point; running thence S 19° 38' 51" E a distance of 170.06 feet to a point; running thence S 72° 56' 39" E a distance of 175.80 feet to a point; running thence along the arc of a curve to the left having a radius of 20.00 feet, a tangent of 20.00 feet, and an arc length of 31.42 feet to a point; running thence S 17° 03' 21" W along Route No. 31 a distance of 345.00 feet to a point, the point or place of beginning.

**Second:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 0.2281 Acres (9936.00 Sq. Ft.), known and designated as Parcel "B" as shown on plat of survey hereinabove referred to and to which plat reference is here made, which property is more particularly described as follows:

Beginning at the common point which marks the southwesterly corner of Parcel "A" hereinabove described and the southeasterly corner of Parcel "B" hereinafter described, as shown on said plat, and from the point of beginning thus established, running thence N 46° 23' 10" W a distance of 99.36 feet to a point; running thence N 43° 36' 50" E a distance of 100.00 feet to a point; running thence S 46° 23' 10" E a distance of 99.36 feet to a point; running thence S 43° 36' 50" W a distance of 100.00 feet to a point, the point or place of beginning.

The parcel herein conveyed and described as Parcel "B" is conveyed to the grantee herein for purposes of well and water production only, and grantee herein, by acceptance of this deed, does covenant and agree that its use shall be for such purpose.

**Third:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 0.2454 Acres (10,687.6343 Sq. Ft.), known and designated as Parcel "C" on plat of survey hereinabove referred to and to which plat reference is here made, which property is more particularly described as follows:

Beginning at the common point which marks the southwesterly corner of Parcel "B" hereinabove described, and the southeasterly corner of Parcel "C" hereinafter described, as shown on said plat, and from the point of beginning thus established, running thence N 89° 10' 34" W a distance of 88.83 feet to a point; running thence N 17° 03' 21" E a distance of 114.28 feet to a point; running thence S 72° 56' 39" E a distance of 130.00 feet to a point; running thence S 43° 36' 50" W a distance of 100.00 feet to a point, the place or point of beginning.

H

Attorney's Opinion  
(MANDATORY)

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

March 17, 2021

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220

RE: 2021 Tax Credit Reservation Request

Name of Development: Birch Island Apartments  
Name of Owner: Birch Island Apartments PCDC LLC

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 17, 2021 (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. 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 exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

# WILLIAMS MULLEN

March 17, 2021  
Page 2

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.

8. It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.

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

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

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

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

WILLIAMS MULLEN, A Professional Corporation



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

Allison T. Domson

Its: Shareholder

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

March 17, 2021

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220

RE: 2021 Tax Credit Reservation Request

Name of Development: Birch Island Apartments

Name of Owner: Birch Island Apartments PCDC LLC

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 17, 2021 (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. 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~~ exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.



March 17, 2021  
Page 2

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.

8. It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.

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

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

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

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

WILLIAMS MULLEN, A Professional Corporation



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

Allison T. Domson

Its: Shareholder

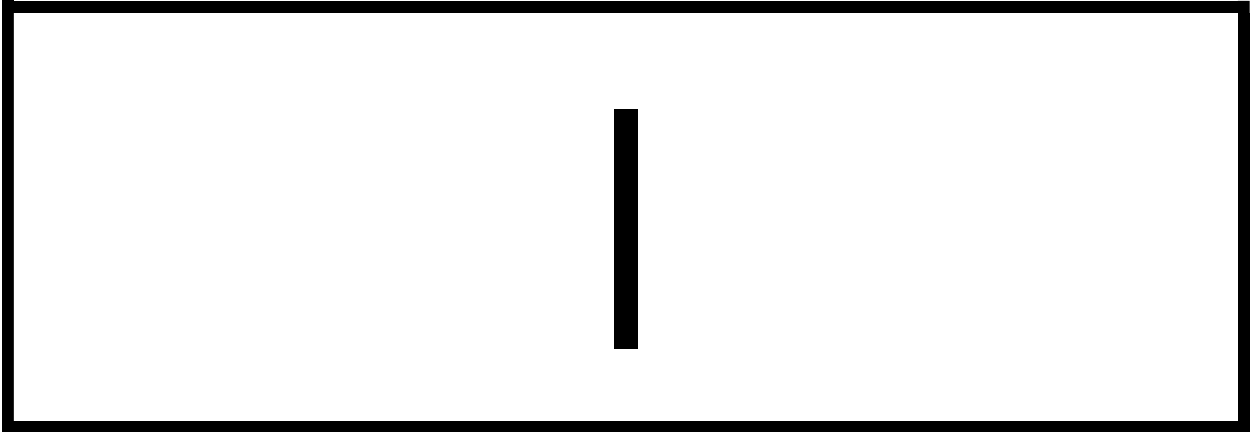
Document comparison by Workshare 10.0 on Wednesday, March 17, 2021  
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Document 2 ID	iManage://WM-IW-APP.WILLIAMSMULLEN.COM/IWOVRIC/44769349/2
Description	#44769349v2<IWOVRIC> - Birch Island - 2021 Reservation Opinion
Rendering set	Standard

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Format changed	0

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# Nonprofit Questionnaire

(MANDATORY for points or pool)



# Non-profit 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 non-profit pool established under the Plan and assigning points for participation of a non-profit 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

- Name of development: Birch Island Apartments
- Name of owner/applicant: Birch Island Apartments PCDC LLC
- Name of non-profit entity: Petersburg Community Development Corporation, Inc.
- Address of principal place of business of non-profit entity:  
555 S South St, Petersburg, Virginia 23803
- Tax exempt status:       501 (c) (3)       501 (c) (4)       501 (a)
- Date of legal formation of non-profit (must be prior to application deadline); 11/21/1989  
evidenced by the following documentation:  
November 21, 1989, as evidenced by the certificate of incorporation issued by the VA State Corporation Commission included in this tab.
- Date of IRS 501 (c) (3) or 501 (c) (4) determination letter (must be prior to application deadline and copy must be attached):  
August 1990
- Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):  
The development, acquisition, and rehab of real property to be sold or otherwise transferred to low and moderate income individuals.
- How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?  
0      How many part time, paid staff members? 1

Describe the duties of all staff members:

The president serves as the executive director. PCDC has recently hired a consultant with expertise in the development of affordable housing and the LIHTC application process. The PCDC board are all volunteers and are not paid for their services.

## Non-profit Questionnaire, cont'd

- Does the non-profit share staff with any other entity besides a related non-profit described above?

Yes  No If yes, explain in detail: \_\_\_\_\_

\_\_\_\_\_

- What are the sources and manner of funding of the non-profit? (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

Private donations, grants, development fee and cash distributions from properties where PCDC serves as a partner.

\_\_\_\_\_

\_\_\_\_\_

- List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:

See attached list.

\_\_\_\_\_

\_\_\_\_\_

## 2. Non-profit Formation

- If this is your first Non-profit Questionnaire in Virginia please explain in detail the genesis of the formation of the non-profit; otherwise please skip this question:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Is the non-profit, 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:

PCDC was rescued in 2004 by Petersburg Redvelopment and Housing Authority when it was inactive. PCDC and the Petersburg Housing Authority pursued projects jointly for five years, and they "divorced" in 2009 over their differences about what constitutes affordable housing. PCDC elects it's own board and has no affiliation with any for profit entity, any housing authority, or any other non-profit today.

- 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 non-profit?

Yes  No If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Yes  No If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

## Non-profit Questionnaire, cont'd

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

Yes  No, If yes, explain: \_\_\_\_\_

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

Yes  No

- Explain any experience you are seeking to claim as a related or subsidiary non-profit.

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### 3. Non-profit Involvement

- Is the non-profit 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 non-profit own at least 10% of the general partnership/owning entity?

Yes  No

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

Yes  No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:

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- (i) Will the non-profit be the managing member or managing general partner?

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

Section 4.01 and Schedule 1

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(ii) Will the non-profit be the managing member or own more than 50% of the general partnership interest?  Yes  No

- Will the non-profit 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? Section 13.17

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## Non-profit Questionnaire, cont'd

Recordable agreement attached to the Tax Credit Application as TAB V

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

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- Is the non-profit 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 non-profit's proposed involvement in the construction or rehabilitation of the Development:

The PCDC has hired an outside consultant to oversee and guide it through the entire process. PCDC as manager will sign all documents.

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- (ii) Describe the nature and extent of the non-profit'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): PCDC will hire a property management company for day to day operations and tax credit compliance.

PCDC will review Quarterly and Annual financial statements from the property management company at Board Meetings.

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- (iii) Will the non-profit 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:
- 
- 
- 

- If this is a joint venture, (i.e. the non-profit 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.

N/A.

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- 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.

TM Associates Development Inc., a Maryland Corporation, has been selected by PCDC to assist in providing real estate development and financing services to the project. TM Associates Development, Inc. will provide services as outlined in the consulting agreement.

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Additionally, TM Associates Management, an affiliate of TMAD, is the current property management company and PCDC intends to retain their services.

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- Will the non-profit 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.

Under the consulting services agreement, TM Associates Development Inc. will be paid a developers fee of approximately \$490,000.00.

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## Non-profit Questionnaire, cont'd

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- Will any portion of the developer's fee which the non-profit 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.

Yes, please see attached consulting agreement.

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- Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?  
 Yes  No If yes, explain:

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- Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity?  
 Yes  No If yes, explain:

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

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# Non-profit Questionnaire, cont'd

## 4. Virginia and Community Activity

- Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia?  Yes  No

- Define the non-profit's geographic target area or population to be served:  
Low and moderate income individuals in the United States. PCDC currently owns an interest in properties in PA, MD, DE, and VA, and is currently pursuing additional opportunities in these states and others.

- Does the non-profit or, if applicable, related non-profit 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:

PCDC has participated in local activism in the broader MSA. Having originally been formed for the purpose of creating affordable housing in Petersburg. PCDC has participated in the housing industry in the surrounding areas as it aligns with our mission.

- Does the non-profit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the non-profit on design, location of sites, development and management of affordable housing?  Yes  No If yes, explain:  
No, but PCDC has conducted focus groups and feasibility studies in the affected communities to solicit input from prospective tenants and users of the facilities being proposed.

- Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?  
 Yes  No

- Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?  
 Yes  No If yes, explain:  
PCDC assisted in obtaining local support for the community's redevelopment.

- Has the non-profit 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 general discussion points:

- 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

## Non-profit Questionnaire, cont'd

- 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
  
- 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:  
Annual meetings to elect board members, officers, quarterly Board meetings, and special Board meetings where needed to approve participation by PCDC in proposed development projects.
  
- Has the non-profit 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  
\*\*CHDO status has since expired\*\*
  
- Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  Yes  No If yes, explain in detail:  
PCDC received a CHDO operating assistance grant of \$50,000 in 2010-2011 from DHCD.
  
- Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area?  Yes  No If yes, explain:  


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- Has the non-profit 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 non-profit'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).  
See attached PCDC ownership list.  


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- Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  Yes  No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).  


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- To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  Yes  No  
Yes. Birch Island I received an Allocation of 9% tax credits in 1999.
  
- Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?  Yes  No If yes, explain the need identified:  


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**Non-profit Questionnaire, cont'd**

**5. Attachments**

Documentation of any of the above need not be submitted unless requested by VHDA

The undersigned Owner and non-profit 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 non-profit participation contained in the Plan or Section 42 of the Internal Revenue Code.

3/17/2021

Date

Birch Island Apartments PCDC LLC

  
\_\_\_\_\_

Owner/Applicant

By: Birch Island Apartments PCDC MM LLC, its sole Member & Manager

Its: James Hendricks, Executive Director, Petersburg Community  
Development Corporation, Inc., its sole Member & Manager

Title

Petersburg Community Development Corporation, Inc.

Non-profit

3/17/2021

Date

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

Board Chairman & Executive Director

**Petersburg Community Development Corporation, Inc.**

<b><u>Board of Directors</u></b>	<b><u>Occupation</u></b>	<b><u>Years of Service as a Board Member</u></b>
James R. Hendricks, Chair 105 Ayr Hill Avenue NE Vienna, VA 22180 <a href="mailto:jrhendricks@gmail.com">jrhendricks@gmail.com</a> (703) 328-8403	Multi-Family Housing Investment Risk Manager for a very large bank; territory is half the U.S.	4 years
Alan Yellowitz 8516 Crestview Drive Fairfax, VA 22031 <a href="mailto:ayellowitz@aol.com">ayellowitz@aol.com</a> (703) 615-5856	Sales and marketing executive for Fortune 500 companies and the Federal government, including engaging senior housing communities with interactive programs benefiting residents.	3 years
Jamie R. O'Connor 1014 North Lakewood Drive Ridgely, WV 26753 <a href="mailto:jroconnor16@gmail.com">jroconnor16@gmail.com</a> (240) 731-4855	Community health nurse focused on Oncology and Covid patients in skilled nursing facilities.	3 years
Beth C. Silverman 800 New Jersey Avenue, SE Apt. 434 Washington, DC 20003 <a href="mailto:bethcsilverman@gmail.com">bethcsilverman@gmail.com</a> (347) 420-4231	Co-founder and COO of Lotus Campaign, a non-profit dedicated to increasing availability of housing for homeless persons; former VP of Urban Land Institute, Washington, D.C.	2 years

**Officers**

James R. Hendricks – President, Secretary, Treasurer, and Executive Director

Alexander C. Graham, Jr. – Assistant Secretary

**Registered Agent**

Alexander C. Graham, Jr.  
Williams Mullen  
200 South 10<sup>th</sup> Street, Suite 1600  
Richmond, VA 23219  
(P.O. Box 1320  
Richmond, VA 23218)

## ***PCDC Application List***

<b><i>Development Name/Location</i></b>	<b><i>Application Year/Result</i></b>	<b><i>Development Status</i></b>	<b><i>Ownership</i></b>	<b><i>Role</i></b>	<b><i>Partners</i></b>	<b><i>General Contractor</i></b>	<b><i>Management Entity</i></b>
Surry Village Spring Grove, VA	2009, awarded	Placed in Service	100% of GP Interest (0.01%)	Non-Profit Member	N/A	Canterbury Construction, Inc. Larry Canterbury	TM Associates Management, Inc. Matt Melnick
Henry Williams Townhomes Petersburg, VA	2010, awarded	Placed in Service	51% of GP Interest (0.0051%)	Non-Profit Member	Robert Margolis of MARG Rural, LLC	Linden Construction Glen Lindengren	TM Associates Management, Inc. Matt Melnick
American Tobacco Lofts Richmond, VA	2017, awarded	Placed in Service	10% of GP Interest (0.001%)	Non-Profit Member	Tom Wilkinson of Maramjen Investments LLC	KBS Contracting Bill Paulette	TBD
Petersburg Artist Space Petersburg, VA	2018, awarded	Placed in Service	10% of GP Interest (0.001%)	Non-Profit Member	Tom Wilkinson of Maramjen Investments LLC	KBS Contracting Bill Paulette	TBD
School House/Springford Port Deposit & Elkton, MD	2018, awarded	Placed in Service	40% of GP Interest (0.004%)	Non-Profit Member	Tom Ayd & David Layfield of Greenstreet Housing	Ingerman Construction Brad Ingerman	TM Associates Management, Inc. Matt Melnick
Carrolltowne Village Eldersburg, MD	2019, awarded	Placed in Service	40% of GP Interest (0.004%)	Non-Profit Member	Tom Ayd & David Layfield of Greenstreet Housing	Harkins Construction Gary Garofalo	TM Associates Management, Inc. Matt Melnick
Kilmarnock Village Kilmarnock, VA	2019, awarded	In Progress	10% of GP Interest (0.001%)	Non-Profit Member	Adam Stockmaster & Ari Severe of AS Squared LLC	Canterbury Construction, Inc. Larry Canterbury	TM Associates Management, Inc. Matt Melnick
The Coile Newport News, VA	2019, awarded	In Progress	51% of GP Interest (0.0051%)	Non-Profit Member	Robert Margolis of MARG Rural, LLC & Jeff Carroll of Tartan Residential LLC	TBD	TM Associates Management, Inc. Matt Melnick
Pinecrest Apartments Bedford, VA	2019, awarded	Placed in Service	10% of GP Interest (0.001%)	Non-Profit Member	Tom Ayd & David Layfield of Greenstreet Housing	Canterbury Construction, Inc. Larry Canterbury	TM Associates Management, Inc. Matt Melnick
Brookmeadow Chestertown, MD	2020, awarded	In Progress	40% of GP Interest (0.004%)	Non-Profit Member	Tom Ayd & David Layfield of Greenstreet Housing	Harkins Construction Steve Rubin	TM Associates Management, Inc. Matt Melnick
Magnolia Place Apartments Blackstone, VA	2020, awarded	In Progress	10% of GP Interest (0.001%)	Non-Profit Member	Adam Stockmaster & Ari Severe of AS Squared LLC	TBD	TM Associates Management, Inc. Matt Melnick
Diamond Court II Apartments Harrington, DE	2020, awarded	In Progress	49% of GP Interest (0.0049%)	Non-Profit Member	Tom Ayd & David Layfield of Greenstreet Housing	TBD	TM Associates Management, Inc. Matt Melnick
1550 First Street, SW Washington, DC	2017, awarded	In Progress	21% of LP Interest (0.0021%)	Non-Profit Member	United Planning Organization & Robert Margolis of MARG Rural LLC	Gilbane Residential Construction, LLC	TM Associates Management, Inc. Matt Melnick



## Non-profit Questionnaire Request for Supplemental Documentation

Part II, Section 6, of the Qualified Allocation Plan ("QAP") 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 Non-profit Pool established under the QAP and assigning points for participation of a non-profit organization in the development of qualified low-income housing.

Please submit the following **only if** the Non-profit has not previously been approved as a qualified Non-profit to compete for tax credits in the Non-profit pool in the community where the proposed development is located.

- IRS Determination Letter
- Articles of Incorporation and by-laws
- Joint Venture Agreement  Check if not applicable
- Consultant's Contract  Check if not applicable
- Virginia Department of Agriculture and Consumer Services Form 102
- Non-profit's last 3 years of IRS Form 990
- Non-profit's most recent financial statements
- Other (please list)

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If you cannot provide any of the above, please provide a written explanation.

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

3/17/2021  
Date

Petersburg Community Development Corporation, Inc.  
Non-profit

By:   
Board Chairman

By:   
Executive Director

# **IRS Determination Letter**



**Internal Revenue Service**

**Date:** November 4, 2005

**PETERSBURG COMMUNITY DEVELOPMENT  
CORPORATION  
PO BOX 710  
PETERSBURG, VA 23804-0710**

**Department of the Treasury  
P. O. Box 2508  
Cincinnati, OH 45201**

**Person to Contact:  
Roger Meyer  
ID# 31-07707  
Toll Free Telephone Number:  
877-829-5500  
Federal Identification Number:  
54-1540461**

**Dear Sir or Madam:**

This is in response to your request of September 26, 2005, regarding a copy of your organization's exemption application and letter of determination.

We are unable to provide you with the requested documents at this time because we are transferring our records from microfiche to a digitally-imaged format. We anticipate that this process will take approximately six months. If you choose, you may resubmit your request at that time. Please accept our apology for any inconvenience this has caused you or your organization.

We can affirm that your organization received exempt status in August 1990 and is currently exempt under section 501(c)(3) of the Internal Revenue Code. Because your organization will not be able to provide a copy of its application on request, it should keep a copy of this letter in its permanent records.

If your organization filed for exemption after July 15, 1987, or had a copy of the application on July 15, 1987, it is required to make available for public inspection a copy of its exemption application, any supporting documents, and the exemption letter to any individual who requests such documents in person or in writing. The law also requires you to make your organization's annual return (if you are required to file one) available for public inspection for three years after the due date of the return. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

*Cindy M. Westcott*

Cindy Westcott  
Manager, EO Determinations

# **Articles of Incorporation & Bylaws**

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, MARCH 19, 2018

The State Corporation Commission has found the accompanying articles submitted on behalf of  
PETERSBURG COMMUNITY DEVELOPMENT CORPORATION, INC.

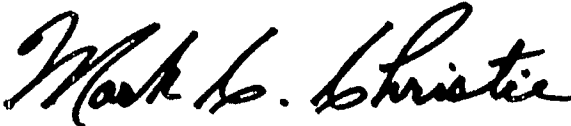
to comply with the requirements of law, and confirms payment of all required fees. Therefore, it  
is ORDERED that this

CERTIFICATE OF RESTATEMENT

be issued and admitted to record with the articles of restatement in the Office of the Clerk of the  
Commission, effective March 19, 2018.

The corporation is granted the authority conferred on it by law in accordance with the articles,  
subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 

Mark C. Christie  
Commissioner

**ARTICLES OF RESTATEMENT  
AMENDING AND RESTATING THE ARTICLES OF INCORPORATION  
OF  
PETERSBURG COMMUNITY DEVELOPMENT CORPORATION, INC.**

The undersigned, on behalf of the nonstock corporation set forth below, pursuant to Title 13.1, Chapter 10, Article 10 of the Code of Virginia, states as follows:

1. The name of the Corporation is Petersburg Community Development Corporation, Inc. (the "Corporation").

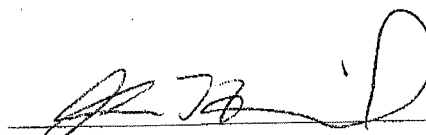
2. The Articles of Incorporation of the Corporation (the "Articles of Incorporation") are amended and restated by deleting the current Articles of Incorporation, as amended, in their entirety and substituting therefor the Second Amended and Restated Articles of Incorporation attached hereto as Exhibit A (the "Restated Articles").

3. The Restated Articles were adopted by unanimous written consent of the board of directors of the Corporation on March 15, 2018. Member approval of the Restated Articles was not required because the Corporation has no members.

4. These Articles of Restatement shall become effective upon issuance by the State Corporation Commission of a Certificate of Restatement.

These Articles of Restatement are executed this 15th day of March, 2018, in the name of the Corporation by the undersigned officer, who declares under the penalties of perjury that the facts stated herein are true.

**PETERSBURG COMMUNITY  
DEVELOPMENT CORPORATION, INC.**

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

Name: James Hendricks

Title: President

**EXHIBIT A  
TO  
ARTICLES OF RESTATEMENT  
AMENDING AND RESTATING THE ARTICLES OF INCORPORATION  
OF  
PETERSBURG COMMUNITY DEVELOPMENT CORPORATION, INC.**

**Second Amended and Restated Articles of Incorporation**

Attached.

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
PETERSBURG COMMUNITY DEVELOPMENT CORPORATION, INC.**

**ARTICLE 1. Name.** The name of the corporation is PETERSBURG COMMUNITY DEVELOPMENT CORPORATION, INC. (hereinafter referred to as the “Corporation”).

**ARTICLE 2. No Members.** The Corporation shall have no members. All voting power, including without limitation the power to vote on amendments to the Articles of Incorporation and Bylaws, shall be vested in the Board of Directors (the “Board”).

**ARTICLE 3. Board of Directors.**

A. The Board shall consist of between one (1) and three (3) persons.

B. Terms of Board members shall expire at an annual meeting of the Board, and Board members shall be eligible for re-election. All matters pertaining to the constitution of the Board and the proceedings thereof shall be as provided in the Bylaws. Except as otherwise provided by law, the power and authority to conduct the business and affairs of the Corporation shall be vested solely in the Board.

**ARTICLE 4. Registered Office.** The Corporation’s registered office address, which is also the business address of the initial registered agent, is 200 S. 10<sup>th</sup> Street, Suite 1600, Richmond, Virginia 23219. The registered office of the Corporation is located in the City of Richmond, Virginia.

**ARTICLE 5. Registered Agent.** The name of the Corporation's registered agent is Alexander C. Graham, Jr., a resident of the Commonwealth of Virginia and a member of the Virginia State Bar, and whose business address is identical to that of the registered office of the Corporation.

**ARTICLE 6. Purposes of Corporation.**

A. The Corporation is organized and shall be operated (i) to own, acquire, rehabilitate, construct, develop and sell housing that is affordable to low and moderate income individuals residing in the United States of America, and (ii) for religious, charitable, scientific, literary and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corresponding provisions of future Internal Revenue laws, and the regulations pertinent thereto (referred to herein as the "Internal Revenue Code"), including, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code. The foregoing statement of purpose shall not be considered as limiting or restricting in any manner the powers conferred upon corporations by Chapter 10 of Title 13.1 of the Code of Virginia of 1950, as amended, and, therefore, the Corporation shall have the power to transact any business not prohibited by law or required to be stated herein.

B. No substantial part of the activities of the Corporation shall be or involve the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of

statements for) any political campaign on behalf of, or in the opposition to, any candidate for public office.

C. Notwithstanding any other provision of these Articles, the Corporation shall only carry on activities permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (ii) by a corporation, contributions to which are deductible under Sections 170(c), 2055 and 2522 of the Internal Revenue Code.

**ARTICLE 7. Inurement of Earnings and Compensation; Prohibited Activities.**

A. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to the Corporation's Board of Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to the Corporation and to make payments and distributions in furtherance of the purposes set forth in Article 6 hereof.

B. (a) Notwithstanding any other provision set forth in these Articles, at any time during which the Corporation is deemed a "private foundation," as that term is defined by Section 509 of the Internal Revenue Code, or the corresponding provisions of any subsequent federal tax laws, the Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code, or the corresponding provisions of any subsequent federal tax laws; the Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or the corresponding provisions of any subsequent federal



tax laws; the Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or the corresponding provisions of any subsequent federal tax laws; the Corporation shall not make any investments in such manner as to subject the Corporation to the tax under Section 4944 of the Internal Revenue Code, or the corresponding provisions of any subsequent federal tax laws; and the Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, or the corresponding provisions of any subsequent federal tax laws.

**ARTICLE 8. Disposition of Assets upon Dissolution.** Upon the dissolution of the Corporation, the Corporation's Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized exclusively for religious, charitable, scientific, literary and/or educational purposes as shall at that time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code. Any assets not so disposed of by the Board of Directors shall be disposed of by the Court of the city or county in which the principal office of the corporation is then located, exclusively for the purposes set forth in Article 6 hereof or to such organization or organizations, as said Court shall determine, which organization(s) is or are organized exclusively for such purposes.

**ARTICLE 9. Limitation of Liability and Indemnification.** The liability of the directors and officers of the Corporation shall be limited, and the Corporation shall indemnify its

directors and officers, as follows:

A. In any proceeding brought by or in the right of the Corporation or brought by or on behalf of directors of the Corporation, a director or an officer of the Corporation shall not be liable to the Corporation for any monetary damages arising out of any transaction, occurrence or course of conduct, unless in such proceeding the director or officer was adjudged to have engaged in willful misconduct or a knowing violation of the criminal law or any federal or state securities law.

B. To the full extent required or permitted by the Virginia Nonstock Corporation Act and any other applicable law, and in the manner thereby prescribed, the Corporation shall indemnify a director or officer of the Corporation who is or was a party to any proceeding by reason of the fact that he or she is or was such a director or officer or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other profit or nonprofit enterprise. The Corporation shall promptly pay for or reimburse the reasonable expense, including attorneys' fees, incurred by any such director or officer of the Corporation in connection with any such proceeding (whether or not made a party). Any payment or reimbursement of expense under this Article shall be made in advance of final disposition of any such proceeding if a written request is made by such officer or director and delivered to the Corporation accompanied by (i) a written statement of good faith belief that such officer or director is entitled to indemnity by the Corporation, and (ii) a written undertaking, executed personally or on his or her behalf, to repay the amount so paid or reimbursed if after final disposition of such proceeding it is determined that he or she did not meet the applicable

standard of conduct. The Board of Directors is hereby empowered, by majority vote of a quorum of disinterested directors, to contract in advance to indemnify any director or officer.

C. The Board of Directors is hereby empowered, by majority vote of a quorum of disinterested directors, to cause the Corporation to indemnify or contract in advance to indemnify any person not specified in paragraph B of this Article 9 who was or is a party to any proceeding, by reason of the fact that he or she is or was an employee or agent of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other profit or nonprofit enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in paragraph B of this Article 9.

D. The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article 9 and may also procure insurance, in such amount as the Board of Directors may determine, on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other profit or nonprofit enterprise, against any liability asserted against or incurred by any such person in any such capacity or arising from his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under the provisions of this Article 9.

E. If there has been a change in the composition of a majority of the Board of Directors after the date of the alleged act or omission with respect to which indemnification is claimed, any determination as to the indemnification and advancement of expenses with respect

to any claim for indemnification made pursuant to paragraph B of this Article 9 shall be made by special legal counsel agreed upon by the Board of Directors and the proposed indemnitee. If the Board of Directors and the proposed indemnitee are unable to agree upon such special legal counsel, the Board of Directors and the proposed indemnitee each shall select a nominee, and the nominees shall select such special legal counsel.

F. No amendment, modification or repeal of this Article 9 shall diminish any of the limitations or rights provided pursuant to this Article 9 with respect to any claim, issue or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification or repeal.

G. Reference herein to directors, officers, employees or agents shall include former directors, officers, employees and agents and their respective heirs, executors and administrators.

#### **ARTICLE 10. Amendments.**

All provisions of these Articles of Incorporation shall be subject to amendment in accordance with the provisions of the Virginia Nonstock Corporation Act; provided, however, that any such amendments shall not disqualify the Corporation from maintaining federal income tax exemption under Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue law); and provided further that any such amendments shall not disqualify the Corporation from accepting contributions that are deductible under Section 170(c)(2) of the Code (or the corresponding provision of any future United States Internal Revenue law).

**SECOND AMENDED AND RESTATED BYLAWS  
OF  
PETERSBURG COMMUNITY DEVELOPMENT CORPORATION, INC.**

**ARTICLE I**

**BOARD OF DIRECTORS**

1. General Powers. The affairs of the Corporation shall be managed by the Board of Directors (the "Board"), which shall have all voting power including the power to amend the Articles of Incorporation and these Bylaws, and to vote for the election and removal of members of the Board ("Directors"). The Corporation is a non-member organization.

2. Number of Directors. The Board shall be comprised of no less than five (5) and no more than twelve (12) Directors elected by the Board. The number of Directors may be increased or decreased by amendment of these Bylaws.

3. Election of Directors. The terms of elected Directors shall expire at an annual meeting of the Board. Each Director shall be elected by a majority vote of Directors present at the annual meeting to serve for a term of three (3) years. Directors shall be eligible for re-election. Vacancies occurring during any term shall be filled by a majority vote of the Directors present at any meeting.

4. Vacancy on the Board. A vacancy among elected Directors for any reason, other than the normal expiration of a term, may be filled by the Board at any meeting. Any Director elected to fill a vacancy shall serve the balance of the term of the Director whose seat he or she is elected to fill without regard to the date of his or her election as a Director.

5. Resignation of Directors. A Director may resign at any time by delivering written notice to the Board or to the President. A resignation is effective when the notice is delivered unless

the notice specifies a later effective date. If the resignation of a Director is made effective at a later date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

6. Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the Directors present, subject only to the quorum provisions provided hereinafter. Prior to any such removal, reasonable notice shall be given to the affected Director of such proposed action. If any Directors are so removed, new Directors may be elected at the same time.

Any member of the Board who shall be absent for four (4) consecutive regular meetings of the Board, without adequate excuse, shall be considered as having resigned, and his or her place shall be treated as vacant.

7. Meetings of the Board. An annual meeting of the Board shall be held for the election of Directors during the first week of January of each year, or at such other time, either within or without the Commonwealth of Virginia, as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting. Regular meetings of the Board of Directors shall be held no more frequently than once each calendar quarter, at such place as shall be designated by the Board in the notice of such meeting. Special meetings of the Board may be called by or at the request of the Chairman of the Board, the President, or any two (2) Directors.

8. Notice of Meetings. Except as provided elsewhere in these Bylaws or by applicable law, no notice of the Annual Meeting or any other regular meeting of the Board shall be required. Advance notice of a special meeting of the Board is required and shall either be mailed to each Director's residence or usual place of business at least three days before the date of the special meeting or delivered by facsimile transmission, telephone or electronic mail at

least two days before the meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice or any waiver of notice of any Board meeting, except for notices of special meetings and meetings at which removal of a Director is to be proposed.

9. Waiver of Notice. A Director may waive any required notice before or after the date and time stated in the notice. A Director's attendance at or participation in a meeting waives any required notice of the meeting to that Director unless the Director, at the beginning of the meeting or promptly upon arrival, objects to holding the meeting or transacting business and does not thereafter vote for or assent to action taken at the meeting. The waiver by a Director who does not attend or participate in the meeting must be in writing, signed by the Director and filed with the minutes or corporate records.

10. Quorum. A majority of Directors then serving shall be necessary to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum should not be present at a meeting of the Board, the Directors present may adjourn the meeting from time to time without notice until a quorum shall be present. A Director ratifying the action of the Board shall be deemed to have been present at the meeting of the Board.

11. Participation in Meetings. Any or all Directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Directors may not vote by proxy.

12. Actions Without Meeting. Any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the actions to be taken, shall be signed by all of the Directors before or after the action is to become effective. A consent in writing shall include an email sent by a Director. The Directors' unanimous consent shall have the same force and effect as a unanimous vote.

## **ARTICLE II**

### **OFFICERS**

1. General. The officers of the Corporation shall be a Chairman, President, Secretary/Treasurer, and such other officers as may be elected in accordance with the provisions of this article. The Board may elect or appoint such other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board.

2. Election of Officers. The officers shall be elected at an annual meeting of the Board and shall hold office for a term of one year or until their successors are elected and qualify, or until removed by the Board. Officers shall be members of the Board. Vacancies among the officers shall be filled by election by the Board at its next regular or special meeting. The officers shall receive no compensation for their services.

3. Chairman. The Chairman of the Board shall preside over all meetings of the members of the Board, shall have the authority to call all meetings of the Board, and shall have the authority to sign all documents in the name of the Corporation.

4. President. The President shall be the principal executive officer of the Corporation and shall in general, supervise all the business and affairs of the Corporation. He or she may sign any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the



Board or by these Bylaws or by statute to some other officer or agent of the Corporation; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

5. Secretary/Treasurer. The Secretary/Treasurer shall certify the actions of the Board when necessary, keep the minutes of the Board meetings, maintain the records of the Corporation, and give all required notices of meetings of the Board. The Secretary/Treasurer shall have custody of all funds of the Corporation and shall see that a true and accurate accounting of the financial transactions of the Corporation is made and that reports of those transactions are presented promptly to the Board. The Secretary/Treasurer shall have such other powers and duties as may be prescribed by the Board from time to time.

6. Executive Director. The Board may appoint an Executive Director to serve at its pleasure and who shall not be an officer of the Corporation. The Executive Director shall be the operating head of the Corporation in its day-to-day operations to the extent authorized by the Board and shall execute policy set by the Board, and shall be an ex-officio member of the Board without a vote. The Executive Director shall report to and work under the general supervision of the President, and shall assist the committees of the Corporation as requested.

7. Other Employees and Agents. The President may hire such employees and agents as he or she may deem appropriate from time to time. An employee of the Corporation shall work under the supervision of the President. The authority and duties of each agent shall be those prescribed in the resolution adopted by the Board establishing the need for that agent.

8. Resignation and Removal of Officers, Executive Director, Other Agents. An officer may resign at any time by delivering notice of resignation to the President or Chairman. A resignation is effective upon delivery unless the resignation specifies a later effective date in

which case, if the Board accepts the future effective date, it may fill the pending vacancy before the effective date provided the successor does not take office until the effective date. The Executive Director may be removed with or without cause whenever the Board in its discretion shall consider that the person's removal will serve the best interest of the Corporation.

### **ARTICLE III**

#### **COMMITTEES**

1. General. The Board may, by resolution passed by a majority of the Directors in attendance at any meeting, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have power or authority in reference to amending the Articles of Incorporation of the Corporation or removing or indemnifying Directors or amending these Bylaws. Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of such rules, each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article I of these Bylaws.

2. Meetings. Meetings of any committee established pursuant to this Article may be called and held subject to the same requirements with respect to time, place and notice as are specified in these Bylaws for regular and special meetings of the Board of Directors.

#### ARTICLE IV

#### INDEMNIFICATION

1. The liability of the Directors, officers, agents or employees of the Corporation shall be limited, and the Corporation shall indemnify its Directors, officers, agents and employees as follows:

2. The liability of any Director, officer, agent or employee of the Corporation shall be limited or eliminated to the maximum extent permitted by law. Without modifying the foregoing, in any proceeding against a Director, officer, agent or employee of the Corporation such Director, officer, agent or employee shall not be liable for any damages arising out of any act, failure to act, transaction, occurrence or course of conduct, unless in such proceeding the Director or officer was adjudged to have engaged in willful misconduct or a knowing violation of the criminal law.

3. To the full extent required or permitted by the Virginia Nonstock Corporation Act and any other applicable law, and in the manner thereby prescribed, the Corporation shall indemnify a Director, officer, agent or employee of the Corporation who is or was a party to any proceeding by reason of the fact that he or she is or was such Director, officer, agent or employee or is or was serving at the request of the Corporation as a Director, officer, agent or employee of another corporation, partnership, joint venture, trust, employee benefit plan or other profit or nonprofit enterprise. The Corporation shall promptly pay for or reimburse the reasonable expenses, including attorney's fees, incurred by any such Director, officer, agent or employee of

the Corporation in connection with any such proceeding (whether or not made a party). Any payment or reimbursement of expense under this Article may be made in advance of final disposition of any such proceeding if a written request is made by such Director, officer, agent or employee and delivered to the Corporation accompanied by (i) a written statement of good faith belief that such Director, officer, agent or employee is entitled to indemnity by the Corporation, and (ii) a written undertaking, executed personally or on his or her behalf, to repay the amount so paid or reimbursed if after final disposition of such proceeding it is determined that he or she did not meet the applicable standard of conduct. The Board is hereby empowered, by majority vote of a quorum of disinterested Directors, to contract in advance to so indemnify any Director or officer.

4. The Board is hereby empowered, by majority vote of a quorum of disinterested Directors, to cause the Corporation to indemnify or contract in advance to indemnify any person not specified in Section 2 of this Article V who was or is a party to any proceeding, by reason of the fact that he or she is or was an employee or agent of the Corporation and was serving at the request of the Corporation as director, officer, agent or employee of another corporation, partnership, joint venture, trust, employee benefit plan or other profit or nonprofit enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in Section 2 of this Article V.

5. The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article V and may also procure insurance, in such amount as the Board may determine, on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation,

partnership, joint venture, trust, employee benefit plan or other profit or nonprofit enterprise, against any liability asserted against or incurred by any such person in any such capacity or arising from his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under the provisions of this Article V.

6. No amendment, modification or repeal of this Article V shall diminish any of the limitations or rights provided pursuant to this Article V with respect to any claim, issue or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification or repeal.

7. Reference herein to Directors, officers, employees or agents shall include former Directors, officers, employees and agents and their respective heirs, executors and administrators.

## **ARTICLE V**

### **MISCELLANEOUS PROVISIONS**

1. Fiscal Year. The fiscal year of the Corporation shall end December 31.
2. Amendment to Bylaws. The Bylaws may be amended by majority vote of those present and voting at a meeting of the Board provided the Board has been notified in writing of the proposed changes prior to the meeting.

# **Consulting Agreement**

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is entered into and shall be effective as of the \_\_\_ day of March, 2021, by and between **PCDC DEVELOPER LLC**, a Virginia limited liability company ("Developer") and **TM ASSOCIATES DEVELOPMENT, INC.**, a Maryland corporation ("Consultant").

### RECITALS

A. Developer has been engaged by Birch Island Apartments PCDC LLC (the "Owner") to perform certain development services set forth on Exhibit A (the "Services") relating to Birch Island Apartments, a 48-unit community located in Wakefield, Virginia (the "Project").

B. Developer, a Virginia limited liability company, will be a party to a Development Agreement with the Owner (the "JV Agreement"), subject to an award of tax credit financing.

C. Consultant has experience and knowledge in performing services on projects similar to the Project.

D. Developer desires to engage Consultant, and Consultant desires to provide certain Services, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereby agree as follows:

1. Services. During the term of this Agreement, Consultant agrees to provide those Services not performed by Developer. Except as specified herein, Consultant agrees to perform the Services as directed in writing by Developer in conformity with the written directives issued by Developer and/or the Owner. Consultant will not enter into any legally binding agreement on behalf of Developer or the Owner unless it has received the approval of Developer prior to the execution or completion of any such legally binding agreement.

2. Payment and Reimbursement. As consideration for the Services to be performed hereunder by Consultant, Developer shall pay Consultant \$490,000 (the "Consultant Fee") which equates to 70% of the developer fee payable to Developer under the JV Agreement, plus all actual, third party expenses previously approved in writing by Developer and incurred by Consultant in performing the Services (excluding the general overhead and operating expenses of the Consultant). Such amounts shall be due to Consultant within thirty (30) days after receipt by Developer of a request for payment or reimbursement of such expenses, payable from developer fees received by the Developer from the Owner. Such payments shall be accepted by Consultant as payment in full for the Services. Such payment will be payable at the times and upon the conditions set forth in the JV Agreement (including interest on any deferred payment as set forth therein), as such JV Agreement may be amended and restated from time to time. The obligation of Developer to pay any unpaid portions of the Consultant Fees will survive the

Expiration Date of this Agreement. The Developer agrees that the Consultant will receive seventy percent (70%) of any payments received by the Developer under the JV Agreement as those payments are received, until such time as the entire Consultant Fee has been paid. The Consultant Fee shall be paid no later than fifteen (15) years following the date the Project receives a Certificate of Occupancy.

The Consultant Fee will be deemed earned as follows (but payable as described above):

- (a) \$98,000 which will be deemed earned upon the award of competitive low income housing tax credits;
- (b) \$294,000 will be deemed earned upon the completion of construction; and
- (c) \$98,000 will be deemed earned upon the closing of all permanent financing and achievement of stabilized operations.

3. Term. The term of this Agreement shall be for the period beginning on the date hereof and ending on the expiration of fifteen (15) years after the date the Project receives a Certificate of Occupancy ("Expiration Date"). Notwithstanding the foregoing, either Consultant or Developer may terminate this Agreement in the event of a default by the other party upon delivery of written notice to such defaulting party; provided, however, that if such default is capable of cure, such termination may only be effected if not cured to the reasonable satisfaction of the non-defaulting party within thirty (30) days of the date of delivery of a written notice specifying such default to the defaulting party. In the event this Agreement is terminated before the Expiration Date, Consultant shall be entitled to retain the portion of the Consultant Fee paid to Consultant prior to the date of termination and Developer shall pay Consultant a pro rata sum based upon the amount of such fee that has been earned as provided in Section 2 hereof and not yet paid from developer fees actually received by Developer from the Owner.

4. Representations and Warranties.

(a) Compliance with Laws: Licensure. Consultant and Developer agree to comply with all federal, state, county and local laws, regulations, ordinances, rules and certifications as pertaining to the facilities, programs, and staff for which Developer or Consultant is responsible during the term of this Agreement.

(b) Authorization. The execution and delivery of this Agreement by Consultant and Developer has been authorized by all necessary corporate action of Consultant and Developer as applicable.

5. Independent Contractor Status. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with Developer and Consultant. Consultant is an independent Contractor and neither it, nor its employees, agents nor representatives shall be considered



employees, agents, or representatives of Developer. Except as otherwise provided herein, Consultant shall maintain in all respects its present control over the means and personnel by which this Agreement is performed. From any amounts due Consultant, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

6. Indemnification.

(a) Indemnification of Developer. Except when caused by the negligence of Developer, Consultant agrees to defend, indemnify, and hold harmless Developer, its directors, officers, employees, and agents against any and all liabilities, losses, damages, costs, and expenses, including attorney's fees, which Developer may sustain, incur or be required to pay by reason of any act or omission of Consultant, its agents, directors, officers, or employees during the performance under this Agreement.

(b) Indemnification of Consultant. Except when caused by the negligence of Consultant, Developer agrees to defend, indemnify, and hold harmless Consultant, its directors, officers, employees, and agents against any and all liabilities, losses, damages, costs, and expenses, including attorney's fees which Consultant may sustain, incur or be required to pay by reason of any act or omission of Developer, its agents, directors, officers, or employees during the performance under this Agreement. DEVELOPER'S LIABILITY UNDER THIS INDEMNIFICATION IS LIMITED SOLELY TO THE AMOUNT OF ANY CONSULTANT FEES PAYABLE UNDER THIS AGREEMENT.

7. Insurance. Consultant and Developer agree that to protect themselves under the indemnification clause in this Agreement, they will at all times during the term of this Agreement have and keep in force general liability and professional liability insurance in an amount reasonable given the obligations hereunder, as reasonably determined by each party.

8. Confidentiality.

(a) The parties acknowledge that certain confidential information may be transmitted or disclosed by the parties to each other in connection with their performance under this Agreement. For purposes of this Agreement, "confidential information" includes financial information, tenant records and accounts, trade secrets, and all other information designated by Developer or Company communicated to the other parties as confidential. Generic knowledge or information publicly known that is generally employed by the trade shall not be deemed part of the confidential information.

(b) The parties shall not, at any time, directly or indirectly, use, copy, reveal, report, memorialize, publish, duplicate or otherwise disclose to any third party, in any way whatsoever, any confidential information without the prior written consent of the other party, which consent shall be exercised in the sole discretion of such party. The

parties shall receive, maintain, and use the confidential information in the strictest of confidence and use best efforts to keep the confidential information strictly confidential.

(c) Notwithstanding anything herein to the contrary, this Section 8 will not be applicable to disclosures made in the event of a dispute between the parties, required by law or pursuant to court orders.

9. Miscellaneous.

(a) Assignment. The rights, interests, and obligations of Developer under the provisions of this Agreement shall be assignable without the prior consent of the Consultant. The rights, interests and obligations of Consultant under the provisions of this Agreement are in the nature of a personal service and shall not be assignable without the prior written consent of Developer, not to be unreasonably withheld or delayed, provided however, Consultant may assign its rights to earned Consultant Fee.

(b) Notices. Any notice or other communications required or permitted to be given or served upon any of the parties under this Agreement shall be sufficiently delivered, given or served if delivered personally to such party or if sent to such party by registered or certified mail, postage prepaid, addressed to such party as set forth below or at such other address as such party shall designate, by giving written notice to the other parties as follows:

If to Developer: PCDC Developer LLC  
c/o James R. Hendricks  
P.O. Box 1254  
Petersburg, VA 23804

With a copy to: Alexander C. Graham, Jr.  
Williams Mullen  
200 South 10<sup>th</sup> Street, Suite 1600  
Richmond, VA 23219

With a copy to: Michael L. Seltz  
409 Hanson Lane  
Alexandria, VA 22302

If to TMAD: Adam Stockmaster, President  
TM Associates Development, Inc.  
1275 Piccard Drive, Suite 150  
Rockville, MD 20850

With a copy to: Allison T. Domson  
Williams Mullen  
200 South 10<sup>th</sup> Street, Suite 1600  
Richmond, VA 23219

(c) Amendments. Any alterations, modifications, waiver, or amendment of the provisions of this Agreement shall be valid only when reduced to writing as an amendment and signed by all parties hereto.

(d) No Waiver. Failure of any party hereto to enforce any term or provision of this Agreement shall not be construed as a waiver of such term of provision or of the right to enforce such term or provision.

(e) Entire Agreement Severability. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties presently in effect relating to the subject matter hereof. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other provision of this Agreement is, for any reason, held to be contrary to any law, rule, or regulation, such decision shall not affect the remaining provisions of this Agreement.

(f) Construction: Applicable Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Virginia. Exclusive venue for disputes arising out of or in relation to this Agreement will be in a federal or state court, located in Richmond, Virginia, having jurisdiction over the matter.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which together shall be deemed to be an original, but all of which shall constitute one and the same instrument.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed the Agreement on the date first above written.

**TM ASSOCIATES DEVELOPMENT, INC.,**  
a Maryland corporation

By:   
Adam Stockmaster  
President

**PCDC DEVELOPER LLC, a**  
Virginia limited liability company

By:   
Name: James R. Hendricks  
Title: Executive Director

## **EXHIBIT A**

### **SERVICES TO BE PERFORMED BY CONSULTANT**

(a) Assist in structuring the financing for the Project and make the necessary applications to secure the financing sought, including but not limited to the Low-Income Housing Tax Credit Application to Virginia Housing ("VH"), as well as any permanent loan applications with VH.

(b) Identify secondary project financing. Work to secure financing from FHLB, VH, and/or DHCD.

(c) Source and negotiate all investment terms with the tax credit investor who will invest in the Owner as an investor member.

(d) Provide required financial guaranties to construction lender and tax credit investor.

(e) Invest at-risk capital for all pre-development expenses through tax credit investor closing. Following closing, all cost overruns shall be borne by the Consultant.

(f) Arrange for the execution by the Owner of all necessary agreements to complete the Project.

(g) Obtain construction and permanent financing on behalf of the Owner in an amount sufficient to fund the construction of the Project. Terms of the construction financing shall be reasonably acceptable to Owner and consistent with, or better than current market conditions.

(h) Prepare and submit applications to obtain below-market rate financing, if deemed necessary, from state and federal sources other than VH, to make the Project financing feasible.

(i) Coordinate the due diligence requirements for each source of financing.

(j) Work with property management, providing operational oversight to residents during and leading up to the renovation period.

(k) Provide construction oversight management.

(l) Provide complete project accounting.

**VA Department of  
Agriculture &  
Consumer Services  
Form 102**



Petersburg Community Development Corporation, Inc. does not currently have copy of Virginia Department of Agriculture and Consumer Services Form 102. Attached is a print out from the Virginia Department of Agriculture and Consumer Services - Charitable Organization Database evidencing PCDC's status as a Charitable Organization.

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- [Searchable Databases](#)

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- [Registrations and Forms](#)

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- [Return to VDACS](#)

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## SEARCH OUR CHARITABLE ORGANIZATION DATABASE

**Primary Name:** Petersburg Community Development Corporation, Inc.

**Other Names:**

**Address:** 236 S. Adams Street  
Petersburg VA, 23803

**Current Registration Expires:**

**Registration Extended Until:** N/A

**Registration Filing Status:** Exempt from annual registration - no financial data available (5 Localities)

**IRS Filing Status:** 501C3 ([click here to link to GuideStar.org to search for additional information](#))

[New Search](#)



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J

Relocation Plan  
Including Unit  
Delivery Schedule  
(MANDATORY, if tenants are displaced)

# Birch Island Apartments Renovation and Relocation Plan

**March 1, 2021**

## PROJECT AND CONTACT INFORMATION

**Project:** Birch Island Apartments, 10322 Penny Lane, Wakefield, VA 23888

**Owner:** Birch Island Apartments PCDC LLC  
c/o 555 S. South Street, Petersburg, Virginia 23803

Contact: James R. Hendricks, [petersburg.cdc@gmail.com](mailto:petersburg.cdc@gmail.com), (804) 420-6458

**Property Management:** TM Associates Management, Inc. 1375 Piccard Drive, Suite 150,  
Rockville, Maryland 20850

Contact: Shay Dugan, [sdugan@tmamgroup.com](mailto:sdugan@tmamgroup.com), 240-683-0300

## REHABILITATION ACTIVITIES

Birch Island Apartments PCDC LLC intends to purchase the existing Birch Island Apartments, and a significant capital investment is planned. The planned acquisition of the property is scheduled to occur in October 2021.

This renovation plan relates to Birch Island Apartments. The property consists of 48 apartment units offering one-bedroom, two-bedroom, and three-bedroom units. The leasing office for Birch Island Apartments will remain where it is located. Existing community amenities include a community room space, with kitchen, for resident activities, as well as a secondary seating area with vending. The scope of work for rehabilitation includes, but is not limited to the following:

- Replacement of kitchen cabinets and countertops
- Replacement of bathroom vanities and toilets replacement of select tubs
- Replacement of water heaters and HVAC units
- Replacement of windows
- Upgrades to electrical and plumbing systems, including new lighting and ceiling fans
- Installation of new flooring in most units
- Replacement of appliances in most units and installation of dishwashers
- Increased attic insulation
- Site improvements, including new landscaping, replacement of select sidewalks and a new building entry

The new appliances and mechanical equipment will offer higher efficiency than what is currently being used at the property. Along with new windows and new insulation, the units will be significantly more energy efficient and should lead to lower utility bills for the resident.

## **PROJECT SCHEDULE**

The rehabilitation work will be performed by a large general contractor with significant experience managing rehabilitation projects of this scope. The construction is intended to progress with exterior work being completed first, followed by interior work and finishes. This plan contemplates a construction start of June 1, 2022. The planned renovation work is expected to be materially complete by December 31, 2022, with the punch list work expected to be complete by March 2023. The schedule for when construction activity will be updated regularly with sufficient notification to residents for work that needs to be completed in their apartment. Once the schedule is finalized, this plan will be updated and redistributed as needed. All the renovation work is intended to be completed around the existing residents, with the residents to remain in their unit, but both the community room and seating area will be available for the residents to enjoy while work is ongoing in their apartment should they choose to not remain in their apartment.

Start Renovation June 1, 2022, Substantially Complete Renovation by December 31, 2022 with all work anticipated to be completed by March 31, 2023. This schedule is subject to change and the residents will be notified of schedule changes as soon as possible.

## **RESIDENT IMPACT**

The property management staff, and company will not change and the same experienced property manager, known for their professionalism and attentive service to the residents they serve. All the members of the management team will be tasked to keep the residents informed of changes to the renovation plans throughout the construction period. The proposed construction activity in each unit will be performed in such a fashion to limit resident inconveniences.

Resident furnishings and belongings will be moved as needed by the general contractor and subcontractors at the ownership's expense. We ask that the residents please pack-up their small items and valuables with materials that property management will furnish. As needed, assistance can be provided for residents with special needs.

## **RENTS AND RENTAL POLICIES FOLLOWING REHABILITATION**

Birch Island Apartments is being renovated using housing tax credit financing along with a new mortgage. With this source of financing, housing costs, including rent and an allowance for tenant-paid utilities, are restricted to be affordable to households that earn 80% of the Area Median Income (AMI) and below. Also, only households with incomes below 80% of the Area Median Income (as adjusted for household size) are eligible to live in the community.

These rent and income restriction are no different than what is currently in place for the property under the previous ownership, so it is expected that all existing residents at Birch Island Apartments will be income qualified. Property Management will annually certify the incomes of the residents and they will reach out to each of the existing residents to verify the income of the household.

Current income limits and the projected post-rehabilitation rents are shown in the attached Tenant Selection Plan for the property. Due to the project based rental subsidy contract on most of the units, the resident paid portion of the rents is not expected to change for these units.

Residents will continue to be responsible for their own electrical costs, which includes heat, air conditioning, cooking, water heating, and lighting/general electric use. Residents are also responsible for any optional services desired, such as telephone, cable TV or internet service. Following completion of the renovation work, the water and sewer service will be individually sub metered and the resident will become responsible for this billing. Trash service will continue to be paid for by the ownership.

### ***Rent and Utility Changes Proposed***

	<b>Current Rents</b>	<b>Proposed Rents</b>
<b>1 Bedroom Units</b>	\$589/Month	\$589/Month
<b>2 Bedroom Units</b>	\$637/Month	\$637/Month
<b>3 Bedroom Units</b>	\$742/Month	\$742/Month

### ***Utility Allowance Changes Proposed***

	<b>Current UA</b>	<b>Proposed UA</b>
<b>1 Bedroom Units</b>	\$99/Month	\$138/Month
<b>2 Bedroom Units</b>	\$122/Month	\$167/Month
<b>3 Bedroom Units</b>	\$173/Month	\$224/Month

### ***Permanent Relocation***

Existing residents are NOT expected to be permanently relocated as a result of the acquisition or rehabilitation of Birch Island Apartments. If a current resident is found to be over income or found to have been over income when the resident initially occupied their unit, they will be permanently relocated from Birch Island Apartments property. As the previous ownership of Birch Island was held to the same income verification requirements as the new ownership. We do not expect there to be any situation where a current resident will be found to not qualify for their apartment unit.

The site management team will provide Full Relocation Assistance as required in VH's Relocation Assistance Guidelines. Such assistance includes Advisory Services and Moving Cost Reimbursement to the extent a relocation is necessary to perform the planned renovation work.

### **OWNER'S RESPONSIBILITIES TO TENANTS**

Advisory Services will include:

- Provides referrals for tenants to replacement properties, and contacts said properties to request priority for persons being displaced.
- Provides tenants with written information and/or translation services in their native languages if necessary
- Provides appropriate counseling for tenants who are unable to read and understand notices
- Provides contact information for questions and access to phone or computer if needed to make contact.
- Provides transportation for tenants needing to look at other housing, especially those who are elderly or disabled
- Understand and anticipate the needs of families and the elderly and able to meet the special advisory services they may need
- Allow and make tenants aware that appointments can be scheduled outside of normal business hours if needed.

Moving Cost Reimbursement to displaced residents will be based on the following guidelines:

- The Federal Highway Administration's Fixed Residential Moving Cost Schedule (includes utility hook up costs) for Virginia is as follows:
    - 1 Room of Furniture-\$700
    - 2 Rooms of Furniture-\$900
    - 3 Rooms of Furniture-\$1,100
    - 4 Rooms of Furniture-\$1,300
- OR
- Based on tenant's actual reasonable moving and related expenses. Reimbursement of actual moving and related expenses is defined as either labor or equipment.
  - As needed, residents will receive assistance in packing and moving furniture and belongs
  - Temporary storage units will be provided for convenience as well.

### ***Temporary Relocation***

All residents are scheduled to remain in their same apartment after renovations. All tenants will be able to reside in their units throughout the renovation, however 5 units will receive significant handicap upgrades that may necessitate a temporary relocation of the resident.

Residents temporarily relocated will be offered Moving Cost Reimbursement. Most residents that are temporarily relocated will endure no more than eight weeks of relocation. Residents will

receive assistance in packing and moving furniture and belongings, plus temporary storage units will be provided for convenience as well. Ownership will also provide the advisory services listed above. Any tenant that is displaced for a partial day will be offered access to amenities (day room, refreshments, meals, TV, etc.) during daytime hours, up to five days.

### ***Unit Delivery Schedule***

See attached for detailed Unit Delivery Schedule

### ***Tenant Notices***

The new ownership intends to provide thorough and well-documented communication with residents of relocation and renovation plans. Initial notices have already been provided by property management, and further notices will begin on the settlement date, beyond the earlier 120-day notice. The 120-day written notice will be addressed to tenants their current address and will include the following:

- Informs the tenant that due to renovation they are required to move from the development, why they are required to move and states the move date.
- States the contact person for advisory services, types of services that are offered and hours as well as giving the option to make a scheduled appointment outside of normal hours if needed.
- Generally describes the relocation payment(s) for which the tenant may be eligible, the basic conditions of eligibility and the procedures for obtaining the payment (see Moving Cost Reimbursement below). Eligibility for relocation assistance shall begin on the date that acquisition negotiations are initiated or actual acquisition, whichever occurs first.
- States the contact information of management company if tenant has any questions or would like to discuss the assistance determination

Further notice will be provided in writing at least 30-days in advance of work commencing in the resident apartment, unless there is a health/safety concern. Mailings will be prepared in advance so that they may be mailed as of the notice date. Mailings will be addressed to the tenant at his/her current address and will include the following information:

- Specific date by which the tenant is required to move, and the time moving services will arrive at unit;
- Responsibilities of the tenant pertaining to the move and contact information in order to request assistance with said responsibilities;
- The address to which the tenant will be relocated;
- If applicable, the date on which the move-in inspection will be completed.

Where a mold condition in the dwelling unit materially affects the health or safety of any tenant or authorized occupant, the owner may require the tenant to temporarily vacate the dwelling unit in order to perform remediation, in accordance with professional standards as defined in Code Section 55-248.4 for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a hotel room, at no expense or cost to the tenant. See Code Section 55-248.12:2. Notice to the tenant

Copies of all notices with tenant acknowledgement will be provided to VHDA as soon as possible.

This Renovation and Relocation Plan will be made available to residents upon request and will be posted in the leasing office in plain sight for tenant review. Copies of all notices, checks and other documents related to the relocation will be included in each tenant's file.

### ***Moving Cost Reimbursements***

Residents seeking reimbursement of actual moving expenses must provide documentation of the Tenant's Actual Reasonable Moving and Related Expenses, including bills, certified prices, appraisals or other evidence of expenses within 30-days of receiving same. The ownership's responsibilities with respect to Moving Cost Reimbursements are as follows:

- Owners must provide reasonable assistance necessary to complete and file tenants' claims for payment.
- Moving cost reimbursements shall be made upon receipt of billing documentation from the tenant.
- Owners must provide expedited return of security deposits or allow tenants to apply security deposits to the last month's rent.
- Owners must make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship.
- If the owner disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination and the procedures for appealing that determination.
- An owner shall not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits.

### **OWNER'S RESPONSIBILITY TO VHDA**

A Final Moving Cost Reimbursement summary in rent roll format (by tenant, by unit) will be submitted to VHDA no later than 30-days after the last tenant is relocated. In addition, the ownership will provide a certification that the Owner has met the VHDA Moving Cost Reimbursement and Relocation Assistance Guidelines.

### **PLAN UPDATES**

This plan may be updated from time to time. Copies of the updated plan will be made available to residents affected by the project. This current plan was drafted in accordance with 2020 VHDA Relocation Assistance Guidelines.

Attachments:            Moving Cost Reimbursement Schedule  
                                 Tenant Notices of upcoming renovations  
                                 Tenant Selection Plan  
                                 Unit Delivery Schedule

### ***Birch Island Apartments-Moving Cost Reimbursement Schedule***

Note: This pre-determination of moving cost reimbursements assumes that no more than five residential units may need to be vacated on a volunteer basis. This pre-determination assumes that half of volunteers will move twice (in-and-out of their unit. To account for assumed vacancy at the start of the notice period, total moving costs are reduced by 20%. A contingency of \$100/unit is also added to the estimated costs.

#### ***Moving Cost Reimbursement***

Pre-Determination

- \$900 1 Bedroom Unit (2 rooms w/ furniture)
- \$1,100 2 Bedroom Unit (3 rooms w/ furniture)
- \$1,300 3 Bedroom Unit (4 rooms w/ furniture)

## Unit Delivery Schedule

Month	1	2	3	4	5	6	7	8	9
<b>SOW</b>	Exterior Demo	Exterior Finish, Mechanical System replacement	Interior Apartment and Community Building work	Interior Apartment and Community Building work	Interior Handicap Unit work, tenants displaced	Interior Handicap Unit work, tenants displaced	Interior Handicap Unit work, tenants displaced	Testing and Site Work	Punch List Items
<b>Move-Out</b>	0	0	0	0	3	2	0	0	0
<b>Move-In</b>	0	0	0	0	0	3	2	0	0





TM ASSOCIATES MANAGEMENT COVID RESPONSE PLAN  
WITH RELOCATION GUIDELINES FOR  
VENDORS/CONTRACTORS, SUBCONTRACTORS, RESIDENTS  
AND  
EMPLOYEES



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### 1. BACKGROUND

Coronavirus Disease 2019 (COVID-19) is an infectious disease caused by a newly discovered coronavirus named "severe acute respiratory syndrome coronavirus 2" (SARS-CoV-2). The first cases were reported in Wuhan, China on December 31, 2019. Following the global spread of this new virus, the World Health Organization (WHO) declared a pandemic on March 11, 2020.

The COVID-19 pandemic presents unprecedented challenges to our workforce and operations. This document is intended to provide the necessary guidance and actions to reduce the impact of COVID-19 outbreak conditions during Resident Relocation.

The safety and health of our employees, clients, and residents that we serve is of the utmost importance to us. TM Associates is closely monitoring the Center for Disease Control (CDC), the World Health Organization (WHO) and applicable public health agency guidelines as well as local, state, and federal requirements and recommendations regarding COVID-19.



## 2.SCOPE

Applies to all TMAM employees, clients, residents, vendors, and contractors as guidance and direction to minimize the risk of being exposed to and/or spreading the SARS-CoV-2 virus.

## 3. DEFINITIONS

Asymptomatic Person is a person that is NOT exhibiting symptoms related to a disease.

CDC is an acronym for the U.S. Centers for Disease Control and Prevention.

Close Contact is being within approximately six (6) feet of a confirmed, suspected, or probable COVID-19 case, person under investigation (PUI), or symptomatic person for a prolonged period of time (*see definition for Prolonged Period*) or having direct contact with infectious secretions of a confirmed COVID-19 case, person under investigation (PUI), or symptomatic person (e.g., being coughed on).

Community Spread means an area where people have been infected with the virus, including some who are not sure how or where they became infected, i.e. they have no knowledge of contact with an infected individual.

Contact Transmission (Direct) Occurs when the infectious agent is transferred from an infected person to another person through physical contact (i.e., skin-to-skin contact). For example, an infectious individual shaking hands can contaminate the hands of another person who then touches their face, mouth, or nose.

Contact Transmission (Indirect) Occurs when the infectious agent is transferred from a contaminated surface or object to an individual who touches that surface and then touches their face, mouth, or nose. In the workplace, items handled by multiple employees (e.g., photocopy machines, computers, phones, and door handles) are likely routes of indirect contact transmission unless everyone practices good hand hygiene.

Contamination refers to the presence of bodily fluids either confirmed or suspected to contain SARS-CoV-2 viral particles on surfaces, personal protective equipment, in air, etc. It also refers to visible soiling of these same items with dirt, liquids, or other apparent grime.

Coronaviruses are a large family of viruses that are known to cause illness ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS). This family of viruses are known to originate in a range of animals.

Coronavirus Disease 2019 (COVID-19) is a respiratory illness that is caused by the new coronavirus, SARS-CoV-2; the disease is easily spread from person to person.

COVID-19 Case (Confirmed) A person with laboratory confirmation of COVID-19 infection, irrespective of clinical signs and symptoms.

COVID-19 Case (Probable) A.) A suspect case for whom testing for the COVID-19 virus is inconclusive. ORB.) A suspect case for whom testing could not be performed for any reason.

COVID-19 Case (Suspect)

A.) A patient with acute respiratory illness (fever and at least one sign/symptom of



respiratory disease, e.g., cough, shortness of breath), AND a history of travel to or residence in a location reporting community transmission of COVID-19 disease during the 14 days prior to symptom onset; OR

B.) A patient with any acute respiratory illness AND having been in contact with a confirmed or probable COVID-19 case in the last 14 days prior to symptom onset; OR

C.) A patient with severe acute respiratory illness (fever and at least one sign/symptom of respiratory disease, e.g., cough, shortness of breath; AND requiring hospitalization) AND in the absence of an alternative diagnosis that fully explains the clinical presentation.

Day Space is a vacant unit or secure area (e.g. community space) set up for one household to use at a time. Day spaces will be used during in-unit rehabilitation and relocation efforts.

Face Cover/Face Covering Any well-secured paper or cloth (like a bandana or scarf) that covers a wearer's mouth and nose to protect nearby personnel from the wearer's respiratory emissions such as large droplets, splashes, or sprays of bodily fluids. Face coverings are not surgical masks and are **not considered a respirator or a type of personal protective equipment**

Fever is medically defined by the United States Centers for Disease Control and Prevention (CDC) as a temperature of 100.4°F or higher. Some state and local authorities have established a lower numerical threshold; always utilize the most conservative number. Massachusetts has determined that a fever is a temperature greater than 100.3.3°F

Hierarchy of Controls are control measures used by occupational health and safety professionals to eliminate hazards including elimination (physically removing the hazard), substitution (replace the hazard), engineering controls (isolate the hazard from the employees or remove the hazard at the sources), administrative controls (change the way employees work), and personal protective equipment (providing equipment to protect employees). The idea behind the hierarchy is that when control measures are implemented in the order noted above (most effective to least effective) risk or injury can be substantially reduced with inherently safer systems.

Infectious Agent A pathogen that infiltrates the body.

Isolation means the separation of a person or group of people known or reasonably believed to be **infected with COVID-19 and potentially infectious** from those who are not infected to prevent spread of the communicable disease. Isolation for public health purposes may be voluntary or compelled by federal, state, or local public health order.

Mass Gathering is defined by the CDC as a planned or spontaneous event with a large number of people in attendance that could strain the planning and response resources of the community hosting the event.

Mucous Membrane A moist membrane lining all body passages that communicate with the air, such as the respiratory tract, eyes, nose, and mouth, etc. The fluid lining the membrane may contain infectious agents.

N95 Respirators are particulate filtering facepiece respirators designed to filter at least 95% of airborne particles but are not resistant to oil. N95 respirators are evaluated, tested, and



approved by the National Institute for Occupational Safety and Health (NIOSH).

OSHA is an acronym for the U.S. Occupational Safety and Health Administration.

Person Under Investigation (PUI) is defined as a person presenting with symptoms of COVID-19 and is under investigation and/or monitoring by public health officials.

Personal Protective Equipment (PPE) is equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses. These injuries and illnesses may result from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. It is the least effective of the recognized hazard control measures.

Prolonged Period is an extended time period, defined by the CDC as at least fifteen (15 minutes); while the CDC and the World Health Organization have not provided clarification on how to calculate this time, TMAM employees, clients, resident, vendors and contractors will measure this time period as cumulative time (i.e. within six feet with Person A for 5 minutes, then 10 minutes, will meet the definition of prolonged period).

Quarantine in general means the separation of a person or group of people reasonably believed to have been **exposed to SARS-CoV-2 but not yet symptomatic**, from others who have not been so exposed, to prevent the possible spread of the communicable disease.

SARS-CoV-2 is a new coronavirus that was first discovered in Wuhan, China following an investigation surrounding clusters of pneumonia cases; it is also known as the 2019 Novel Coronavirus. Scientists are still trying to determine how SARS-CoV-2 spread to people from a likely non-human reservoir.

Self - Monitoring means people should monitor themselves for fever by taking their temperatures twice a day and remain alert for cough or difficulty breathing. If they feel feverish or develop measured fever, cough, or difficulty breathing during the self-monitoring period, they should self-isolate, limit contact with others, and seek advice by telephone from a healthcare provider or their local health department to determine whether medical evaluation is needed.

Self- Observation means people should remain alert for subjective fever, cough, or difficulty breathing. If they feel feverish or develop cough or difficulty breathing during the self-observation period, they should take their temperature, self-isolate, limit contact with others, and seek advice by telephone from a healthcare provider or their local health department to determine whether medical evaluation is needed.

Social Distancing means remaining out of congregate settings, avoiding mass gatherings, and maintaining distance, at least (6) feet or two (2) meters, from others when possible. Staying at least six feet away from other people lessens the chances of COVID-19 infected droplets landing in the mouths or noses of people who are nearby or possibly being inhaled into the lungs.

Symptomatic Person is a person that is exhibiting symptoms related to a disease; in the case of COVID-19 and this plan, a symptomatic person has a **fever, cough, or difficulty breathing among others**; consult the [CDC's website](#) for the most recent list of COVID-19 symptoms .



WHO is an acronym for the World Health Organization.

#### 4. RESPONSIBILITIES

This program applies to all TMAM employees, clients, residents, contractors, and vendors that will participate in the resident relocation, case management and resident services efforts.

##### 4.1 TMAM Executives

- Ensure the COVID-19 response plan is successfully implemented and understood by all stakeholders.
- Ensure this plan is updated as needed to reflect the most current government agency information and guidance related to COVID-19 and public health (such as, but not limited to, information published by the CDC, WHO, and OSHA).
- Ensure Regional Property Managers and Community Managers refer to local and state guidelines to ensure compliance with their requirements and guidelines.
- Support Regional Property Managers, Community Managers and employees and discuss precautions being implemented prior to each project.
- Help ensure that exposure incidents are reported and assessed and recommended corrective actions are implemented.

##### 4.2 TMAM Regional Property Managers and Community Managers

- Review client's procedures, protocols, and requirements prior to site visits
- Ensure training is current and provide site and project - specific information to employees. Ensure employees have a strong understanding of this plan.
- Enforce the implementation of/ compliance with all parts of the COVID-19 response plan on specific sites/projects, including vendor and contractor compliance.
- Provide all necessary engineering controls, administrative controls, and personal protective equipment to employees in order to comply with the procedures and policies outlined in this plan.
- Help ensure that exposure incidents are reported and assessed and recommended corrective actions are implemented.

##### 4.3 All TMAM Employees

- Comply with the policies and procedures outlined in this plan.
- Evaluate each site and become familiar with all known job hazards and associated control methods prior to each work shift.
- Notify your Supervisor immediately if a worker had close, prolonged contact with a person displaying COVID-19 symptoms (with or without laboratory confirmation), or a person with laboratory-confirmed COVID-19. AND was present at a property/site within 14 days of the exposure.



- Be vigilant at offices, client sites and travel in-between and implement measures to minimize transmission and risk of exposure.
- Ensure all required PPE is in safe working condition.
- Complete COV ID-19 specific training.

#### **4.4 Clients**

- Comply with the policies and procedures outlined in this plan.

#### **4.5 Residents**

- Comply with the policies and procedures outlined in this plan.

#### **4.6 Vendors/Contractors**

- Comply with the policies and procedures outlined in this plan.
- Provide TMAM a copy of their COVID-19 plan for review and approval. The plan should meet or exceed the specified guidelines in this plan.
- Provide TMAM with documentation that all employees who are expected to work at or visit the site have reviewed this program and have completed COVID-19 specific training.
- Ensure they are familiar with any potential risk of COV ID-19 exposure at the worksite prior to each work shift.
- Direct their employees to contact their direct Supervisor and a TMAM representative/contact person immediately if they or another worker had close , prolonged contact with a person displaying COVID-19 symptoms (with or without laboratory confirmation), or a person with laboratory-confirmed COVID-19 AND was present on a property/site within 14 days of the exposure .

## **5. EXPOSURE DETERMINATION**

### **5.1 COVID-19 Symptoms**

People with COVID-19 have had a wide range of symptoms reported, ranging from mild to severe. It is important to check CDC's website frequently, for the most current list of signs and symptoms of the disease (see link below). Symptoms may appear 2-14 days after exposure and include:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat



- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Emergency warning signs for COVID-19 include, but not limited to:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

The following link will take you to the CDC webpage describing signs and symptoms: [CDC : Symptoms of COV ID-19](#)

Appendix A contains resources for employees to learn more about COVID-19 symptoms and how to manage symptoms at home.

## **5.1 At Risk Population**

Some people may be at higher risk for more serious complications from COVID-19, these groups include:

- Older adults - defined by WHO as people over 60 years old and defined by the CDC as people 65 years and older.
- People with underlying medical condition of any age, such as:
  - Blood disorders (e.g., sickle cell disease or on blood thinners).
  - Chronic kidney disease as defined by your doctor. Patients have been told to avoid or reduce the dose of medications because of kidney disease, or are undertreatment for kidney disease, including receiving dialysis.
  - Chronic liver disease as defined by your doctor (e.g., cirrhosis, chronic hepatitis). Patients have been told to avoid or reduce the dose of medications because of liver disease or are under treatment for liver disease.
  - Compromised immune system (immunosuppression) (e.g., seeing a doctor for cancer and treatment such as chemotherapy or radiation, receiving an organ or bone marrow transplant, taking high doses of corticosteroids or other immunosuppressant medications, HIV or AIDS).
  - Current or recent pregnancy in the last two weeks.
  - Endocrine disorders (e.g., diabetes mellitus).





- Heart disease such as congenital heart disease, congestive heart failure and coronary artery disease.
- Lung disease including asthma or chronic obstructive pulmonary disease (chronic bronchitis or emphysema) or other chronic conditions associated with impaired lung function or that require home oxygen.
- Metabolic disorders such as inherited metabolic disorders and mitochondrial disorders.
- Neurological and neurologic and neurodevelopment conditions including disorders of the brain, spinal cord, peripheral nerve, and muscle such as cerebral palsy, epilepsy (seizure disorders), stroke, intellectual disability, moderate to severe developmental delay, muscular dystrophy, or spinal cord injury.

## **5.2 How COVID-19 Spreads**

### **5.2.1 Person to Person**

The virus is thought to spread mainly from person-to-person.

- Between people who are in close contact with one another; within six (6) feet.
- Through respiratory droplets produced when an infected person talks, coughs or sneezes. These droplets can contact the mucous membranes of people who are nearby through direct contact

While some person-to-person spread might be possible before the infected person shows symptoms (e.g. asymptomatic infected person), people are thought to be most contagious when they are most symptomatic (i.e. the sickest).

### **5.2.2 Contact with Contaminated Surfaces**

The virus may also spread indirectly by a person touching a surface contaminated with infected droplets, and then touching their eyes, mouth, or nose. This second route of contamination is not thought to be the main way the virus is spread.

### **5.2.3 Virus Transmission**

How easily a virus spreads from person-to-person can vary. Some viruses are highly contagious (spread easily), like measles, while other viruses do not spread as easily. Another factor is whether the spread is sustained (spreading continually without stopping).

SARS-CoV-2 seems to be spreading easily and sustainably in the community in some affected geographic areas by "community spread". Community spread means people have been infected with the virus in an area, including some who are not sure how or where they became infected, i.e. they have no knowledge of contact with an infected individual.

## **5.3 Surface and Air Survivability**

Scientists believe that SARS-CoV-2 can survive on inanimate surfaces like metal, glass, or plastic for up to seven days; Reference (2) (3). Recent studies have also suggested that SARS-



CoV-2 can remain infective as an aerosol (produces droplets in the air) for at least three hours, though some aerosol physicists argue for much longer estimates. Reference (4) (5).

*Because this is a new virus, there are still uncertainties about its transmission, health risks, and other characteristics. More information will become available as the outbreak and investigations continue.*

#### **5.4 Sources of SARS-CoV-2 Exposure**

Two main sources of SARS-CoV-2 exposure include:

- Prolonged close contact with employees, clients, residents, vendors, and/or contractors
- High touch points at TMAM offices and resident sites (i.e. doorknobs, railings, faucets, toilets, keyboards, mouses).

#### **5.5 Worker Exposure Risk Category**

Worker risk of occupational exposure to SARS-CoV-2 during an outbreak varies, depending on the industry type, need for contact within six (6) feet of people known to be, or suspected of being, infected with SARS-CoV-2, or requirement for repeated or extended contact with persons known to be, or suspected of being, infected with SARS-CoV-2.

The Occupational Safety and Health Administration (OSHA) has divided job tasks into four risk exposure levels: very high, high, medium, and lower risk. OSHA's Occupational Risk Pyramid below shows the four exposure risk levels in the shape of a pyramid to represent distribution of risk; shows most American workers falling into the lower exposure risk (caution) and medium exposure risk levels.



**Figure 1. OSHA's Occupational Risk Pyramid for COVID-19**

Based on the likelihood for exposure to known or suspected sources of SARS-CoV-2, TMAM employees will typically fall in the lower exposure risk (caution) and medium risk exposure levels.



### Lower Exposure Risk (Caution)

Lower exposure risk (caution) jobs are those that do not require contact with people known to be, or suspected of being, infected with SARS-CoV-2 nor frequent close contact with; such as within six (6) feet the general public. Workers in this category have minimal occupational contact with the public and other coworkers.

### Medium Exposure Risk

Medium exposure risk jobs include those that require frequent and/or close contact with, such as within six (6) feet of, people who may be infected with SARS-CoV-2, but who are not known or suspected COVID-19 patients. In areas where there is ongoing community transmission, workers in this category may have contact with the general public (e.g., in schools, high-population-density work environments, and some high-volume retail settings).

### High Exposure Risk

High exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19. Workers in this category include:

- Healthcare delivery and support staff (e.g., doctors, nurses, and other hospital staff who must enter patients' rooms) exposed to known or suspected COVID-19 patients.
- Medical transport workers (e.g., ambulance vehicle operators) moving known or suspected COVID-19 patients in enclosed vehicles.
- Mortuary workers involved in preparing bodies of people known to have or suspected of having COVID-19 at the time of death.

### Very High Exposure Risk

Very high exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19 during specific medical, postmortem, or laboratory procedures. Workers in this category include:

- Healthcare workers (e.g., doctors, nurses, dentists, paramedics, emergency medical technicians) performing aerosol-generating procedures (e.g., intubation, cough induction procedures, bronchoscopies, some dental procedures and exams, or invasive specimen collection) on known or suspected COVID-19 patients.
- Healthcare or laboratory personnel collecting or handling specimens from known or suspected COVID-19 patients (e.g., manipulating cultures from known or suspected COVID-19 patients).
- Morgue workers performing autopsies, which generally involve aerosol-generating procedures, on the bodies of people who are known to have, or suspected of having, COVID-19 at the time of their death.



## 6. SPREAD AND TRANSMISSION CONTROL

### 6.1.1 Elimination – Removal of the Hazard

#### 6.1.1.1 Stay at Home Policy

To reduce the spread of COVID-19, employees who are sick, or were potentially exposed to COVID-19, must stay home, and contact their Supervisor before returning to work.

Employees must not come into work and shall contact their Supervisor if:

- Experiencing any COVID-19 symptom.
- Awaiting results of a COVID-19 test.
- Suspect they have COVID-19.
- Someone in their household has or is suspected of having COVID-19.
- They have come in contact with someone who has, or is suspected of having, COVID-19.

#### 6.1.1.2 Temperature Screening and Questionnaire

To mitigate the risk of transmission of COVID-19 in the workplace, TMAM employees, clients, residents, vendors, and subcontractors are required to perform self-temperature screening, prior to leaving their home. Anyone having a temperature of 100.3°F (38.0°C) or greater should not come to an TMAM office.

### Engineering Controls – Isolate the Hazard from the Employee

#### 6.1.1.3 Ventilation

- Where applicable, ventilation rates and quantity of outdoor fresh air will be increased as appropriate. Consult with building managers on ventilation system capabilities.
- Disable demand-control ventilation (DCV) controls that reduce air supply based on temperature or occupancy.
- The filtration system in the ventilation system will operate with the highest efficiency filters possible; preferably with a minimum efficiency reporting value (MERV) rating of 13 or higher.
- When feasible, open office windows to the outdoors.
- Consider stand-alone portable HEPA filtration units in high occupancy /high traffic areas (such as building entryways).

#### 6.1.1.4 Physical Barriers

- Modify or adjust seats, furniture, or workstations to maintain social distancing of 6 feet between employees.
  - Install transparent shields or other physical barriers where possible to separate employees and visitors where social distancing is not an option.
  - Arrange reception or other communal seating area chairs by turning, draping (covering chair with tape or fabric so seats cannot be used), spacing, or removing chairs to maintain social distancing.



- Use methods to physically separate employees in all areas of the facilities including work areas and other areas such as meeting rooms, break rooms, parking lots, entrance and exit areas, and locker rooms.
  - Use signs, tape marks, or other visual cues such as decals or colored tape on the floor, placed 6 feet apart, to indicate where to stand when physical barriers are not possible.
  - Replace high-touch communal items, such as coffee pots, water coolers, and bulk snacks, with alternatives such as pre-packaged, single-serving items.

### **6.1.2 Administrative Controls – Change the Way(s) Employees Work**

All employees should monitor public health communications about COVID-19 recommendations by frequently checking the CDC COVID-19 website: [www.cdc.gov/coronavirus/ 2019-ncov](http://www.cdc.gov/coronavirus/2019-ncov) . Any employee displaying symptoms of COVID-19 or otherwise feeling unwell should stay home. If an employee develops symptoms of COVID-19 during the workday, they should contact human resources, head home and should be counseled to contact their medical provider.

#### **6.1.2.1 Personal Hygiene**

TMAM employees will be proactive by practicing good personal hygiene, specifically by ensuring hands are effectively washed at the appropriate times. Hands should be washed with soap and water for at least 20 seconds when visibly soiled, before eating, after using the restroom, and after contact with high-touch surfaces .

Appendix D illustrates the appropriate means and methods for effectively washing hands. When access to soap and water is limited, using an alcohol-based hand sanitizer containing at least 60% ethanol or 70% isopropanol can be an interim substitute:

- Apply product to the palm of one hand.
- Rub hands together.
- Rub the product over all surfaces of hands and fingers until hands are dry.
- When water and soap become available, wash your hands.

To the extent possible, avoid touching high-touch surfaces in public places such as door handles . Avoid personal contact such as handshaking, etc. Use a tissue or your sleeve to cover your hand or finger if you must touch something. Avoid touching your face, including the mucous membranes of the nose, eyes, etc.

#### **6.1.2.2 Physical Separation**

To the extent possible, the following measures will be taken in each office TMAM:

- Individuals will not enter a doored office or workstation occupied by another without a face covering.
- If formal meetings are required within an office, online meeting platforms like Zoom will be used to facilitate the meeting.
- For other communication needs within an office , employees will utilize in-



office phone services and/or online platforms.

- Employees will be encouraged to not linger or socialize in common areas such as kitchens, lobbies, or conference rooms.
- Employees will not use crowded elevators. If maintaining at least six feet of distance between each elevator user is not feasible, the employee will wait for the next car, or take the stairs. Wash hands or use hand sanitizer after using an elevator, or touching doorknobs, handles or exit bars. Where appropriate and applicable, working from home will be encouraged depending on project needs. This will be arranged on a case-by-case basis.

### **6.1.2.3 Cleaning and Disinfection**

Further information on cleaning and disinfection are provided in Section 7.0 below.

- Appropriate cleaning/disinfecting supplies will be provided to employees to utilize before/after use of common spaces and contact with high touch surfaces (i.e. doorknobs, railings, faucets, copiers, printers, fax machines, keyboards, mouse, refrigerators, microwaves, etc.).
- Employees are responsible for cleaning/disinfecting bathroom surfaces before/after use.

### **6.1.3 Personal Protective Equipment (PPE) – Equipment Provided to Employees to Reduce Hazards**

All PPE requirements established via a job hazard assessment before the COVID-19 pandemic remain in effect, unless otherwise instructed.

- All employees must take everyday precautions to reduce the risk of getting sick:
  - Avoid close contact with people who are sick.
  - Wash your hands often with soap and (warm or cold) water for at least 20 seconds. See Appendix D for proper handwashing technique.
    - Before eating lunch
    - Before smoking or use of e-cigarettes
    - After using the bathroom
    - After blowing your nose, coughing, or sneezing
    - After using shared equipment, tools, surfaces, etc.
  - If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol (ethanol or isopropyl).
    - NOTE: Hand sanitizer is less effective if hands are visibly dirty.
  - To the extent possible, avoid touching high-touch surfaces in public places such as door handles, handrails, handshaking with people, etc. Use a tissue or your sleeve to cover your hand or finger if you must touch something.
  - Avoid touching your face, nose, eyes, etc.
  - Avoid all non-essential travel including plane trips.



- Clean and disinfect workspaces and work materials by following guidance outlined in Section 7. Cleaning and Disinfection.
- Do not share group food (e.g. shared sandwich trays, donuts, etc.)

Additional guidance for construction contractors can be found in Appendix F.

Additional guidance for moving contractors can be found in Appendix G.

#### **6.2.1.1 Relocation of Residents**

The plan for in-unit rehab will depend upon the campaign, the schedule, and the duration of in-unit work. All sections of this response plan must be followed as applicable.

##### Day Relocation for Occupied Residence Rehabs

At a minimum, the procedure for relocation during occupied residence rehabs will include the following:

- Resident(s) will have access to a day space, where they must spend their day until the work-shift (larger projects) or the rehab is complete. Residents are free to make their own arrangements outside of the day space and building during construction but must leave their residence.
- Day spaces will be cleaned and disinfected before and after each use by a third-party vendor. The vendor will use cleaning products and methods outlined in this plan. Upon completion of the cleaning, the vendor will fill out the TMAM COVID-19 Clean Unit Certification form and submit to TMAM.
- Day spaces shall not be shared by members of multiple residences.
- In cases where day spaces are not available, TMAM will utilize local hotels to provide day spaces. Brand name hotels should be selected and the TMAM Regional Property Manager should discuss the hotels cleaning and disinfection plan with a hotel manager. Additionally, TMAM should request the following when setting up a hotel before a resident enters the room:
  - Information on whether any employees have had confirmed, probable, or suspected cases of COVID-19
  - All moveable/unnecessary soft/porous surfaces (e.g. throw pillows, couches, chairs) and multi-use items such as coffee makers should be removed
  - Single use soaps, shampoo and toiletries should be provided
  - Confirm that check-in/check-out can be done contact free
- Contractors working in units will be required to comply with all the guidelines outlined in this plan.
- Upon completion of the work-shift (larger projects) or the rehab, all impacted areas of the residence will be cleaned and disinfected in accordance with this plan by TMAM's third-party vendor. Upon completion of the cleaning, the vendor will fill out the TMAM COVID-19 Clean Unit Certification form and submit to TMAM.
- Additional information for residents regarding day location occupied rehabs is provided in Appendix H.





### Day Relocation for Relocation Efforts

Guidelines for day spaces during relocation efforts are noted above. Additional information on steps parties should take before, during and after relocation are outlined in Appendix H.

#### **6.2.1.2 Face Coverings**

Face coverings are not considered to be PPE, but are meant to help keep large particle droplets, splashes, sprays, or splatter that may contain germs (viruses and bacteria) from others and from workspace surfaces.

Based on the vulnerability of some of the resident population at client sites, face coverings should be worn while inside all client sites and private residences. Reusable face coverings should be properly cleaned every day. Disposable face coverings should be discarded at the end of the day. Information on how to properly make and maintain a face covering can be found at the following CDC link: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-cove-rings.html>.

Proper use of a Face Covering:

- Wash your hands with soap and water before putting on the face covering.
- Cover your mouth and nose with the face covering, making sure there are no gaps between it and your face . If the face covering has a bendable metal nosepiece , bend the piece to fit over your nose.
- Avoid touching the surface of the face covering. If you remove the face covering, store it in a manner that avoids cross-contamination (e.g. in a paper lunch bag)
- Discard disposable face coverings immediately after using .
- Wash hands after removing face covering.
- Clean/Disinfect cloth face coverings daily or dispose of paper masks.

#### **6.2.2 Personal Protective Equipment (PPE) – Equipment Provided to Employees to Reduce Hazards**

Each employee should have their own safety glasses, gloves, etc., labeled with their name. Reusable PPE must be user labeled and disinfected by the user prior and at the end of each use and must not be shared. Disposable PPE should be discarded pre TMAM policies and manufacturer's guidance.

##### Gloves

Gloves (reusable or disposable) are required for the following work tasks:

- Operations or tasks where tool and/or parts sharing takes place (e.g. relocation activities using dollies, handcarts, moving furniture)

If using reusable gloves, the user must clean and disinfect them in between contacts, and frequently throughout the work shift using hand hygiene practices.

If using disposable gloves, refer to Appendix I for the CDC's guidelines on removing gloves

##### Eye Protection

Eye protection (e.g. goggles or face shields) should be used when social distancing rules cannot be followed . Eye protection must be cleaned and disinfected at the end of the work shift.





### Respiratory Protection

Respiratory protection equipment must be donned during completion of any task where it was previously required (e.g. concrete cutting, drywall sanding) based on OSHA regulations or exposure assessment information.

## 7. CLEANING AND DISINFECTION

### 7.1 TMAM Offices

It is not known how long the SARS-CoV-2 virus can survive outside of a human host. But it is known that the virus is susceptible to disinfectants. Perform targeted cleaning and disinfection of frequently touched hard, non-porous surfaces, such as elevator buttons, doorknobs, light switches, handrails, appliances, counter tops, drawer pulls, tables, sinks, faucet and toilet handles, drinking fountains, push plates, phones, keyboards, tablets, keys and remote controls.

The following procedures for handling, cleaning and disinfecting surfaces will help protect employees from exposure.

All employees are responsible for cleaning and disinfecting items they personally handle PRIOR TO AND AT THE END OF EACH USE using the procedures outlined in this section and cleaning and disinfection products. Approved disinfectants must be selected from the U.S. EPA's list of disinfectants approved for use against SARS-CoV-2. This list is updated frequently. See: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>

#### **The following cleaning procedures will be followed:**

- Ventilate the area. Clean frequently touched surfaces routinely, wearing disposable gloves, using soap and water.
- Then, use EPA-registered household disinfectant, using the personal protective equipment recommended by the manufacturer on the Safety Data Sheet and following the instructions on the label to ensure safe and effective use of the product. Many products recommend keeping surface wet for a specified period of time (see product label).
- For soft surfaces such as carpeted floor, rugs, and drapes, clean the surface using soap and water or with cleaners appropriate for use on these surfaces. Launder items (if possible) according to the manufacturer's instructions. Use the warmest appropriate water setting and dry items completely.
- For electronics, such as tablets, touch screens, keyboards, consider putting a wipeable cover on them, and clean frequently using alcohol-based wipes or sprays containing at least 70% alcohol. Dry surface thoroughly. If the electronic equipment does not have a wipeable cover, follow manufacturer's instruction for cleaning and disinfecting. If there is no guidance from the manufacturer, use alcohol-based wipes or sprays containing at least 70% alcohol. Dry surface thoroughly. Clean hands thoroughly after removing and discarding gloves.

### 7.2 Properties/Sites

To ensure cleaning products are safe for all building occupants, including those described in section 5.2 At Risk Population, the following guidelines must be followed when cleaning at client sites or in residences.



- Maximize ventilation with outside air during and after cleaning and prior to daily building occupancy. Open windows and doors as necessary to supplement mechanical ventilation.
- Consider using cleaning products certified by Green Seal Standards for Industrial and Institutional Cleaners, GS-37, and GS-53. These products have been evaluated for performance and use in areas where there are vulnerable populations, such as insenior housing. GreenSeal cleaners can be found [here](#).
- If spray products are used, consider limiting their use to cleaning and disinfecting unoccupied areas.
- Preferably use HEPA vacuums for cleaning .
- If label allows , apply disinfectant (after mixing with water as label directs) onto a microfiber cloth to wipe surfaces.
- Dilute cleaning and disinfectant products as appropriate for application.
- Disinfect areas only as often as necessary or required.
- Allow disinfectant to remain wet on surfaces for contact time for enveloped viruses (like SARS-CoV-2) stated by manufacturer, to properly disinfect.
- Consider wet wiping surface with clean microfiber cloth and water to remove residual disinfectant from surface.
- Direct cleaning personnel to wear personal protective equipment as required by the manufacturer and noted on the safety data sheets.
- When cleaning resident non-porous flooring, use a split bucket system, with the cleaning solution on one side and the rinse water on the other. Dilute the cleaning solution in the bucket (or, preferably , use a dilution dispenser). Mop using a microfiber mop head until the floor appears clean. Bathroom floors should be mopped last. Rinse. Place used microfiber mop head in a container for laundering. Use a clean microfiber mop head for each residence. Most floors can be cleaned and do not need to be disinfected, unless it is required by licensing regulations, or there has been evidence of illness in the unit.

### Disinfection Products

EPA's current [list](#) of recommended disinfectants for use against SARS-CoV-2 contains over 400 products. EPA has developed a tool to assist in selection of the appropriate disinfectant, [here](#).

Functionally, disinfectants are designed to destroy or irreversibly inactivate infectious agents, and as such, none are inherently harmless. However, some disinfectants are particularly problematic for asthmatics. For residential buildings where the impact of disinfectant use on the at-risk population is to be minimized, avoid disinfectants containing bleach (sodium hypochlorite) , quaternary ammonium compounds (benzalkonium chlorides), peroxyacetic acid (peracetic acid), and glutaraldehyde <sup>1</sup>.



Select products containing disinfectant chemicals known to be less hazardous to human health. These ingredients include:

- Hydrogen Peroxide
- Citric Acid
- Lactic Acid
- Ethyl Alcohol (ethanol)
- Isopropyl Alcohol
- Sodium Bisulfate

EPA's list of recommended disinfectants currently includes several products which are formulated with these safer active ingredients. It is recommended that the products listed in Table 1 be considered, when disinfection is required and minimal impact on the at-risk population in residential buildings is desired.

**Table 1. EPA List of Recommended Disinfectants for Use Against SARS-CoV-2 with Safer Ingredients (Focusing on Commonly Available Products, List is Not Comprehensive)  
(current as of 6/2/2020)**

<b>EPA List N Disinfectant</b>	<b>EPA Registration No.</b>	<b>Contact Time Required (in minutes)</b>
Clorox Commercial Solutions Hydrogen Peroxide Disinfecting Cleaner and Clorox Healthcare Hydrogen Peroxide Cleaner Disinfectant	67619-24	1
Clorox Commercial Solutions® Hydrogen Peroxide Cleaner Disinfectant Wipes and Clorox Healthcare Hydrogen Peroxide Cleaner Disinfectant Wipes	67619-25	2
Diversey's Alpha HP Multi-Surface Disinfectant Cleaner registered under the name Phato 1:64 Disinfectant Cleaner	70627-62	5
Diversey's Oxivir Five 16 (registered under the name Oxy-Team Disinfectant)	70627-58	5
Diversey's Oxivir TB Ready-to-Use Liquid	70627-56	1
Diversey's Oxivir Wipes	70627-60	1
Ecolab's Peroxide Disinfectant and Glass Cleaner RTU	1677-251	0.75
Ecolab's Peroxide Multi Surface Cleaner and Disinfectant	1677-238	2
EnviroX Critical Care (Registered under the name Axen(R) 30)	72977-3	3
GOJO Industries PURELL Multi-Surface Disinfecting Cleaner, PURELL Multi Surface Disinfectant and PURELL Professional Surface Disinfectant (registered under the name URTHPro)	84368-1	1
GOJO Industries PURELL Professional Surface Disinfecting Wipes	84150-1	5
Lysol Disinfecting Bathroom Cleaner	675-55	5



EPA List N Disinfectant	EPA Registration No.	Contact Time Required (in minutes)
Reckitt Benckiser, LLC's Angel	777-126	10
Virox Technologies, Inc.'s Accel 5 RTU	74559-8	5
Wexford Labs, Inc.'s Cleancide	34810-35	5
Wexford Labs, Inc.'s Wexford Disinfectant Wipes	34810-37	5

### 7.2.1 Cleaning and Disinfection of Units During Occupied Rehabs

TMAM employees will instruct residents to complete the following tasks before any work activities are begun:

- Complete trash and inventory forms per TMAM guidelines.
- Place valuables (medicine, cash, etc.) in the bag provided. TMAM will assist residents or utilize a 3<sup>rd</sup> party relocation vendor, as needed, in moving their valuables and other selected items to the day space and provide companionship as needed.
- Prior to leaving their unit, and consistent with CDC guidelines, the resident will perform hand hygiene and don a cloth face covering or facemask.
- When applicable, during transfer to the day unit, the resident will limit movement (go directly to the day unit) and perform social distancing (stay at least 6 feet away from others).
- The resident will use an elevator dedicated to residents-only, waiting apart from others until there will be no more than one other person on the elevator.
- The resident will occupy the day space unit during the entirety of the move and post cleaning of their new unit.
- If able, the resident will clean the high touch surfaces in the day space before and after use, with the cleaning products provided.

The day space unit will have been vacant for a minimum of one hour after it is cleaned and disinfected by a cleaning company contracted by TMAM using the CDC recommended cleaning and disinfecting protocol. The cleaning company will have completed the TMAM COVID Cleaning Certification Form with the times indicated, so that completeness of the cleaning/disinfection procedures and the 1-hour minimum dwell time have been documented.

### 7.2.2 Cleaning and Disinfection for Units During Relocation

After construction activities are complete and before a unit is moved into, the TMAM third-party vendor will clean and disinfect the unit using the current CDC protocols and applicable State/local guidelines.



### **7.2.2.1 Hand Tools**

The following procedure will be followed by employees handling and using tools:

- All employees are responsible for cleaning and disinfecting the tools, equipment, and materials they bring into the residence initially. If tools leave the residence they must be cleaned once again before being brought back into the residence.
- Employees shall wash their hands or use a proper hand sanitizer before and after use to help prevent contamination.
- Employees shall clean tools before and after use each day with mild soap, using a clean damp cloth, and washed off and dried. If the tool(s) has left the unit being renovated, it must be disinfected prior to bringing it back into the unit. Note that certain cleaning agents and solvents are harmful to plastics and other insulated parts and should not be used.
- The following steps are to be used at the end of the work shift, prior to vacating the unit.
  - Clean all tools with a mild soap and damp cloth, and rinse with water, and dry. If tools are to leave the site decontaminate with an EPA List N disinfectant listed in Table 1 following the manufacturer's instructions.
  - Avoid touching skin and immediately wash hands after this process.
- Once tools are cleaned, proceed to clean all surfaces in the affected areas of the apartment unit. First gross clean to minimize dust, for example by using microfiber broom. Once gross debris removed, use a HEPA vacuum with clean brush attachment to clean any impacted soft surfaces such as carpets.

### **7.2.3 Cleaning and Disinfection of Hotel Rooms**

Whether hotel rooms are used as day spaces or for extended stays, TMAM will provide residents with an appropriate EPA approved disinfectant to wipe down all high touch surfaces inside the hotel room. TMAM will also get verification from a hotel representative that all bedding, towels, and washcloths have been cleaned before a resident enters the room.

## **8. EXPOSURE INCIDENT**

### **8.1 Identification and Response Measures for Symptomatic Person Exposure**

With growing numbers of COVID-19 infections in the United States and sustained transmission occurring in some communities, it is essential that all parties take swift, respectable, and appropriate actions to identify and respond to incidents involving contact with a person displaying COVID-19 related symptoms (with or without laboratory testing) and minimize risk of disease spread.

In the event a TMAM employee, client, resident, vendor or subcontractor comes in close contact with a person displaying COVID-19 related symptoms (with or without laboratory testing), the TMAM Regional Property Manager must initiate exposure incident notifications and investigation as outlined in Section 8. Exposure Incident.



## **8.2 Incidental Initial Actions and Notifications**

In the event an employee, client, resident, vendor or subcontractor is exposed to a person with possible, suspected, or confirmed COVID-19 or a SARS-CoV-2 contaminated surface, prompt actions must be taken by the individual and the TMAM Regional Property Manager to ensure the protection of other parties. Examples of an exposure incident includes, but not limited to:

- Employee, contractor, or vendor has close (<6 feet) and prolonged (at least 15 minutes) contact with a person with COVID-19 symptoms with or without laboratory confirmed COVID-19, or with an asymptomatic person with laboratory-confirmed COVID-19.
- Employee develops COVID-19 symptoms within 14 days of being on the worksite and had close, prolonged contact with a resident, client, vendor, or another employee.
- Subcontractor comes into contact with a symptomatic person on the worksite. Subcontractor develops COVID-19 symptoms while at the worksite or within 14 days of being on the worksite

### **8.2.1 Employee with COVID-19 Related Symptoms at Work**

- Employee displaying symptoms of COVID-19 or otherwise feeling unwell during the workday should isolate from other employees and arrangements be made for their safe transport home.
- Employee should contact their healthcare provider for medical advice.
- The employee will notify their Supervisor as soon as practicable (ideally within 60 minutes of incident) to report the incident and obtain recommended response and follow-up actions.
- The Regional Property Manager will work with the appropriate TMAM Executive to ensure all preventative measures (i.e. isolation, quarantine, etc.) are implemented as per risk assessment flowchart in Appendix J.
- The Regional Property Manager will work with the appropriate TMAM Executive to complete the exposure incident form (Appendix K); this can be completed over the telephone to minimize exposure to symptomatic employee.

### **8.2.2 Employee with COVID-19 Related Symptoms Outside of Work**

- Employee displaying symptoms of COVID-19 or otherwise feeling unwell should stay home.
- Employee should contact their healthcare provider for medical advice.
- Employee must contact and inform their Supervisor as soon as practicable.
- The Regional Property Manager will work with the appropriate TMAM Executive to ensure all preventative measures (i.e. isolation, quarantine, etc.) are implemented as per risk assessment flowchart in Appendix J.



- Regional Property Manager will work with the TMAM Executive to complete the exposure incident form (Appendix K); this can be completed over the telephone to minimize exposure to symptomatic employee.

### **8.2.3 Employee Receives Positive COVID-19 Test Result While at Work (with or without symptoms)**

- Employee must be separated from other employees and clients and arrangements be made for their safe transport home .
- Employee must contact their healthcare provider for medical advice.
- The employee will notify their Supervisor as soon as practicable (ideally within 60 minutes of incident) to report the incident and obtain recommended response and follow-up actions. The Risk Assessment Flow Chart (Appendix I) should be utilized at this time as a job aid.
- The Supervisor will inform **HR** as soon as practicable (ideally within 60 minutes of being notified) to ensure all control measures (i.e. isolation , quarantine, etc.) are implemented in accordance with the most recent CDC guidance.

### **8.2.4 Employee Receives Positive COVID-19 Test Results While Outside of Work (with or without symptoms)**

- Employee must stay home.
- Employee must contact their healthcare provider for medical advice.
- The employee will notify their Supervisor as soon as practicable (ideally within 60 minutes of incident) to report the incident and obtain recommended response and follow-up actions. The Risk Assessment Flow Chart (Appendix I) should be utilized at this time as a job aid.
- The Supervisor will inform **HR** as soon as practicable (ideally within 60 minutes of being notified) to ensure all control measures (i.e. isolation, quarantine, etc.) are implemented in accordance with the most recent CDC guidance.
- The exposure incident form will be submitted to HR for review
- HR and TM Executives/Vice Presidents or their designee will conduct a follow-up exposure assessment to identify and track any close contacts associated with the exposure incident. All Parties employees identified as close contacts will be notified and receive appropriate guidance within 24 hours of exposure assessment completion.

### **8.2.5 Employee, Client, Resident, Vendor or Subcontractor Came into Contact with a Known or Potential SARS-CoV-2 Source**

- Employee should contact their healthcare provider for medical advice.





- Employee must contact and inform Supervisor as soon as practicable.
- The Regional Property Manager must contact the appropriate TMAM Executive as soon as practicable (ideally within 60 minutes of incident) to report the incident and obtain recommended response and follow-up actions.
- The Regional Property Manager will work with the appropriate TMAM Executive to ensure all preventative measures (i.e. isolation , quarantine , etc.) are implemented as per risk assessment flowchart in Appendix J.

For all the scenarios outlined above, the Regional Property Manager will work with the appropriate TMAM Executive/Vice President to complete the exposure incident form (Appendix K); this can be completed over the telephone to minimize exposure to symptomatic employee . The exposure incident form will be submitted to HR for review. HR and TMAM Executives/Vice President or their designee will conduct a follow-up exposure assessment to identify and track any close contacts associated with the exposure incident. All parties identified as close contacts will be notified and receive appropriate guidance within 24 hours of exposure assessment completion.

### **8.3 Returning to Work After Having COVID-19 or COVID-19 Symptoms**

Any employee that has been quarantined or asked to self-isolate, for any reason, will be required to complete the Return to Work Questionnaire located in Appendix L.

*Symptom-based strategy.* Exclude from work until:

- At least 3 days (72 hours) have passed *since recovery* defined as resolution of fever without the use of fever-reducing medications, and
- Other symptoms have improved (for example, when your cough or shortness of breath have improved), and
- At least 10 days have passed *since symptoms first appeared*.

*Test-based strategy.* Exclude from work until:

- *Resolution of fever without the use of fever-reducing medications, and*
- *Other symptoms have improved (for example, when your cough or shortness of breath have improved), and Negative results of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV-2 RNA from at least two consecutive respiratory specimens collected 24 hours apart (total of two negative specimens)*

### **8.4 Returning to Work After Having NO COVID-19 Symptoms but Tested Positive for COVID-19**

As per CDC guidance, an employee may return to work so long as at least one of the options below are satisfied.

*Time-based strategy.* Exclude from work until:





- At least 10 days have passed since the date of their first positive COVID-19 diagnostic test assuming they have not subsequently developed symptoms since their positive test.
- Continue to have no symptoms since the test. If they develop symptoms, then follow instructions in Section 8.3.

*Test-based strategy. Exclude from work until:*

- *Negative results of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV-2 RNA from at least two consecutive respiratory specimens collected 24 hours apart (total of two negative specimens)*

### **8.5 Returning to work if living in the same household or an intimate partner of a symptomatic person with COVID-19 (with or without laboratory testing)**

This guidance conservatively **assumes that employee is asymptomatic**

As per CDC guidance, an employee may return to work when they have completed the following criteria:

- Has been symptom free for at least 14 consecutive days after the last date of exposure.
  - The "last date of exposure" can be reasonably defined as the date the person the employee resides with who had COVID-19 was released from Public Health Orders or isolation, i.e. they could return to work and meet the [CDC's criteria for discontinuing home isolation](#) .

### **8.6 Returning to work after being quarantined based on close contact with a person who had COVID-19 symptoms and/or tested positive for COVID-19.**

This guidance conservatively **assumes that employee is asymptomatic**

As per CDC guidance, an employee may return to work when they have completed the following criteria:

- Has been symptom free for at least 14 consecutive days after the last date of exposure (i.e. last date of interaction with person who had COVID-19 symptoms and/or tested positive for COVID-19).

**Exception:** In the event an employee receives a non-coronavirus diagnosis from their healthcare provider, this guidance is not applicable.

The following link will take you to the CDC website where these measures will be updated as new information is available: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>

## **9.MEDICAL CONFIDENTIALITY**

### **9.1 Equal Employment Opportunity Commission (EEOC)**

The Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability, perceived disability, or association with a person with a disability. The ADA establishes rules about medical examinations and inquiries. TMAM will ensure reasonable accommodation is provided, so long as it does not interfere with or prevent employers from following the



guidelines and suggestions made by the CDC about steps employers should take regarding COVID-19.

The EEOC revised the "Pandemic Preparedness in the Workplace and the Americans with Disabilities Act" publication on March 21, 2020 to address its application to COVID-19; this document can be accessed at [https://www.eeoc.gov/facts/pandemic\\_flu.htm\\_1](https://www.eeoc.gov/facts/pandemic_flu.htm_1). It is suggested that the EEOC website be checked regularly for the latest guidance.

## **9.2 Health Insurance Portability and Accountability Act (HIPAA)**

AS COVID-19 outbreak imposes additional challenges on health care providers. Often questions arise about the ability of entities covered by the HIPAA regulations to share information, including with friends and family, public health officials, and emergency personnel. The U.S. Department of Health and Human Services released the COVID-19 & HIPAA Bulletin on March 2020 to address common HIPAA related concerns. While the HIPAA Privacy Rule allows patient information to be shared to assist in nationwide public health emergencies, and to assist patients in receiving the care they need, it is not suspended during a public health or other emergency. It is suggested that the HIPAA website be checked regularly for the latest guidance. The document can be accessed at <https://www.hhs.gov/sites/default/files/hipaa-and-covid-19-limited-hipaa-waiver-bulletin-508.pdf>

## **10. TRAINING REQUIREMENTS**

All employees with occupational exposure to SARS-CoV-2 must be provided with initial and annual refresher training, at no cost to the employee and during working hours.

If changes in procedures or tasks affect the employee's occupational exposure, additional training may be needed prior to the annual refresher. Such additional training can be limited to addressing the new or changed exposures.

### **10.1 Training Content**

Training on COVID-19 must include the following topics:

- A general update on what public health professionals currently know about the disease;
- A general explanation of the epidemiology, symptoms, and health effects associated with COVID-19, to include at risk populations;
- An explanation of the modes of transmission of SARS-CoV-2;
- An explanation of TMAM's COVID-19 response plan and the means by which the employee can obtain a copy of the written plan;
- An explanation of the appropriate methods for recognizing tasks and other activities that may *involve* exposure to SARS-CoV-2;



- An explanation of the use and limitations of methods that will prevent or reduce exposure including appropriate engineering controls, work practices, and personal protective equipment;
- Information on the types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment;
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and containment measures to minimize spread of COVID-19;
- Information on return to work policies following an exposure incident;
- An opportunity for interactive questions and answers with the person conducting the training session.

## 10.2 Vendors/Subcontractors Training Records

Vendors and/or subcontractors will provide internal training documentation to ensure their employees have completed required COVID-19 training.

## 11. RECORDKEEPING

Currently, OSHA is considering COVID-19 to be a recordable illness if a worker is infected as a result of performing their work-related duties. OSHA has stated however, employers are only responsible for recording cases of COVID-19 if all the following are met:

1. The case is a confirmed case of COVID-19 (see CDC information on persons under investigation and presumptive positive and laboratory-confirmed cases of COVID-19);
2. The case is work-related, as defined by 29 CFR 1904.5; and
3. The case involves one or more of the general recording criteria set forth in 29 CFR 1904.7 (e.g. medical treatment beyond first-aid, days away from work).

For purposes of OSHA's recording requirements, only those employees who have a laboratory-confirmed case are recordable. Persons under investigation (PUis) and presumptive positives are not confirmed cases. An employee who has symptoms of COVID-

19 or is a suspected case of COVID-19 does not meet the CDC definition of "confirmed case" and the illness is not recordable under OSHA.

A COVID-19 case will be **reported** to OSHA if the employee passes away or is hospitalized as an in-patient as a result of COVID-19 contracted from performing work-related duties. A worker fatality will be reported within 8 hours and any amputation, loss of an eye, or hospitalization of a worker within 24 hours.



## 12. VENDOR AND SUBCONTRACTOR ACKNOWLEDGEMENT

All vendors and subcontractors supporting TMAM business shall review this document and ensure understanding of all applicable parts. Vendors and subcontractors must electronically sign/date the acknowledgement form in Appendix M before arriving to a TMAM Property/Site.

## 13. REFERENCES

- (1) Centers for Disease Control and Prevention (CDC).  
<https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- (2) Chin WH, Chu JT, Perera R, Hui K, Yen H, Chan M, Peiris M, Poon L. Stability of SARS-CoV-2 in Different Environmental Conditions. *Lancet Microbe* 2020; April 2020.
- (3) van Doremalen N, Bushmaker T, Morris DH, Holbrook MG, Gamble A, Williamson BN, Tamin A, Harcourt JL, Thornburg NJ, Gerber SI, Lloyd-Smith JO, de Wit E, Musnter VJ. Aerosol and Surface Stability of SARS-CoV-2 as Compared with SARS-CoV-1. *N Engl J Med* 2020:1-3.
- (4) Santa-Coloma, T. The Airborne and Gastrointestinal Coronavirus SARS-COV-2 Pathways. Preprints 2020, 2020040133 (doi: 10.20944/preprints202004.0133.v2).
- (5) G. Kampf, et al. Persistence of coronaviruses on inanimate surfaces and their inactivation with biocidal agents. *The Journal of Hospital Infection*, 104 (3), pp. 246-251. (2020).
- (6) World Health Organization (WHO).  
<https://www.who.int/emergencies/diseases/novel-coronavirus-2019>
- (7) U.S. Department of Labor; Occupational Safety and Health Administration (OSHA).  
<https://www.osha.gov/SLTC/covid-19/>

## 14. APPENDICES

Appendix A: CDC COVID-19 Symptom Fact Sheet

Appendix B: WHO - Handwashing Guide

Appendix C: Additional Guidance for Construction Contractors

Appendix D: Additional Guidance for Moving Contractors

Appendix E: Additional Guidance for Rehab Days and Relocation

Appendix F: CDC Guideline for Proper Glove Removal

Appendix G: Risk Assessment Flowchart and Preventative Response Actions

Appendix H: Exposure Incident Form

Appendix I: Return to Work Questionnaire

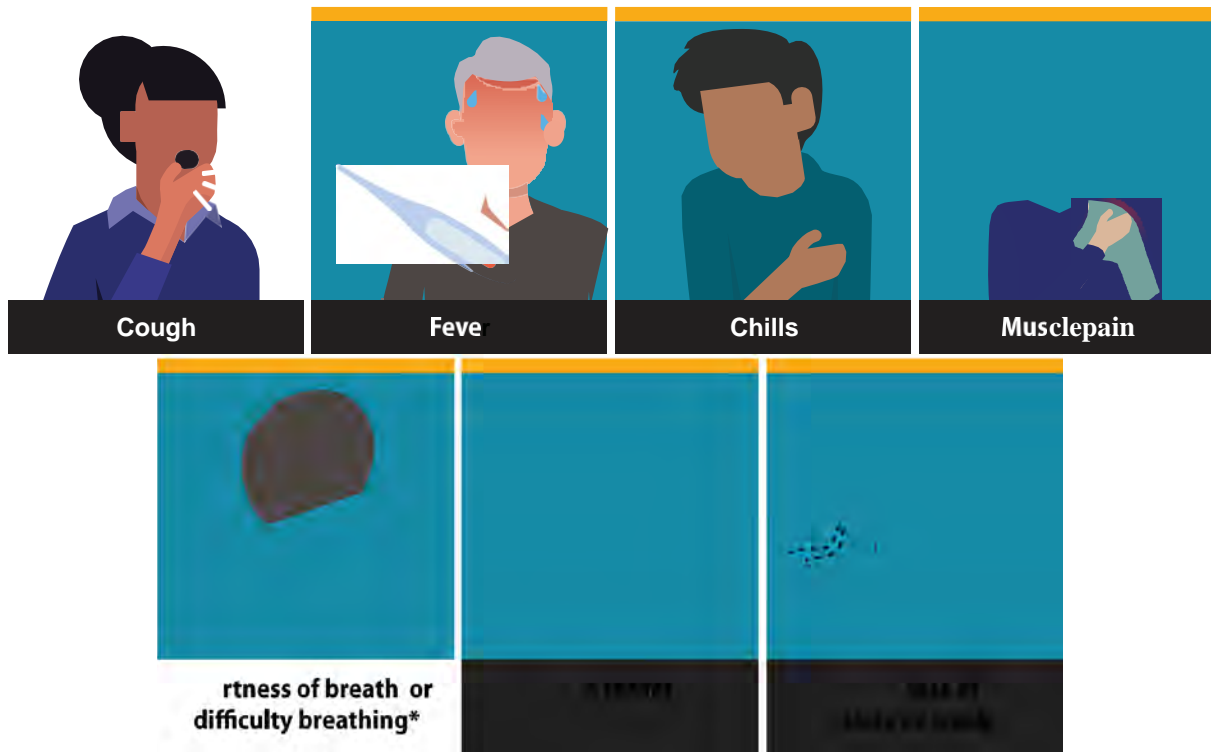
Appendix J: Vendor/Contractor Acknowledgement



**Appendix A**  
**CDC COVID-19 Symptom Fact Sheet**

# Symptoms of Coronavirus (COVID-19)

Know the symptoms of COVID-19, which can include the following:



Symptoms can range from mild to severe illness, and appear 2-14 days after you are exposed to the virus that causes COVID-19.

**\*Seek medical care immediately if someone has emergency warning signs of COVID-19.**

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

This list is not all possible symptoms. Please call your medical provider for any other symptoms that are severe or concerning to you.



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

317142-A May 21, 2020 10:44AM

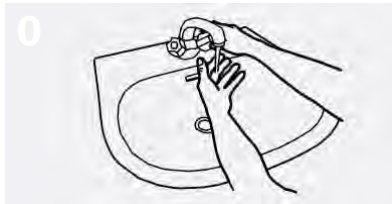


**Appendix B**  
**WHO - Handwashing Guide**

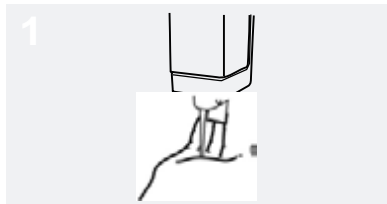
# How to Handwash?

WASH HANDS WHEN VISIBLY SOILED! OTHERWISE, USE HANDRUB

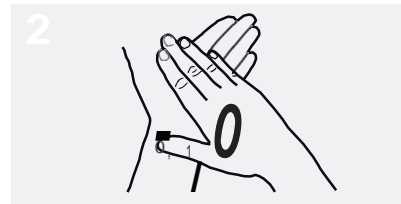
Duration of the entire procedure: 40-60 seconds



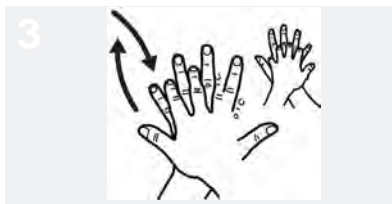
Wet hands with water;



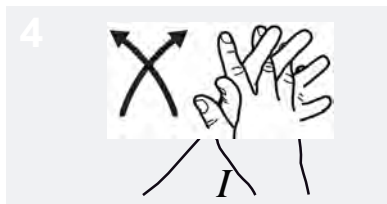
Apply enough soap to cover all hand surfaces;



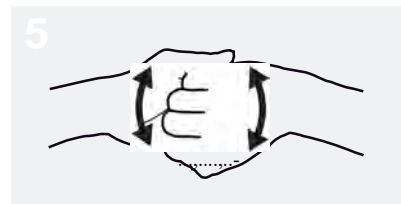
Rub hands palm to palm;



Right palm over left dorsum with interlaced fingers and vice versa;



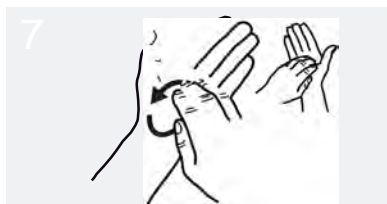
Palm to palm with fingers interlaced;



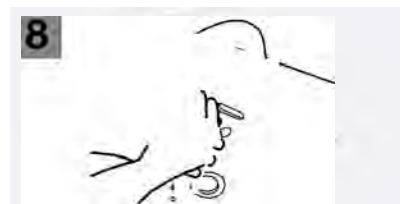
Backs of fingers to opposing palms with fingers interlocked;



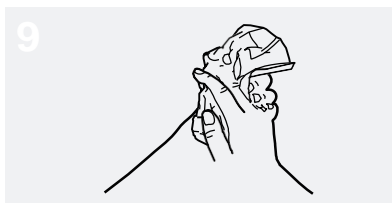
Rotational rubbing of left thumb clasped in right palm and vice versa;



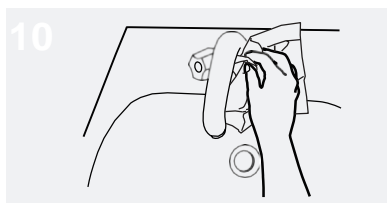
Rotational rubbing, backwards and forwards with clasped fingers of right hand in left palm and vice versa;



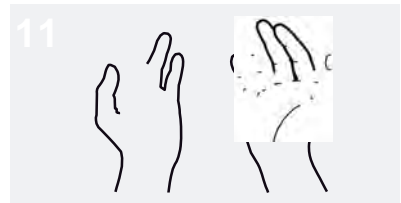
Rinse hands with water;



Dry hands thoroughly with a single use towel;



Use towel to turn off faucet;



Your hands are now safe.

 World Health Organization

Patient Safety

A World Alliance for Safer Health Care

SAVE LIVES

Clean Your Hands

All reasonable precautions have been taken by the World Health Organization to verify the information contained in this document. However the published material is being distributed without warranty of any kind, either expressed or implied. The responsibility for the interpretation and use of the material lies with the reader. In no event shall the World Health Organization be liable for damages arising from its use.

WHO acknowledges the Hôpital aux Universitaires de Genève (HUG), in particular the members of the Infection Control Programme for their active participation in developing this material.





**Appendix C**  
**Additional Guidance for Construction Contractors**



## Appendix C

### Additional Construction Contractor Guidance

During construction activities, construction contractors and their subcontractors must implement measures to limit the potential spread of COVID-19 and monitor their construction projects to ensure that these measures are effective.

Contractors shall submit and implement site-specific COVID-19 Safety Plan that meets federal, state, and local requirements including the requirements of Housing Opportunities Unlimited, prior to the initiation of any construction activities. Work cannot begin until the plan is approved by TMAM or their designee and the Contractor can provide evidence that any/all COVID-related documentation required by state or local authorities has been reviewed and approved by that entity.

Measures to limit the potential spread of COVID-19 may include the following, provided as examples:

- Design and stage construction activities to isolate work from areas occupied by residents and/or TMAM management operational and maintenance activities.
- Consider providing portable wash stations with sufficient hand cleaning soap, disposable towels, and foot-operated trash receptacles on construction sites, with sealable garbage bags that can be transported off-site for disposal.
- Pre-plan break areas to allow for social distancing, through staggering of breaks and selection of break areas which are remote from others.
- Consider access to and from the construction worksite to limit the distance traveled and to avoid unnecessary contact with others. With the exception of emergency work, any access to resident areas can only occur with prior Owner approval.
- Practice social distancing, maintaining 6 feet or more from TMAM employees and residents. Face coverings are required at all times.
- Determine how materials will be transported to and from the work site efficiently and with limited disruption to the building. Elevators are not to be used for construction-related activity. Any exception must be specifically approved by the Owner before work begins.
- Consider measures to eliminate tracked-in materials, for example, consider requiring use of walk-off mats at the entryway to capture the debris and dirt tracked in on shoes. This type of mat also reduces wear and tear on floors and carpeting. If work is being conducted in inclement weather, consider use of multi-level scraper mat with rubber backing that hold water. Vacuum the walk-off mat daily.
- Consider providing and using ultra-fine high-quality microfiber cleaning cloths and mop heads for cleaning. These cloths and mop heads must be washed or laundered before being used in another unit to avoid cross-contamination.
- Plan to wet mop all durable non-porous floor coverings, using procedure described in Section 7.2.



- Implement measures which reinforce social distancing, i.e., communicate remotely (via phone or radio) rather than face-to-face and ensure other tradespeople are also practicing social distancing and using face coverings.
- Implement measures to prevent spreading the virus by measures such as, providing tools and other equipment for individual use. Clean larger shared tools before and after use. encouraging employees to bring their own food and beverages (with sealable lids) to the job site, with no sharing, and no sharing of vehicles, cellphones, or other implements.
- Institute measures such as opening windows to allow fresh air to circulate through the unit during work activities and HEPA filtration air movers to continually clean the air inside the unit. Consider allowing these units to run overnight.
- Select equipment that has HEPA-filtered *vacuum* attachments, to eliminate generating dust and need for additional cleaning.



**Appendix D**  
**Additional Guidance for Moving Contractors**



## **Appendix D**

### **Additional Moving Contractor Guidance**

During moving relocation activities, moving contractors, and any subcontractor under their purview, will follow the requirements below to limit their exposures and reduce their impact on the residential community. All relocation plans will be reviewed and approved by Housing Opportunities Unlimited or their designee prior to the commencement of relocation.

- Prior to move: The movers should make every effort to complete the pre-move assessment over the phone and to gather the information that they need without accessing the resident's unit. In some cases, a virtual tour of the unit can be provided.
- In situations where conversations or a pre-move inspection is needed, the resident (if able) should temporarily leave the unit until the pre-move inspection is completed. The movers shall exercise care to avoid touching any surfaces while in the unit. If the resident is unable to leave, then the mover and resident(s) must follow the procedure outlined in section 7.2.2 Cleaning and Disinfection During Emergency Work/Occupied Entry.
- Movers must limit their use of elevators to those specifically designated by TMAM and must clean and disinfect surfaces contacted within the elevator after dedicated use.
- All moving contractor-supplied equipment must be cleaned and disinfected prior to being brought onto the TMAM property.
- TMAM will designate a cleaning and disinfection area for each move. All cleaning and disinfection methods must follow the most stringent of the Federal (CDC), State and local guidance, first by cleaning, and then disinfecting; disinfectants must be selected from EPA's List N: Disinfectants for Use Against SARS-CoV-2, the virus that causes COVID-19, following manufacturer's instructions for use, including contact time.
- If equipment is to be taken off-site after the move, it must be cleaned and disinfected. If it is stored onsite, it must remain in a TMAM designated area.
- Cardboard boxes (supplied by TMAM) will only be used for moving one resident and then must be discarded.
- All contract mover employees will wear face coverings and, safety glasses or face shields when present on site. The moving contractor will specify procedures they will use to eliminate the potential to spread contamination from one unit to another (e.g., through changeout schedules for personal protective equipment (including booties) or use of disposable non-slip floor coverings).
- Fabric covered furniture, rugs, and other fabric items being moved are to be sealed in poly. The poly should be wrapped completely around the fabric and sealed with packing tape.
- Once all tenant's items are removed from the unit to be renovated, the moving



contractor employees must clean and disinfect any surface contacted during the move, including all high-touch surfaces (door handles, etc.); following cleaning, using disinfectants selected from EPA's List N: Disinfectants for Use Against SARS-CoV-2, the virus that causes COVID-19, following manufacturer's instructions for use, including contact time.



**Appendix E**  
**Additional Guidance for Rehab Days and Relocation**



## **Appendix E**

### **Guidance for Residents During Rehab And Relocation**

TMAM thanks you for reviewing the information below which has been compiled to ensure the safety of residents during all rehabilitation activities. The measure below will help to eliminate/reduce the spread of COVID-19. Cleaning and disinfection described below will be completed in accordance with current CDC guidelines and the TMAM COVID-19 Response Plan.

Measures to limit the potential spread of COVID-19 may include the following, provided as examples:

- Construction activities will be designed and staged to isolate work from areas occupied by residents.
- TMAM will minimize their visits during the relocation process to the extent possible. When visiting is necessary, TMAM staff and their vendors/contractors will always wear face coverings and practice social distancing by remaining at least six feet apart.
- If moving contractors need to conduct a pre-inspection walkthrough, we will provide a day space for you to remain in. An TMAM employee will accompany the moving contractor during the inspection.
- TMAM will notify your close neighbors about the rehab or relocation in an effort to reduce traffic in shared spaces.
- Practice social distancing, maintaining 6 feet or more from TMAM employee's, vendors and contractors. Face coverings are required at all times.

#### **Rehab/Relocation Day**

- TMAM construction and moving contractors will be subject to temperature checks before their work begins. All activities conducted by an TMAM vendor or contractor must be conducted in compliance with the TMAM COVID-19 Response Plan.
- You will be ready to leave your unit at the agreed upon time on the day of rehab or relocation.
- You will be escorted to your day space by an TMAM employee with any personal items you choose to bring. All day spaces will be assigned to a single household and will be cleaned and disinfected before your arrival.
- An TMAM employee will provide updates on the rehab or relocation efforts.
- All areas that have been impacted by a construction or moving contractor will be cleaned and disinfected in accordance with TMAM's COVID-19 Response Plan.
- TMAM will provide additional cleaning supplies to residents to assist in additional cleaning and disinfection if requested.
- TMAM vendors or contractors will clean and disinfect common hallways, elevators and common spaces that were impacted during rehab or relocation.
- TMAM thanks you in advance for your cooperation and is available to answer any questions.





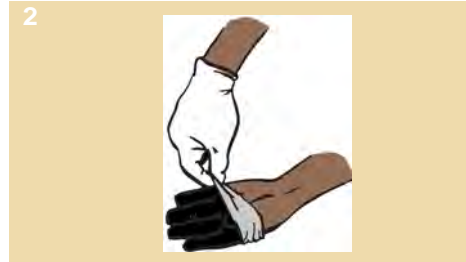
**Appendix F**  
**CDC Guidelines for Proper Glove Removal**

# How to Remove Gloves

To protect yourself, use the following steps to take off gloves



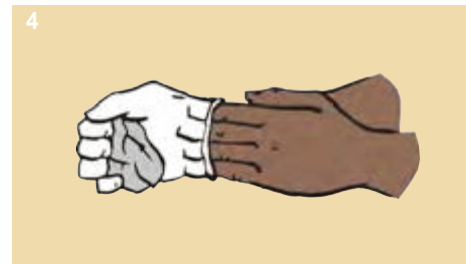
1  
Grasp the outside of one glove at the wrist.  
Do not touch your bare skin.



2  
Peel the glove away from your body,  
pulling it inside out.



3  
Hold the glove you just removed in  
your gloved hand.



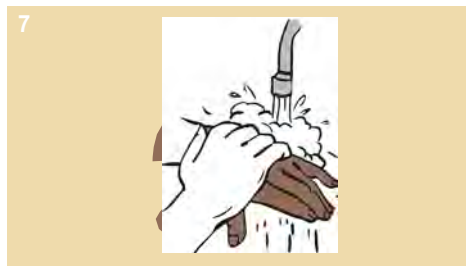
4  
Peel off the second glove by putting your fingers  
inside the glove at the top of your wrist.



5  
Turn the second glove inside out while pulling  
it away from your body, leaving the first glove  
inside the second.



6  
Dispose of the gloves safely. Do not reuse the gloves.



7  
Clean your hands immediately after removing gloves.



## **Appendix G**

### **Risk Assessment Flowchart and Preventative Response Measures**

**Resource:** This flow chart is based on information provided in the following CDC Guidance:

- Contact Tracing: Part of a Multipronged Approach to Fight the COVID-19 Pandemic; <https://www.cdc.gov/coronavirus/2019-ncov/php/principles-contact-tracing.html>
- Criteria for Discontinuing Home Isolation: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>
- Public Health Recommendations for Community-Related Exposure; <https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>
- Public Health Recommendations after Travel-Associated COVID-19 Exposure; <https://www.cdc.gov/coronavirus/2019-ncov/php/risk-assessment.html>

**Person A**  
**Possible, Known, or Confirmed COVID-19**

- Person with COVID-19 Symptoms with or without laboratory confirmed COVID-19
- Asymptomatic person with laboratory confirmed COVID-19



**Person B**

- Living in Same Household as Person A
- Intimate Partner of Person A
- Providing Care for Person A
- Prolonged Close Contact (≥ 15min) with Person A\*
  - Being within approximately 6 feet of Person A.
  - Sitting within two seats of Person A on an aircraft.
  - Close contact occurred **during period from 48 hours before Person A displayed symptoms until Person A meets criteria for discontinuing home isolation.**
- Traveled from a country with [widespread ongoing transmission](#); all countries as of 3/27/2020.
- Traveled on a cruise ship or river boat.

**Person C**

- No Known Exposure with Person A
- Traveled from a country with [ongoing community transmission](#).

**Symptomatic**

**Isolate Immediately**

Close off any areas used by symptomatic person. Initiate cleaning and disinfection protocol IAW [CDC's guidance](#). Instruct person to contact their health care provider. Contact supervisor and provide information on close contacts in the workplace. Follow the CDC's ["What to Do If You Are Sick"](#) guidance. Do NOT return to work until meeting the [CDC's criteria for discontinuing home isolation](#) or cleared by a health care provider, AND get approval from supervisor.

**Symptomatic**

**Isolate Immediately**

Close off any areas used by symptomatic person. Initiate cleaning and disinfection protocol IAW [CDC's guidance](#). Instruct person to contact their health care provider. Contact supervisor and provide information on close contacts in the workplace. Follow the CDC's ["What to Do If You Are Sick"](#) guidance. Do NOT return to work until meeting the [CDC's criteria for discontinuing home isolation](#) or cleared by a health care provider, AND get approval from supervisor.

**Asymptomatic**

**Quarantine Immediately**

Stay home until 14 days after last exposure. Maintain social distance (at least 6 feet) from others at all times. Self-monitor for symptoms. Check temperature twice a day. Avoid contact with people at higher risk for severe illness (unless they live in the same home and had same exposure). Exemption for critical infrastructure workers with work practices.

**Asymptomatic**

No restriction on movement; employee can continue working. Be alert for symptoms. Practice social distancing by maintain 6 feet of distance from others. Stay out of crowded places.

**Key Terminology and Notes**

- Close contact is defined as the following (during period **from 48 hours before Person A displayed symptoms, until Person A meets criteria for discontinuing home isolation**):
  - being within approximately 6 feet (2 meters) of a COVID-19 case for a prolonged period of time (≥ 15 minutes); close contact can occur while caring for, living with, visiting, or sharing a healthcare waiting area or room with a COVID-19 case; OR
  - having direct contact with infectious secretions of a COVID-19 case (e.g., being coughed on).
- People with COVID-19 display a wide range of symptoms **For the purpose of these recommendations symptoms include symptoms listed on the CDC's symptoms list; this list can be found on the [CDC's website](#).**
- Social distancing means remaining out of congregate settings, avoiding mass gatherings, and maintaining distance (approximately 6 feet or 2 meters) from others when possible.
- Isolation separates sick people with a contagious disease from people who are not sick.
- Quarantine separates and restricts the movement of people who were exposed to a contagious disease to see if they become sick.
- Not to be used as a Return to Work Protocol.



**Appendix H**  
**Exposure Incident Form**



Employee Name (PRINT):	Page 1 of 2
Supervisor Name (PRINT):	
Date of Completion:	
<b>Determination of Contact Exposure</b>	
Have you been in close contact with a person that was displaying COVID-19 related symptoms (a.k.a. Symptomatic Person)?  <i>Common symptoms related to COVID-19 include, but not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea; refer to the <a href="#">CDC's symptoms list</a>.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
How close were you to the symptomatic person?	<input type="checkbox"/> Within 6 feet <input type="checkbox"/> Greater than 6 feet
Approximately how long were you in contact with the symptomatic person?	<input type="checkbox"/> Brief passing <input type="checkbox"/> Prolonged period (at least 15 minutes)
Do you currently or have recently, within the last 14 days, lived in the same household as a confirmed, suspected, or probable COVID-19 case or provided care to a confirmed, suspected, or probable COVID-19 case	<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>If yes, what precautionary measures did you implement in the household if any? Provide explanation:</i>  <i>Recommended home care precaution measures are listed <a href="#">here</a>.</i> <i>Recommended home isolation precaution measures are listed <a href="#">here</a>.</i>



Employee Name (PRINT):

Page 2 of 3

**Determination of Symptoms**

Have you experienced (or currently experiencing) the following symptoms within the last 14 days?

Fever or chills:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Cough:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Shortness of breath or difficulty breathing:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Fatigue:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Muscle or body aches:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Headache:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
New loss of taste or smell:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Sore throat:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Congestion or runny nose:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Nausea or vomiting:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Diarrhea:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Other:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No



Employee Name (PRINT):

Page 3 of 3

If symptomatic, who have you been in contact with while on a TMAM site or while conducting TMAM work for the previous two weeks?

Is there anything else you would like to share with us that could help better identify your risk as it relates to COVID-19? If so, please share below:





**Appendix I**  
**Return to Work Questionnaire**



## Coronavirus Disease 2019 (COVID-19) Return to Work Questionnaire

**Instructions:**

- Questionnaire must be completed by (Insert Person in Charge) before an employee returns from COVID-19 related isolation or quarantine.

Today's Date and Time: \_\_\_\_\_

**What was the reason of your isolation or quarantine?**

Had COVID-19 Symptoms (with or without confirmed test results):	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, go to Section 1A or 1B as applicable (only one needs to be satisfied).
Had <b>NO</b> COVID-19 Symptoms but Tested Positive for COVID-19:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, go to Section 2A or 2B as applicable (only one needs to be satisfied).
Live with or had an intimate partner who was symptomatic for COVID-19 (with or without confirmed testing):	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, go to Section 3.
Identified as a close contact of a person with COVID-19 symptoms and/or tested positive for COVID-19:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, go to Section 4.

**Section 1A: Employee had COVID-19 Symptoms (with or without confirmed test results).**

Symptom Based Strategy

Have you been fever free without the use of a fever-reducing medication for the last <b>three consecutive days</b> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<i>If no, do not proceed. Employee does not meet the criteria to return to work.</i>
Have other symptoms improved (for example, when your cough or shortness of breath have improved)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<i>If no, do not proceed. Employee does not meet the criteria to return to work.</i>
Has it been at least ten days since symptom onset?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	



<p>*Provide date of symptom onset (includes any <a href="#">CDC COVID-19 symptoms</a>)?</p>	<p>Date of Symptom Onset: _____</p> <p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p>
<p>If yes to all questions in this section, employee meets criteria to return to work.</p>	
<p align="center"><b>Section 1B: Employee had COVID-19 Symptoms (with or without confirmed test results).</b></p> <p align="center"><u>Test Based Strategy</u></p>	
<p>Are you fever free without the use of a fever-reducing medication?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p>
<p>Have other symptoms improved (for example, when your cough or shortness of breath have improved)?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p>
<p>Have you received negative results of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV-2 RNA from <b>at least two consecutive</b> respiratory specimens <b>collected ≥24 hours apart</b> (total of two negative specimens)?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p>
<p>If yes to all questions in this section, employee meets criteria to return to work.</p>	
<p align="center"><b>Section 2A: Employee had NO COVID-19 Symptoms but Tested Positive for COVID-19.</b></p> <p align="center"><u>Time Based Strategy</u></p>	
<p>Has it been at least ten days since the date of their first positive COVID-19 diagnostic test?</p> <p>*Provide date of first positive COVID-19 diagnostic testing?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Date of Diagnostic Test: _____</p>



*If no, do not proceed. Employee does not meet the criteria to return to work.*

*If employee developed symptoms after testing positive, they must follow Section 1A or 1B.*

**Section 2B: Employee had NO COVID-19 Symptoms but Tested Positive for COVID-19.**

Test Based Strategy

Have you received negative results of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV-2 RNA from **at least two consecutive** respiratory specimens **collected ≥24 hours apart** (total of two negative specimens)?

Yes     No

*If no, do not proceed. Employee does not meet the criteria to return to work.*

*If employee developed symptoms after testing positive, they must follow Section 1A or 1B.*

**Section 3: Employee living with or has an intimate partner who was symptomatic for COVID-19 (with or without confirmed testing).**

When was the household member and/or intimate of interest released from Public Health Orders or isolation (i.e. they could return to work and met the [CDC's criteria for discontinuing home isolation](#))?

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

Has it been 14 days since the date provided?

Yes     No

*If no, do not proceed. Employee does not meet the criteria to return to work.*

Have you experienced any of the following symptoms in the last 14 days?

Fever or chills:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Date: _____
Cough:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date: _____
Shortness of breath or difficulty breathing:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date: _____
Muscle or body aches:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date: _____
Headache:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date: _____
New loss of taste or smell:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Date: _____
Congestion or runny nose:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date: _____



<p style="text-align: center;">Nausea or vomiting:</p> <p style="text-align: center;">New loss of taste or smell:</p> <p style="text-align: center;">Diarrhea:</p> <p style="text-align: center;">If yes, provide date that symptom first appeared.</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No    Date: _____</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No    Date: _____</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No    Date: _____</p> <p><i>If employee states that they experienced any of the above symptoms in the last 14 days, do not proceed. Employee does not meet the criteria to return to work.</i></p>
---	--

**Section 4: Employee identified as a close contact.**

What was the date of last exposure?	Date: _____
Has it been 14 days since the date provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No  <p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p>

Have you experienced any of the following symptoms in the last 14 days?

Fever or chills:	<input type="checkbox"/> Yes <input type="checkbox"/> No    Date: _____
Cough:	<input type="checkbox"/> Yes <input type="checkbox"/> No    Date: _____
Shortness of breath or difficulty breathing:	<input type="checkbox"/> Yes <input type="checkbox"/> No    Date: _____
Muscle or body aches:	<input type="checkbox"/> Yes <input type="checkbox"/> No    Date: _____
Headache:	<input type="checkbox"/> Yes <input type="checkbox"/> No    Date: _____
New loss of taste or smell:	<input type="checkbox"/> Yes <input type="checkbox"/> No    Date: _____
Congestion or runny nose:	<input type="checkbox"/> Yes <input type="checkbox"/> No    Date: _____
Nausea or vomiting:	<input type="checkbox"/> Yes <input type="checkbox"/> No    Date: _____
New loss of taste or smell:	<input type="checkbox"/> Yes <input type="checkbox"/> No    Date: _____
Diarrhea:	<input type="checkbox"/> Yes <input type="checkbox"/> No    Date: _____



If yes, provide date that symptom first appeared.

*If employee states that they experienced any of the above symptoms in the last 14 days, do not proceed. Employee does not meet the criteria to return to work.*

**Explanation of Recommended Actions Provided to Employee:**



**Appendix J**  
**Vendor/Contractor Acknowledgement**





## TENANT SELECTION PLAN

### GENERAL

The Tenant Selection and Marketing Plan outline the procedures and criteria by which management will conduct the rental process and select residents for occupancy in the development. The priorities for resident selection at the development will be based on HUD Handbook 4350.3 for properties participating in the LIHTC Section 42 program or USDA 7 CFR 3660 Regulations. Management will comply with the requirements of the USDA-Rural Development approved AFHMP.

The following guides will be used to determine eligibility:

1. The Federal Register
2. The Federal Fair Housing Law
3. The State Fair Housing Law
4. IRS LIHTC Sec. 42 (when applicable)
5. RD and HUD Requirements
6. The Federal Fair Credit Reporting Act and other state and local credit reporting laws.
7. All Civil Rights Acts prohibiting discrimination in Federally assisted program and activities

Management's ultimate responsibility is our tenant selection. The owner has developed this community in hopes of servicing a need for housing. Management will make every effort to occupy the owner's community with tenants who will care for their unit, common area and who will pay their rent on time and in full. Management's goal is to house people/families who will abide by their lease and the Rules & Regulations of the community.

This procedure will be posted in the Rental Office and made available for applicants to review. It will be updated periodically in accordance with changes in Federal and State guidelines. Any questions pertaining to this selection criterion should be directed to the Site Manager.

### APPLICATION PROCEDURES

No one will be refused the right to fill out an application. The Site Manager will offer aid to applicants in completing the application for admission. Applications will be accepted by mail but every effort will be made to encourage applicants to bring their applications to the rental office for review. During this interview, the Site Manager will explain the nature of the LIHTC or USDA-Rural Development program and the resident selection process. All applications will be signed and dated by the applicant. Positive identification of all residents is required. For adult applicants this must be photo identification. For all minors who will be listed on the application, a copy of their social security card and birth certificate are required.

### EVALUATION CRITERIA

Management will evaluate each applicant on his or her past performance in meeting financial obligations, especially rent. In the event that unfavorable information on the applicant is received, consideration will be given to factors that indicate that future performance in meeting financial obligations is likely to be more favorable. Management will evaluate each applicant on his or her conduct in present and prior housing in order to determine if he or she or those under his or her control, do interfere with other residents' health, safety, comfort and enjoyment of the premises. The following are some of the factors which management will consider in determining admission to the development:

- Record of disturbances of neighbors; destruction of property; living or housekeeping habits which may adversely affect the health, safety or welfare of other residents
- History of criminal activity, see attached table regarding Criminal Activity
- Current history of substance abuse.

The time, nature and extent of each factor shall be considered in determining the effect on the development. In the event that unfavorable information on an applicant is received, consideration will be given to factors that indicate that future conduct is likely to be more favorable.

Management will verify adequately information furnished by each applicant in a manner that is timely to processing



requirements. This can include checks for credit, criminal activity, sexual offender activity and interviews with each applicant, interviews with present and former landlords, local welfare office employees, family social workers, parole officers, family court officials and drug treatment center officials (sexual predator activity will be reverified on an annual basis at time of recertification using a national sexual predator database for all adult household members). All information on income will be certified in writing through third-party sources. Applicants will certify in writing to their income, assets and the sources.

**PROGRAM ELIGIBILITY**

A resident eligible for occupancy in this community must:

- (1) Be a United States citizen or qualified alien, and
- (2) Be of legal contract age and
- (3) No member of the household is a convicted sex offender (Management on an annual basis at time of recertification, will perform a sexual predator check of all adult household members using a national sexual predator database) and
- (4) Qualify as a very low-, low-, or moderate-income household; or
- (5) Be eligible under the requirements established to qualify for housing benefits provided by sources other than the Agency, such as U.S. Department of Housing and Urban Development (HUD) Section 8 assistance or Low Income Housing Tax Credit (LIHTC), when a tenant receives such housing benefits.

**FARM LABOR HOUSING**

Management will screen all applicants to determine that the Farm Laborer, Retired Farm Laborer or Disabled Farm Laborer applicants be a citizen or lawful permanent resident. Management will use this list to document that the applicant has acceptable documents for US Citizenship

- Official Birth Certificate issued by a U.S. State, jurisdiction or territory (Puerto Rico, U.S. Virgin Islands, Northern Mariana Islands, American Samoa, Swain's Island, Guam) **IMPORTANT: Puerto Rican birth certificates issued before July 1, 2010, will not be recognized as proof of Lawful U.S. Citizenship beginning November 1, 2010. The Government of Puerto Rico has provided information for citizens to apply for new birth certificates.**
- U.S. Government-issued certified Birth Certificate
- U.S. Certificate of Birth Abroad (DS-1350 or FS-545)
- Report of Birth Abroad of a Citizen of the U.S. (FS-240)
- Valid, unexpired U.S. Passport
- Certificate of Citizenship (N560 or N561)
- Certificate of Naturalization (N550, N570 or N578)
- U.S. Citizen Identification Card (I-197, I-179)
- Acceptable Documents for Lawful Permanent Residency Status
- Permanent Resident Alien Card (I-551)
- Foreign passport stamped by the U.S. Government indicating that the holder has been processed for I-551"
- Permanent resident Re-entry Permit (I-327)
- Arrival Departure Form I-94 with "Temporary I-551" stamp and holder's photograph affixed
- Travel Document issued to Permanent Residents (I-327)
- Travel Document issued to Refugees (I-571)
- Form I-94 stamped with one of the following statuses: Asylee, Parolee or Parole, Refugee, Asylum, HP-humanitarian parolee or PIP-public interest parolee



**STUDENTS**

An applicant/resident of the community who may be considered an eligible student when all of the following conditions are met:

- The person is of legal age in accordance with the applicable state law or is otherwise legally able to enter into a binding contract under state law;
- The person seeking occupancy has established a household separate and distinct from the person's parents or legal guardians;
- The person seeking occupancy is no longer claimed as a dependent by the person's parents or legal guardians pursuant to Internal Revenue Service regulations, and evidence is provided to this effect; and
- The person seeking occupancy signs a written statement indicating whether or not the person's parents, legal guardians, or others provide any financial assistance and this financial assistance is considered as part of current annual income and is verified in writing by the borrower.

If this community is subject to LIHTC Section 42 restrictions, one of the following exceptions must apply if the household will be comprised of only full-time students:

1. A single parent with children, none of which are declared as dependents on another persons tax return
2. Married filing a joint federal tax return
3. Receiving TANF payments on behalf of minor children
4. Enrolled in a job training program receiving assistance under the Job Training Partnership Act or funded by the state or local government agency
5. Who were formerly in out-of-home placement in a foster care system governed by Title IV, part B or E of the social Security Act Foster Care Eligibility Program.

**LIVE-IN RESIDENT ASSISTANTS**

These assistants will be screened for criminal activity and landlord references with the same eligibility criteria as other applicants.

**REJECTION STANDARDS**

The standards for rejection are:

- Substantial risk that the applicant will be unable or unwilling to pay the rent. Including:
  1. One (1) History that the Applicant has vacated prior to scheduled termination of lease at a previous housing unit.
  2. One (1) "EVICTION" from a previous housing unit.
  3. Three (3) LATE PAYMENTS of rent within a twelve (12) month period from a current or past housing unit.
- Substantial risk that the applicant or those under the control of the applicant will interfere with the health, safety, security and the right to peaceful enjoyment of the resident community.
- Substantial risk of intentional damage or destruction to the apartment unit and surrounding premises by the applicant or those under the applicant's control.
- Current history of substance abuse
- History of criminal activity

If an applicant is disapproved, the Site Manager shall notify the applicant in writing. Such notice shall clearly state the name and address of the organization that provided the information, for disapproval. If any person or family is not satisfied with this notification, within 14 calendar days of receipt of written notification, such person or family shall have the right to respond to the notice within 14 calendar days after date of the notice and of the right to a hearing in accordance with 7 CFR 3560.160(f), which is available in the Rental Office upon request. Each family shall have the right to contact the credit-reporting agency for a complete and accurate disclosure of the information contained in that agency's report.



## APPLICATION INTAKE

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Applications will be available from the rental office and may be requested by phone, by letter or in person.

Applications will be accepted in person or through the mail, although every effort will be made to encourage applicants to come to the rental office for review of their application by the Site Manager. The Site Manager will review the application upon receipt to ensure that it appears to be correctly and completely filled out and has been signed and dated by the applicant. Management will record the initials of the person receiving the application. Management will record all applications on the Waiting List. If an application is not complete, Management will notify the applicant in writing within ten calendar days of what information is needed to make the application complete. Once a completed application is received, Management will record the date and time of receipt of the completed application. This date is the official date of application that will be used to establish priority.

On receipt of the application, the Site Manager will also review the apartment size for which the applicant qualifies. It is the policy of Management in this regard to follow the occupancy policy included in the current Management Plan.

Upon receipt of the completed application every effort will be made to promptly review the application for program eligibility. Persons who are apparently not program eligible will be given an opportunity to appeal this decision should they dispute it. Provision for this appeal process will be clearly spelled out in the notice letter. Completed applications will be placed in chronological order on the appropriate written waiting list. Within 10 calendar days of receipt of an application, Management will notify the applicant in writing that they have been selected for immediate occupancy, placed on a waiting list, rejected, or if the application is incomplete.

Applicants determined eligible will be selected on a first-come, first-served basis according to the chronological order of each categorized waiting list in the following priority:

1. Very low-income
2. Low Income
3. Moderate Income
4. Ineligible

## WAITING LIST MAINTENANCE

Waiting lists will be updated periodically, but no less than annually. Written notice will be sent to all persons on the lists advising them that, if they wish to remain on the waiting list, they must respond in writing within 10 calendar days of receipt of the notice. Those not responding will be considered as having withdrawn from the waiting list and will be removed from the list in accordance with USDA 7 CFR 3560.160 Tenant Grievance Procedure; their applications will be stored for three years. Persons who refuse an offer of an appropriate sized unit will be removed from the waiting list. Exception to this removal will be considered where the refusal is for serious immediate reasons, such as warranted by a medical reason/condition of the applicant or member of the applicant's household or unexpected financial hardship. If applicant refuses a second offer of an appropriate sized unit, Management will consider this application as withdrawn and remove the applicant from the waiting list. Waiting lists will be annotated to reflect offers of units and other such contacts with applicants.

## VIOLENCE AGAINST WOMEN ACT (VAWA) FOR TENANTS UNDER THE SECTION 8 PROGRAM

On January 5, 2006, President Bush signed into law the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Public Law 109-162) and on August 12, 2006, signed into law technical corrections to the VAWA (Public Law 109-271). The VAWA protections apply to families applying for or receiving rental assistance payments under the project-based Section 8 program. The law protects victims of domestic violence, dating violence or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence that is reported and confirmed. The VAWA also provides that an incident of actual or threatened domestic violence, dating violence or stalking does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy, or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking is not grounds for terminating the victim's tenancy. Management may bifurcate a lease in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a tenant or lawful occupant, to remain in the unit.



TM Associates Management, Inc.

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When the Management Agent responds to a claim of protected status under the VAWA the Management Agent will request, in writing if appropriate, that an individual complete, sign, and submit within 14 business days of the request, the HUD-approved certification form (HUD-91066). If the resident has sought assistance in addressing domestic violence, dating violence or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit written proof of this outreach in lieu of HUD Form 91066.

In addition to submitting HUD 91066, the victim must submit two of the following:

- A federal, state, tribal, territorial, or local police record or court record or
- Documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) From whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

The Management Agent will be mindful that the delivery of the certification form to the resident via mail may place the victim at risk, e.g., the abuser may monitor the mail. Therefore, in order to mitigate risks, the Management Agent will work with the resident in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements. The Management Agent will carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations. The identity of the victim and all information provided to Management Agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- a. Requested or consented to by the victim in writing;
- b. Required for use in an eviction proceeding or termination of assistance; or
- c. Otherwise required by applicable law.

The HUD Form 91066 provides notice to the resident of the confidentiality of the form and the limits thereof. The Management Agent will retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other resident files.

#### TRANSFER OF EXISTING RESIDENTS

When a rental unit becomes available for occupancy and an eligible resident in the community, is either over housed or under housed as provided for in 7 CFR 3560 paragraph (e) of section .155, Management will use the available unit for the over housed or under housed resident, if suitable, prior to selecting an eligible applicant from the waiting list. At properties operating under LIHTC Section 42, residents who wish to transfer to a different building must meet the initial qualifying income requirements and will be treated as if they were initially qualifying. Transfers within the same building are permitted and do not have to meet these initial qualifying incomes. Transfer requests from existing residents with disabilities will be treated as a reasonable accommodation as outlined in the Section 504 Compliance portion of this plan.



**SURVIVING AND REMAINING HOUSEHOLD MEMBERS.**

1. Members of a household may continue to reside in the community after the departure or death of a resident or co-resident, provided that:
  - a. They are eligible with respect to adjusted income;
  - b. They occupied a rental unit in the community at the time of the departure or death of the resident or co-resident;
  - c. They execute a tenant certification form establishing their own tenancy; and
  - d. They have the legal ability to sign a lease for the rental unit, except where a legal guardian may sign when the tenant or member is otherwise eligible.
2. Surviving or remaining members of the household may remain in the community, taking into consideration the conditions of paragraph one of this section, but they must move to a suitably sized rental unit within 30 days of its availability.
3. After the death of a tenant or co-tenant in elderly housing, the surviving members of the household, regardless of age but taking into consideration the conditions of paragraph one in this section, may remain in the rental unit in which they were residing at the time of the tenant's or co-tenant's death, even if the household is over housed according to the housing project's occupancy rules as follows:
  - a. Continued occupancy of the rental unit will not be allowed when in either situation of paragraph one of this section, the rental unit has accessibility features for individuals with disabilities, the household no longer has a need for such accessibility features, and the housing project has a tenant application from an individual with a need for the accessibility features;
  - b. If the housing project does not have a tenant application from an individual with a need for the accessibility features, the household may remain in the rental unit with such features until the housing project receives an application from an individual with a need for accessibility features. The household in the unit with accessibility features will be required to move within 30 days of the housing project's receipt of a tenant application requiring accessibility features if another suitably sized unit without accessibility features is available in the project. If a suitably sized unit is not available in the project within 30 days, the tenant may remain in the unit with accessibility features until the first available unit in the project becomes available and then must move within 30 days.

**SECTION 504 COMPLIANCE**

In compliance with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act Amendments of 1988 and Title VI of the Civil Rights Act of 1964 and other relevant civil rights statutes, we have established the following policy.

When an applicant/current resident requests an accessible unit or a unit preference or other reasonable accommodation, the owner may conduct inquiries to:

- a. Verify the applicant is qualified for the unit, which is only available to persons with a disability or to persons with a particular type of disability.
- b. Verify that the applicant needs the features of the unit as an accommodation to his or her disability.
- c. Verify that the applicant is qualified to receive a priority on the waiting list available to persons with a disability or to persons with a particular type of disability. If the owner gives a priority to a class of persons, and an applicant indicates that he or she is qualified for the priority placement on the waiting list, the owner may screen to verify that the applicant qualifies for the priority placement.



**FAIR HOUSING AND EQUAL OPPORTUNITY**

This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

HUD, USDA-Rural Development and/or IRS (tax credit eligibility) program requirements may require certain resident selection criteria based on program eligibility. Properties participating in the LIHTC program have special requirements:

1. Applicants who exceed published income limits are not eligible.
2. Households consisting solely of only full-time students may not be eligible unless they meet one of the exceptions defined in Section 42 of the IRS code.

**MISREPRESENTATION**

Willful or serious misrepresentation in the application procedure for this community will be a basis for rejection.

**OCCUPANCY**

Occupancy Policy is attached.



**Criminal Activity Verification**

Type of Criminal Activity	Crime-free Timeframe before Approval
Offenses Against Property Offenses Against Animals Offense Involving Fraud Offenses Involving Computers Offenses Against Government Offenses Against Public Peace Offenses Involving Gambling Offenses Involving Firearms Offenses Involving Organized Crime Offenses Involving Illegal Drugs Other Victimless Offenses	Misdemeanor Conviction – 3 Years Felony Conviction – 7 Years  Misdemeanor Charge – Eligible Felony Charge – Eligible
Offenses Against Persons including but not limited to: Homicide, Manslaughter, Kidnapping, Hostage, Robbery, Attempted Murder, Assault, Attempted Assault, False Imprisonment, Battery & Vehicular Manslaughter	Misdemeanor Conviction – 5 Years Felony Convictions – 15 Years  Misdemeanor Charge – 2 Years Felony Charge – 3 Years
Offenses Involving Family Relations including but not limited to: Abandonment, Neglect of Children, Spousal Abuse, Domestic Violence, Child Abuse, Bigamy, Incest, Trafficking in Children	Misdemeanor Conviction – 3 Years Felony Conviction – 7 Years  Misdemeanor Charge – 2 Years Felony Charge – 3 Years
Sex Offender	Felony Conviction – NEVER ELIGIBLE Misdemeanor Conviction – NEVER ELIGIBLE Misdemeanor Charge – 2 Years Felony Charge – 3 Years
Drug Use	After successful completion of drug rehab program, immediately eligible.



### OCCUPANCY POLICY

In determining occupancy standards, the intent of community policy is to neither overcrowd nor under utilize space. Different properties may have different occupancy standards depending on bedroom sizes, unit square footage and any local restrictions. Occupancy is based on number of persons in the household, and is based on counting all full-time members of a household, dependent minors who are away at school but live with the applicant at recesses, unborn children or children in the process of being adopted or secured by custody action, foster children, foster adults, children who are temporarily in a foster home who will return to the family, children in joint custody arrangements and live-in attendants. Children who live in a household 50% of the year or more are also counted towards the total household number; however, visitors, permanently confined/institutionalized household members and children on active military duty are not counted in this determination for occupancy eligibility.

Residents should not be over housed nor under housed. The number of occupants may not be less than the number of bedrooms, unless a temporary waiver has been issued by USDA Rural Development or does not exist on the property.

A disabled applicant who would need a larger unit due to accommodation requests would be given such consideration. For specifically designed units (i.e. barrier free) applicants needing those features would be given priority. Should no one apply who would benefit from special unit features, another applicant selected based on income level and occupancy policy could occupy this unit with a written lease agreement to transfer to a different unit when available and should an applicant now exist on the waiting list for the special unit.

The following occupancy ranges attempt to reflect ideal ranges of occupant density:

<u>UNIT SIZE</u>	<u>MINIMUM OCCUPANCY</u>	<u>MAXIMUM OCCUPANCY</u>
1 Bedroom	1	3
2 Bedroom	2	5
3 Bedroom	3	7
4 Bedroom	4	9

K

Documentation of  
Development Location

**K.1**

Revitalization Area  
Certification

**RESOLUTION IN SUPPORT OF THE RENOVATION  
OF BIRCH ISLAND APARTMENTS**

**WHEREAS**, Birch Island Apartments, located at 10322 Penny Lane, Wakefield, Virginia (the “Apartments”) provides affordable housing to people of low to moderate income; and

**WHEREAS**, the Apartments were built in 1985, and have not been comprehensively renovated or rehabilitated since construction; and

**WHEREAS**, the Apartments are currently owned by Birch Island LP, and the contract owner is Birch Island Apartments PCDC LLC (collectively, the “Owner”); and

**WHEREAS**, there has been described to the Sussex County, Virginia Board of Supervisors (the “Board”) plans by the Owner to renovate and rehabilitate forty-eight of the units at the Apartments (the “Rehabilitation”); and

**WHEREAS**, Code of Virginia 36-55.30:2(A) provides that Sussex County may by resolution designate an area within the County as a revitalization area if the Board makes certain findings; and

**WHEREAS**, Code of Virginia 36-55.30:2(A) provides that such designation as a revitalization area empowers the Virginia Housing Development Authority to provide financing for the Renovation to the Owner;

**WHEREAS**, the Owner does not seek any financial contribution from Sussex County, Virginia (the “County”);

**NOW, THEREFORE, BE IT RESOLVED BY THE SUSSEX COUNTY BOARD OF SUPERVISORS:**

1. With respect to the area in which the Apartments are located (the “Area”), the Board determines that if not rehabilitated, it is likely to deteriorate by reason that the buildings and improvements in the Area are subject to dilapidation and obsolescence, and private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and support 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 such Area and thereby create a desirable mix of residents in such Area.

2. The Area is designated as a revitalization area for the sole purpose of empowering the Virginia Housing Development Authority to provide financing for the Rehabilitation in accordance with Code of Virginia 36-55.30:2(A).
  
3. The County Administrator or Deputy County Administrator, either of whom may act, are authorized to execute the Locality CEO Letter attached to this Resolution as Exhibit A, and to take all other actions reasonably necessary and consistent with this Resolution.

Resolved this 25th day of February, 2021.

**CERTIFICATE**

The undersigned Chairman and Clerk of the Board of Supervisors of Sussex County, Virginia hereby certify that the foregoing constitutes a true and correct copy of a Resolution in Support of the Renovation of Birch Island Apartments adopted by the Board of Supervisors at a meeting held on February 25, 2021. A record of the roll-call vote by the Board is as follows:

NAME	AYE	NAY	ABSTAIN	ABSENT
Susan B. Seward, Chairman	X			
Wayne O. Jones, Vice Chairman	X			
C. Eric Fly, Sr., Supervisor				X
Marian D. Johnson, Supervisor	X			
Debbie P. Jones, Supervisor	X			
Rufus E. Tyler, Supervisor	X			

Date: February 25, 2021

[SEAL]

ATTEST:

*Chilton R. Butts*

Clerk, Board of Supervisors,  
Sussex County, Virginia

*Susan B. Seward*  
Chairman, Board of Supervisors,  
Sussex County, Virginia



# 2020 and 2021 Small DDAs and QCTs

10322 penny lane, wakefield, va

Go

Select a State

Select a County

Go

Map Options : [Clear](#) | [Reset](#) | [Full Screen](#)

QCT Legend:

Tract Outline



LIHTC Project



2021 Qualified Census Tracts

SADDA Legend:

FMR Boundary

ZCTA Boundary



2021 Small DDA



Part DDA



Non Metro DDA

[Hide the overview](#)

The 2021 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2021. The 2021 designations use data from the 2010 Decennial census. The designation methodology is explained in the federal Register notice published September 23, 2020

### Map Options

13 Current Zoom Level

Show Difficult Development Areas (Zoom 7+)

Color QCT Qualified Tracts (Zoom 7+)

Show Tracts Outline (Zoom 11+)

Show FMR Outlines (Zoom 4+)

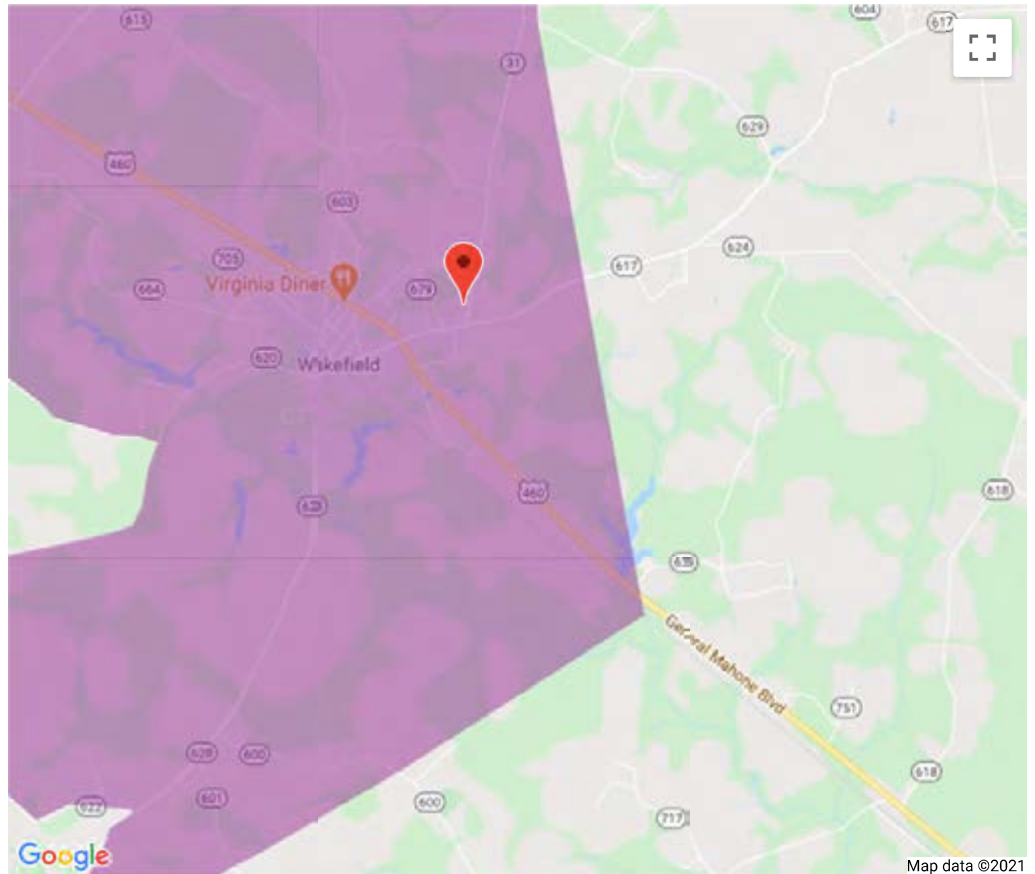
Show LIHTC Projects (Zoom 11+)

[Click here for full screen map](#)

### Select Year

2021

2020



◀ 1.5K

## About PD&R

Delegations of Authority and Order of Succession

Events

HUD at 50

HUD Secretary's Awards

PD&R Careers

## Initiatives

Aging Research and Resources

Public Health Research and Resources

Regulatory Barriers Clearinghouse

## Research

Case Studies

Data Sets

Periodicals

Regulatory Barriers Clearinghouse

Reports

## Reference

- [Bibliographic Database](#)
- [Data Sets Reference Guide](#)
- [Guidelines for Preparing a Report for Publication](#)
- [HUD Historical Timeline](#)
- [Programs of HUD](#)

## Resources

- [Disaster Recovery PD&R Toolkit](#)
- [Housing Scorecard](#)
- [International and Philanthropic Affairs Division](#)
- [Market Analysis](#)

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HUD USER

P.O. Box 23268, Washington, DC 20026-3268

**Toll Free:** 1-800-245-2691    **TDD:** 1-800-927-7589

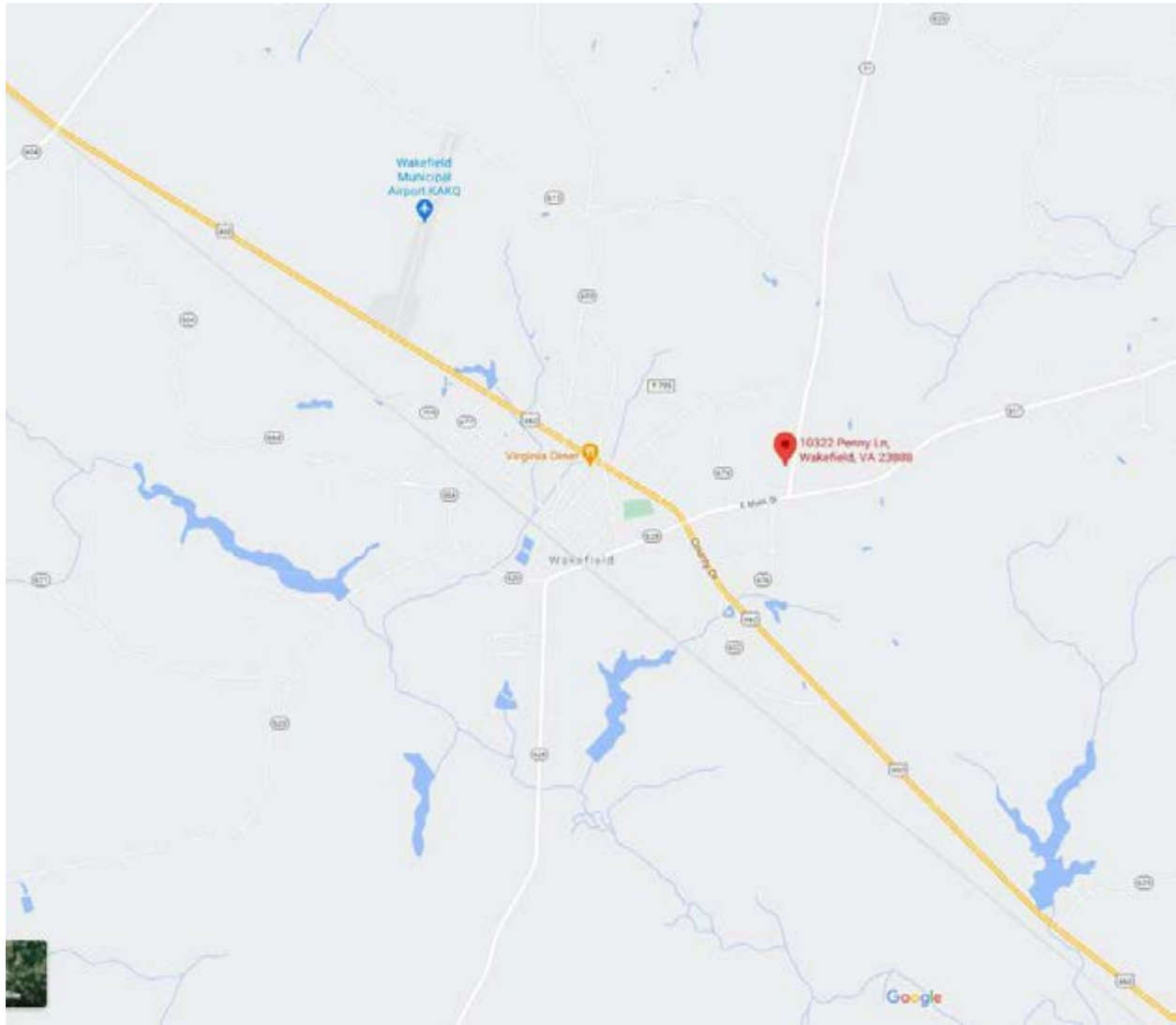
**Local:** 1-202-708-3178    **Fax:** 1-202-708-9981

K.2

Location Map



## Site Location



K.3

Surveyor's Certification of  
Proximity to Public  
Transportation

N/A



L

PHA/Section 8 Notification  
Letter



## PHA or Section 8 Notification Letter

Development Name: Birch Island Apartments

Tracking #: 2021-C-12

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

### General Instructions

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

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

# PHA or Section 8 Notification Letter

**DATE:** 3/1/21

**TO:** Brenda Drew  
Housing Coordinator, Sussex County  
2135 Princeton Rd, Sussex, VA 23884

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Birch Island Apartments  
Name of Owner: Birch Island Apartments PCDC 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 12/31/2022 (date).

The following is a brief description of the proposed development:

Development Address:  
10322 Penny Lane, Wakefield, VA 23888

Proposed Improvements:

<input type="checkbox"/> New Constr.:	_____ # units	_____ # Bldgs
<input type="checkbox"/> Adaptive Reuse:	_____ # units	_____ # Bldgs
<input checked="" type="checkbox"/> Rehabilitation:	<u>48</u> # units	<u>7</u> # Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____ / month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>589</u> / month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>637</u> / month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>742</u> / month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____ / month

Other Descriptive Information:

Birch Island Apartments consists of (7) two-story garden style apartment buildings, an office, laundry room, community room, and maintenance building. It is stick construction with vinyl siding and asphalt shingles. The project mix will be (16) one-bedroom, (24) two-bedroom, and (8) three-bedroom units. Birch Island Apartments PCDC LLC plans to expend over \$55,000 per unit in

# PHA or Section 8 Notification Letter

hard costs if awarded tax credits.

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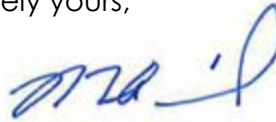
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We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (240)428-7799.

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

Sincerely yours,



James Hendricks

Name

Executive Director, Petersburg Community Dev. Corp.

Title

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

Seen and Acknowledged By: Brenda H. Drew

Printed Name: James Hendricks

Title: HCV Program Coordinator/Agent

Phone: (434)637-0147

Date: March 4, 2021

M

Locality CEO Response  
Letter



**Board of Supervisors**

Susan B. Seward, Chairperson  
Wayne O. Jones., Vice Chairman  
C. Eric Fly, Sr.  
Marian D. Johnson  
Debbie P. Jones  
Rufus E. Tyler, Sr.



Post Office Box 1397  
20135 Princeton Road  
Sussex, Virginia 23884

Richard Douglas  
County Administrator  
[rdouglas@sussexcountyva.gov](mailto:rdouglas@sussexcountyva.gov)

Telephone: (434) 246-1000  
Facsimile: (434) 246-6013  
[www.sussexcountyva.gov](http://www.sussexcountyva.gov)

February 10, 2021

Mr. John D. Bondurant  
Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220

VHDA Tracking Number: 2021-C-12  
Development Name: Birch Island Apartments  
Name of Owner/Applicant: Birch Island Apartments PCDC LLC

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of the federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Sussex County. Accordingly, Sussex County supports the allocation of federal housing tax credits requested by Birch Island Apartments PCDC LLC for this development.

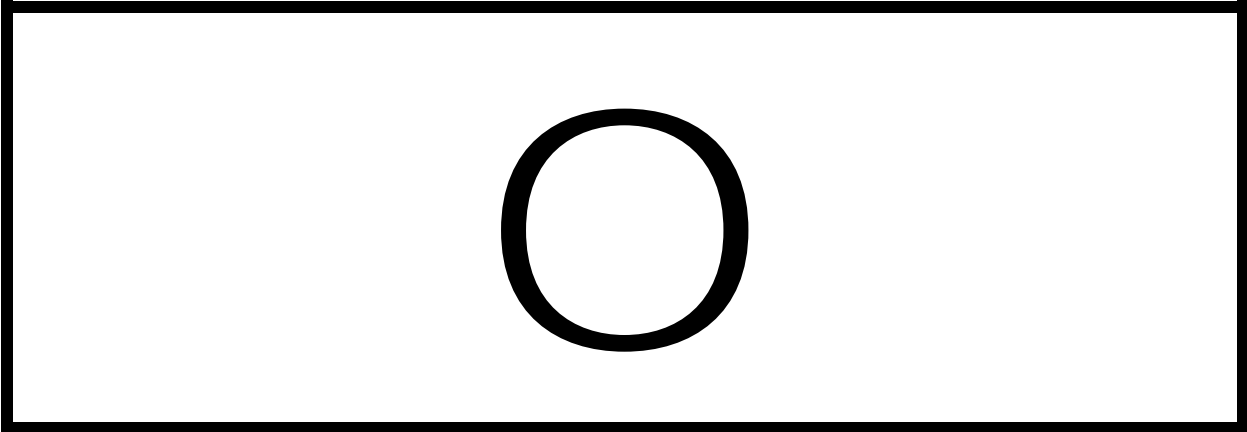
Yours truly,

Richard Douglas  
County Administrator

**N**

Homeownership Plan

N/A



O

Plan of Development  
Certification Letter

**DEPARTMENT OF PLANNING**  
Beverly Walkup, Director of Planning  
Phone (434) 246-1043  
Fax (434) 246-2175



**COUNTY OF SUSSEX, VIRGINIA**  
P. O. BOX 1397 ~ 20135 PRINCETON ROAD  
SUSSEX, VIRGINIA 23884-0397  
www.sussexcountyva.gov

### Plan of Development Certification

**DATE:** 2/24/2021

**TO:** Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

**RE:** PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Birch Island Apartments</u>
Name of Owner/Applicant:	<u>Birch Island Apartments PCDC LLC</u>
Name of Seller/Current Owner:	<u>Birch Island Limited Partnership</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 VHDA's Qualified Allocation Plan.

#### DEVELOPMENT DESCRIPTION:

Development Address:  
10322 Penny Lane  
Wakefield, VA 23888

Legal Description:  
Please see attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____	# Units	_____	# Buildings	_____	Total Floor Area
<input type="checkbox"/> Adaptive Reuse:	_____	# Units	_____	# Buildings	_____	Total Floor Area
<input checked="" type="checkbox"/> Rehabilitation:	48	# Units	7	# Buildings	38,168	Total Floor Area

Other Descriptive Information:

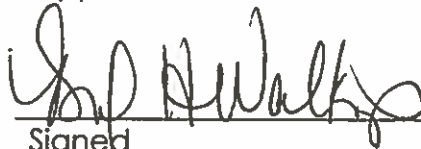
\_\_\_\_\_  
\_\_\_\_\_

**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: N/A



Signed

Beverly H. Walkup

Printed Name

Director of Planning/Zoning Administrator

Title

434-246-1043

Phone

2/24/2021

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 a reduction of points under the scoring system. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.

## Legal Description

**First:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 3.044766 Acres (132,630.003 Sq. Ft.), known and designated as Parcel "A" as shown on plat of survey entitled, "CORRECTED SUBDIVISION OF PROPERTY OWNED BY PINE STREET VILLAGE ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP, WAKEFIELD MAGISTERIAL DISTRICT, SUSSEX COUNTY, Virginia," dated May 15, 1984, made by Hassell & Folkes, P.C., Surveyors & Engineers, Portsmouth, Virginia, of record in the Clerk's office of the Circuit Court for the County of Sussex, Virginia, in Plat Book \_\_\_\_\_, page \_\_\_\_\_, to which reference is here made, and which property is more particularly described as follows:

Beginning at a point on Route No. 31, which point of beginning lies N 17° 03' 21" E a distance of 500.00 feet, more or less, from the intersection of Route No. 31 and Route No. 617, as shown on said plat, and from the point of beginning thus established, running thence N 63° 46' 48" W a distance of 281.08 feet to a point; running thence N 19° 38' 51" W a distance of 292.18 feet to a point; running thence N 43° 36' 50" E a distance of 100.00 feet to a point; running thence N 46° 23' 10" W a distance of 99.36 feet to a point; running thence S 72° 56' 39" E a distance of 133.85 feet to a point; running thence N 70° 21' 09" E a distance of 81.07 feet to a point; running thence S 19° 38' 51" E a distance of 170.06 feet to a point; running thence S 72° 56' 39" E a distance of 175.80 feet to a point; running thence along the arc of a curve to the left having a radius of 20.00 feet, a tangent of 20.00 feet, and an arc length of 31.42 feet to a point; running thence S 17° 03' 21" W along Route No. 31 a distance of 345.00 feet to a point, the point or place of beginning.

**Second:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 0.2281 Acres (9936.00 Sq. Ft.), known and designated as Parcel "B" as shown on plat of survey hereinabove referred to and to which plat reference is here made, which property is more particularly described as follows:

Beginning at the common point which marks the southwesterly corner of Parcel "A" hereinabove described and the southeasterly corner of Parcel "B" hereinafter described, as shown on said plat, and from the point of beginning thus established, running thence N 46° 23' 10" W a distance of 99.36 feet to a point; running thence N 43° 36' 50" E a distance of 100.00 feet to a point; running thence S 46° 23' 10" E a distance of 99.36 feet to a point; running thence S 43° 36' 50" W a distance of 100.00 feet to a point, the point or place of beginning.

The parcel herein conveyed and described as Parcel "B" is conveyed to the grantee herein for purposes of well and water production only, and grantee herein, by acceptance of this deed, does covenant and agree that its use shall be for such purpose.

**Third:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 0.2454 Acres (10,687.6343 Sq. Ft.), known and designated as Parcel "C" on plat of survey hereinabove referred to and to which plat reference is here made, which property is more particularly described as follows:

Beginning at the common point which marks the southwesterly corner of Parcel "B" hereinabove described, and the southeasterly corner of Parcel "C" hereinafter described, as shown on said plat, and from the point of beginning thus established, running thence N 89° 10' 34" W a distance of 88.83 feet to a point; running thence N 17° 03' 21" E a distance of 114.28 feet to a point; running thence S 72° 56' 39" E a distance of 130.00 feet to a point; running thence S 43° 36' 50" W a distance of 100.00 feet to a point, the place or point of beginning.

P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership agreements



N/A

Q

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

**RENTAL ASSISTANCE AGREEMENT**

CASE NO.	55-014-761948488
PROJECT NO.	017

This Agreement effective on the 1st day of MARCH, 2020 between Birch Island Limited Partnership ("borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521 (a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the Parties agree as follows:

**Section 1** The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located

at 10322 Penny Lane, Wakefield, VA 23888

and known as Birch Island Apartments consisting of 48 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

**Section 2** The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

**Section 3** Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

**Section 4** In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

**Section 5** Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

**Section 6 Provisions Applicable if the Borrower is a Cooperative -**

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

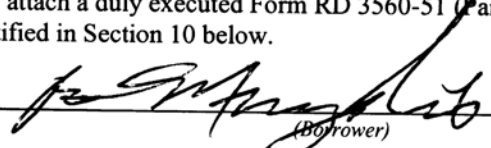
**Section 7 Renegotiation, Modification, Transfer, Termination -**

- (a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.
- (b) If the borrower defaults under any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.
- (c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project .


**Section 8 Term of Agreement and Condition for Termination -**

- (a) This Agreement and its attachments, and any additional rental assistance will expire automatically upon total disbursement or credit of rental assistance to the borrower's account, unless earlier suspended, transferred or terminated according to section 7 of this Agreement.
- (b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen M1BI will be attached to and become a part this Agreement.

**Section 9 Special Conditions -** The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement and that it becomes a part hereof, and may be identified in Section 10 below.

  
 \_\_\_\_\_  
 (Borrower)  
 BIRCH ISLAND LP  
 \_\_\_\_\_  
 \_\_\_\_\_

RURAL HOUSING SERVICE

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

Area Specialist \_\_\_\_\_

Date: 3/17/20 \_\_\_\_\_

**Section 10 Record of Attachments For RD 3560-51 (Part III) or RD 3560-55**

AGREEMENT	#	<u>140200</u>	#	UNITS	<u>32</u>	\$ <u>132,480.00</u>
AGREEMENT	#	<u>150100</u>	#	UNITS	<u>32</u>	\$ <u>145,536.00</u>
AGREEMENT	#	<u>160100</u>	#	UNITS	<u>32</u>	\$ <u>173,221.00</u>
AGREEMENT	#	<u>170100</u>	#	UNITS	<u>32</u>	\$ <u>172,239.00</u>
AGREEMENT	#	<u>180100</u>	#	UNITS	<u>32</u>	\$ <u>199,730.00</u>
AGREEMENT	#	<u>190100</u>	#	UNITS	<u>32</u>	\$ <u>205,412.00</u>
AGREEMENT	#	<u>200100</u>	#	UNITS	<u>32</u>	\$ <u>230,995.00</u>
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____
AGREEMENT	#	_____	#	UNITS	_____	\$ _____

**MULTI FAMILY HOUSING  
OBLIGATION - FUND ANALYSIS  
PART III**

OBLIGATION/DEOBLIGATION OF RENTAL ASSISTANCE			
44 CASE NUMBER <b>55-014-761948488</b>		45 BORROWER NAME <b>BIRCH ISLAND LP</b>	
46 PROJECT NUMBER <b>017</b>	47 RA AGREEMENT NUMBER <b>200100</b>	48 TYPE OF UNITS <b>B</b>	49 TYPE OF ACTION <b>1</b>
COMPLETE FOR OBLIGATION OF RA			
50 NUMBER OF UNITS RECEIVE RENTAL ASSISTANCE <b>32</b>		51 AMOUNT OF RA OBLIGATION <b>\$230,995.00</b>	
COMPLETE FOR DEOBLIGATION OF RA			
52 NUMBER OF UNITS DEOBLIGATED		53 AMOUNT OF RA DEOBLIGATION	
54 REMARKS <b>Replaces Agreement No: 190100</b>			

St: 55 Srv Off: 604 Cnty: 014 Borr ID: 761948488 Prj Nbr: 017 Class: A  
 Borr Name: Birch Is and LP  
 Project Name: Birch Is and Apts  
 Project Identifier: 000011105

Project Revenue Unit Count: 48 RA Unit Count: 32

RA Suspension None

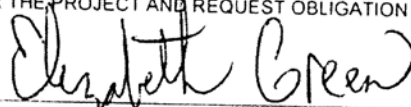
Display All Agreements

CURRENT Rental Assistance Agreements								
Agmt Number	Apprvl Date	Type	Amount Obligated	Amount Vouchered	Unpaid Balance	Replaced By	Oblgn Units	Usable
190100	02/04/2019	B	\$205,412.00	\$155,984.00	\$49,428.00	200100	32	✓
200100	02/11/2020	B	\$230,995.00	\$0.00	\$230,995.00		32	✓
180100	02/01/2018	B	\$199,730.00	\$199,730.00	\$0.00	190100	32	✓
<b>Total RA Units</b>							<b>32</b>	

55 I HAVE REVIEWED THE BORROWER'S REQUEST FOR RENTAL ASSISTANCE FOR THE PROJECT AND REQUEST OBLIGATION OR DEOBLIGATION OF RENTAL ASSISTANCE FOR THE ABOVE

DATE OF APPROVAL 11,FEB 20 20

DATE OF OBLIGATION \_\_\_\_\_ 20 \_\_\_\_

  
SIGNATURE OF APPROVAL OFFICIAL

R

Documentation of  
Operating Budget  
and Utility Allowance

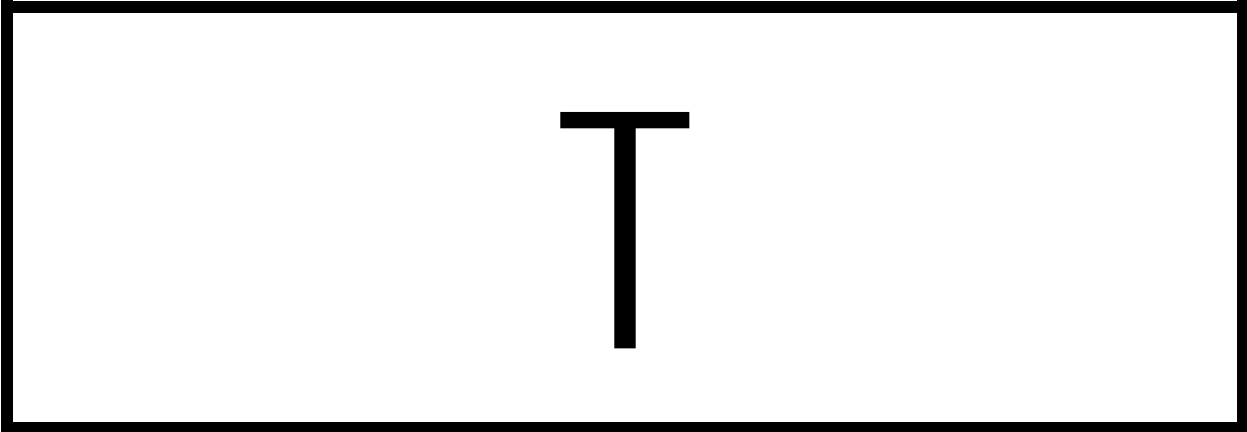
N/A

S

Supportive Housing  
Certification



N/A



T

Funding Documentation

### LOAN AGREEMENT

- RRH Loan to a Partnership Operating on a Profit Basis
- RRH Loan to a Limited Partnership Operating on a Profit Basis
- RRH Loan to a Partnership Operating on a Limited Profit Basis
- RRH Loan to a Limited Partnership Operating on a Limited Profit Basis

1. Parties and Terms Defined. This agreement dated November 12, 1999 of Birch Island the Limited Partnership, a Partnership, duly organized and operating under of Virginia the Commonwealth

herein called "Partnership", whose post office address is 4400 East West Hwy, Bethesda, MD 20814, with the United States of America acting through the Rural Housing Service or a successor agency, United States Department of Agriculture, herein called "the Government", is made in consideration of a loan, herein called "the loan", to Partnership in the amount of \$ 1,244,532.49 made or insured, or to be made or insured, by the Government

pursuant to section 515(b) of the Housing Act of 1949 to ~~assist~~ <sup>assume</sup> 48 family units project. The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by the Government in rural areas. Such housing, facilities, and the land constituting the site are herein called "the housing". The indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and any related agreement are herein called the "loan obligations".

2. Execution of Loan Instruments. To evidence the loan the Partnership shall issue a promissory note (herein referred to as "the note"), signed by the Partnership, on behalf of the Partnership for the amount of the loan, payable in installments over a period of 30 years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the note or any indemnity or other agreement required by the Government. The Partnership is to execute a real estate security instrument giving a lien upon the housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the rents, subsidies, revenues and profits as collateral security to be enforced in the event of any default by the Partnership, and containing other terms and conditions prescribed by the Government. The Partnership is to execute any other security instruments and other instruments and documents required by the Government in connection with the making or insuring of the loan. The indebtedness and other obligations of the Partnership under the note, the related security instrument, and any related agreement are herein called the "loan obligation."

3. Equal Opportunity and Nondiscrimination Provisions. The General Partners are hereby authorized and directed to execute on behalf of the Partnership (a) any undertakings and agreements required by the Government pursuant to Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988 related to Fair Housing regarding nondiscrimination in the use and occupancy of housing, (b) Form RD 400-1 entitled "Equal Opportunity Agreement", including an "Equal Opportunity Clause" to be incorporated in or attached as a rider to each construction contract the amount of which exceeds \$10,000 and any part of which is paid for with funds from the loan, and (c) Form RD 400-4, entitled "Assurance Agreement (under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and made a part hereof, and any other undertakings and agreements required by the Government pursuant to lawful authority.

4. Borrower Contribution. The amount of \$ 65,800 to be contributed by the Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and dispersed prior to any disbursement of interim loan funds or any loan funds from the Government.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0047. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

5. Accounts for Housing Operations and Loan Servicing. The Partnership shall establish on its books the following accounts, which shall be maintained so long as the loan obligations remain unsatisfied: a General Operating Account, a Tenant Security Deposit Account and a Reserve Account.

a. General Operating Account. By the time the Government loan is closed or interim funds are obtained, whichever occurs first, the Partnership shall provide cash from the Borrower's own funds in an amount totaling \$ n/a. Use of deposited cash will be in accordance with 7 CFR part 1930, subpart C or any successor regulation.

b. Reserve Account. Transfers at a rate not less than \$ 12,420 annually shall be made to the

Reserve Account until the amount in the Reserve Account reaches the minimum sum of \$ 124,200 or such higher amount later agreed to by the Government and shall be resumed at any time when necessary, because of disbursements authorized by the Government from the Reserve Account to restore it to said sum. Withdrawal and use of funds deposited to this account will be in accordance with 7 CFR part 1930, subpart C or any successor regulation. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership:

1) To pay dividends to the partners of up to 8 percent per annum of the borrower's initial investment of \$ 65,800 provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will be not less than that required by this section to be accumulated by that time (less any disbursements authorized by the Government), and (b) the amount in the Reserve Account will likely not fall below that required to be accumulated during the next 12 months.

~~2) To pay dividends to partners for any other purpose decided by the Partnership, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by this section to be accumulated by that time (less any disbursements authorized by the Government), and (b) the amount in the Reserve Account will likely not fall below that required to be accumulated during the next 12 months.~~

Initialed BY \_\_\_\_\_

6. Regulatory Covenants. So long as the loan obligations remain unsatisfied, the Partnership shall comply with all appropriate regulations of the Government and shall:

a. Impose and collect such fees, assessments, rents, and charges that the income of the housing will be sufficient at all times for operation and maintenance of the housing, payments on the loan obligations, and maintenance of the accounts herein provided for.

b. Establish and maintain complete books and records relating to the housing's financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government without request a copy of each audit report, and permit the Government or its representative to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the accounts herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the housing or to any other property securing the loan obligations, and submit regular and special reports concerning the housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

1) Not use the housing for any purpose other than as rental housing and related facilities for eligible occupants.

2) Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the loan obligations.

3) Not change the membership by either the admission or withdrawal of any general partner(s) nor permit general partner(s) to maintain less than an aggregate of 5 percent financial interest in the organization nor cause or permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

4) Not borrow any money, nor incur any liability which would have a detrimental effect on the housing.

f. Submit for the housing the required reports as per 7 CFR part 1930, subpart C or any successor regulation to the Government for prior review.

g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.

h. Comply with all its agreements and obligations in or under the note, security instrument, and any related agreement executed by the Partnership in connection with the loan.

i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the loan obligations.

j. Take other action as may be required by the Government in connection with the operation of the housing, or with any of the Partnership's operations or affairs which may affect the housing, the loan obligations, or the security.

k. If the return on investment for any year exceeds 8 percent annum of Partnership's initial investment of \$ 65,800, the Government may require that the borrower reduce rents the following year and/or refund the excess return on the investment to the tenants or use said excess in a manner that will best benefit the tenants.

7. General Provisions.

a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised by the Government in the Government's sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership as aforesaid. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment of amounts due on the loan obligations. In the event of such failure, the Government at its option may require specific performance, declare the entire amount of the loan obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the housing and proceed to foreclose its security and enforce all other available remedies, or take such other action as it deems necessary to enforce the provisions of this agreement.

c. Any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership to any extent such provisions could have been foregone or agreed to in amended form, initially.

d. Any notice, consent, approval, waiver or agreement must be in writing.

e. This loan agreement shall be subject to the present regulations of the Government and to its future regulations and provisions hereof.

f. The Partnership agrees that no person with a disability will be subjected to discrimination in employment or denied the benefits of the housing because of such disability. It will comply with the requirements of the Fair Housing Act, 42 U.S.C. 3601 *et seq.*, the Fair Housing Amendments Act of 1988, the Rehabilitation Act of 1973, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, and the implementing regulations of the Department of Agriculture, 7 CFR part 15b.

g. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of November 12, 1999.

BIRCH ISLAND LIMITED PARTNERSHIP  
PARTNERSHIP NAME


By:

cc: Incessid By: Stanton Jewell

Dir MFH Programs

Rural Housing Service

BY: Birch Island LLC, General Partner

BY:   
ROBERT MARGOLIS, Member

**Attachment to Loan Agreement  
BIRCH ISLAND Limited Partnership**

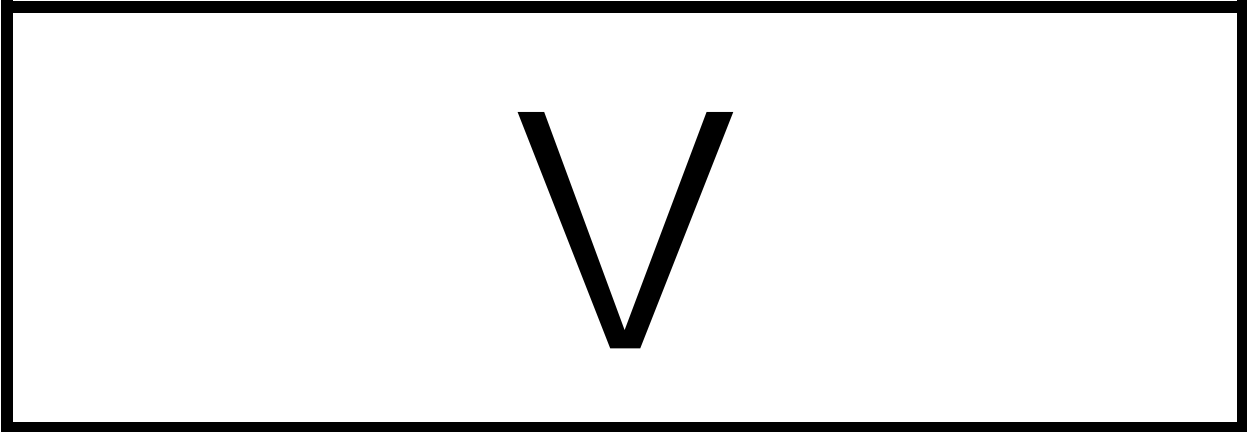
**“The borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy as provided in Section 514 or Section 515 of Title V of the Housing Act of 1949, as amended, and FmHA regulations then extant during this 20 year period beginning November 12, 1999. Until November 12, 2019, no eligible person occupying the housing shall be required to vacate, or any eligible person wishing to occupy shall be denied occupancy without cause. The borrower will be released from these obligations before that date only when the Government determines that there is no longer a need for such housing, or that such other financial assistance provided the residents of such housing will no longer be provided due to no fault, action or lack of action on the part of the borrower. A tenant or individual wishing to occupy the housing may seek enforcement of this provision, as well as the Government.”**

U

Documentation to  
Request Exception to  
Restriction-Pools with  
Little/No Increase in Rent  
Burdened Population



N/A



V

Nonprofit or LHA Purchase  
Option or Right of First  
Refusal

**PURCHASE OPTIONS AND  
RIGHT OF FIRST REFUSAL AGREEMENT**

This Purchase Option and Right of First Refusal Agreement (this “Agreement”) is made as of the **12th** day of **March** 2021, by and between **BIRCH ISLAND APARTMENTS PCDC LLC**, a Virginia limited liability company (the “Company”) (index as “Grantor”) and **PETERSBURG COMMUNITY DEVELOPMENT CORPORATION, INC.**, a Virginia non-stock corporation, as the Grantee (index as “Grantee”).

WHEREAS, Grantee has been instrumental in the redevelopment of a multi-family real estate apartment development in the town of **Wakefield, Sussex County, Virginia**, known as **Birch Island Apartments** (hereinafter, the “Property”), and will act as guarantor of certain obligations in the formation and continuation of the Company for the further development of the Property; and

WHEREAS, the Property is or will be subject to one of more governmental agency regulatory agreements (collectively, the “Regulatory Agreement”) restricting its use to low-income housing (the “Use Restrictions”); and

WHEREAS, Grantee desires to provide for the continuation of the project as low-income housing upon termination of the Company by Grantee purchasing the Property at the applicable price determined under this Agreement and operating the Property in accordance with the Use Restrictions; and

NOW, THEREFORE, in consideration of the execution and delivery of the Company Agreement, the performance of the services by the Grantee to the Company and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. Grant of Option.** The Company hereby grants to Grantee an option to purchase the real estate, fixtures, and personal property comprising the Property or associated with the physical operation thereof, located at the Property and owned by the Company at the time of purchase (the “Option”), after the close of the fifteen (15) year compliance period for the low-income housing tax credit for the Property (the “Compliance Period”) as determined under Section 42(i)(1) of the Internal Revenue Code of 1986, as amended (the “Code”), on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of such Options specified herein. The Property real estate is described in Exhibit A attached hereto and made a part hereof. The Regulatory Agreement containing the Use Restrictions to which the Property real estate will remain subject is described in Exhibit B attached hereto and made a part hereof.

**2. Grant of Refusal Right.** In the event that the Company receives a bona fide offer to purchase the Property at any time during the period beginning on the date of termination of the Compliance Period, the Company will not sell the Property or any portion thereof without first providing the Grantee with a written notice (the “Notice of Refusal Right”) offering to the Grantee a right of first

refusal to purchase the Property (the “Refusal Right”) after the close of the Compliance Period, on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Agreement, (a) the foregoing grant of the Refusal Right shall be effective only if Grantee is currently and remains at all times hereafter, until (i) the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the Refusal Right has been assigned to a Permitted Assignee described in Paragraph 8 hereof, whichever first occurs, a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, and (b) any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Paragraph 8 hereof meeting the requirements of Section 42(i)(7)(A) of the Code.

**3. Purchase Price Under Option.** The purchase price under the Option shall be the greater of the following amounts:

- (i) **Debt and Taxes.** The sum of: (a) an amount sufficient to pay all debts (including Member loans) and liabilities of the Company upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Option, or (b) an amount sufficient to distribute to the Members pursuant the Company Agreement, cash proceeds equal to the state, local and federal taxes projected to be imposed on the Members as a result of the sale of the Property pursuant to the Option; or
- (ii) **Fair Market Value.** The fair market of the Property, appraised as low-income housing to the extent continuation of such use is required under the Use Restrictions, any such appraisal to be made by a licensed appraiser who is a member of the Master Appraiser Institute (“MAI”) and who has experience in the geographic area in which the Property is located. The fair market value of the Project shall be determined by an MAI appraiser selected by and paid for by the Company.

**4. Purchase Price Under Refusal Right.** The purchase price for the Property pursuant to the Refusal Right shall be equal to the sum of: (a) an amount sufficient to pay all debts (including Member loans) and liabilities of the Company upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Refusal Right and (b) an amount sufficient to distribute to the Members cash proceeds equal to the state, local, and federal taxes projected to be imposed on the Members as a result of the sale pursuant to the Refusal Right; provided, however, that in no event shall the purchase price pursuant to the Right of First Refusal be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code.

**5. Exercise of Option or Refusal Right.** The Option and the Refusal Right may each be exercised by Grantee by (a) giving written notice of its intent to exercise the Option or the Refusal Right to the Company and each of its Members in compliance with the requirements of this Paragraph 5, and (b) complying with the contract and closing requirements of Paragraph 7 hereof. Any such notice of intent to exercise the Option shall be given the last twelve (12) months of the Compliance Period. Any such notice of intent to exercise the Refusal Right shall be given within ninety (90)

days after Grantee has received the Company's Notice of Refusal Right pursuant to Paragraph 2 hereof. In either case, the notice of intent shall specify a closing date within one hundred eighty (180) days immediately following the end of the Compliance Period. If the foregoing requirements are not met as when provided herein, the Option or the Refusal Right, as applicable, shall expire and be of no further force or effect. Upon notice by Grantee of its intent to exercise the Option or the Refusal Right, all of the other rights shall be subordinated to the rights then being so exercised unless and until such exercise is withdrawn or discontinued.

**6. Determination of Price.** Upon notice by Grantee of its intent to exercise the Option or the Refusal Right, the Company and Grantee shall exercise best efforts in good faith to agree on the purchase price for the Property.

**7. Contract and Closing.** Upon determination of the purchase price, the Company and Grantee shall enter into a written contract for the purchase and sale of the Property, as the case may be, in accordance with 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 not later than the date specified in Grantee's notice of intent to exercise the Option or the Refusal Right, as applicable, or thirty (30) days after the purchase price has been determined, whichever is later. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of either one of the Options or the Refusal Right, as applicable.

**8. Assignment.** Grantee may assign all or any of its rights under this Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation or the Property (each a "Permitted Assignee") that demonstrates its ability and willingness to maintain the Property as low-income housing in accordance with the Use Restrictions and subject in any event to the conditions precedent to the Refusal Right grant and the Option price set forth in Paragraphs 2 and 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Company. Upon any permitted assignment hereunder, references in this Agreement to Grantee shall mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. No assignment of Grantee's rights hereunder shall be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee's obligations under this Agreement and copies of such written agreement are delivered to the Company. Except as specifically permitted herein, Grantee's rights hereunder shall not be assignable.

**9. Miscellaneous.** This Agreement shall be liberally construed in accordance with the laws of the Commonwealth of Virginia in order to effectuate the purposes of this Agreement. This Agreement may be executed in counterparts signature pages, which together shall constitute a single agreement.

(Signatures on Next Page)


IN WITNESS WHEREOF, the parties have executed this document as of the date first set forth hereinabove.

**COMPANY:**

**BIRCH ISLAND APARTMENTS PCDC LLC**

By: Birch Island Apartments PCDC MM LLC, its Sole Member and Manager

By: Petersburg Community Development Corporation, Inc., a Virginia non-stock corporation, its Sole Member and Manager

By:   
James R. Hendricks, Executive Director

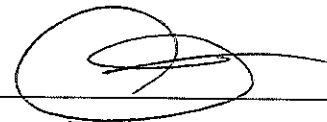
STATE OF Virginia

to wit:

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me, Christian Diaz, a Notary Public, this 12<sup>th</sup> day of March 2021, by James R. Hendricks, who has presented identification of a Virginia Driver's License. James R. Hendricks voluntarily acknowledged this instrument under the penalty of perjury as Executive Director of Petersburg Community Development Corporation, Inc., the Sole Member and Manager of Birch Island Apartments PCDC MM LLC, the Sole Member and Manager of Birch Island Apartments PCDC LLC, on behalf of the company.

My commission Expires: 11/30/2025


  
Notary Public

**CHRISTIAN DIAZ  
NOTARY PUBLIC  
REG. #7668821  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES NOV. 30, 2025**

NOTARIAL SEAL (Sharp, legible, photographically reproducible)

**GRANTEE:**

**PETERSBURG COMMUNITY DEVELOPMENT CORPORATION, INC.**

By:   
James R. Hendricks, Executive Director

STATE OF Virginia

to wit:

COUNTY OF Fairfax

The foregoing instrument was acknowledged before me, Christian Diaz, a Notary Public, this 12<sup>th</sup> day of March 2021, by James R. Hendricks, who has presented identification of a Virginia Driver's License. James R. Hendricks voluntarily acknowledged this instrument under the penalty of perjury as Executive Director of PETERSBURG COMMUNITY DEVELOPMENT CORPORATION, INC., a Virginia non-stock corporation and is duly authorized to act on behalf of said Corporation that said instrument was signed and sealed by him, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said Corporation.

My commission Expires: 11/30/2025



Notary Public

**CHRISTIAN DIAZ  
NOTARY PUBLIC  
REG. #7668821  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES NOV. 30, 2025**

NOTARIAL SEAL (Sharp, legible, photographically reproducible)



**EXHIBIT A**

**Legal Description of  
Project Real Estate**

## Legal Description

**First:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 3.044766 Acres (132,630.003 Sq. Ft.), known and designated as Parcel "A" as shown on plat of survey entitled, "CORRECTED SUBDIVISION OF PROPERTY OWNED BY PINE STREET VILLAGE ASSOCIATES, A VIRGINIA LIMITED PARTNERSHIP, WAKEFIELD MAGISTERIAL DISTRICT, SUSSEX COUNTY, Virginia," dated May 15, 1984, made by Hassell & Folkes, P.C., Surveyors & Engineers, Portsmouth, Virginia, of record in the Clerk's office of the Circuit Court for the County of Sussex, Virginia, in Plat Book \_\_\_\_\_, page \_\_\_\_\_, to which reference is here made, and which property is more particularly described as follows:

Beginning at a point on Route No. 31, which point of beginning lies N 17° 03' 21" E a distance of 500.00 feet, more or less, from the intersection of Route No. 31 and Route No. 617, as shown on said plat, and from the point of beginning thus established, running thence N 63° 46' 48" W a distance of 281.08 feet to a point; running thence N 19° 38' 51" W a distance of 292.18 feet to a point; running thence N 43° 36' 50" E a distance of 100.00 feet to a point; running thence N 46° 23' 10" W a distance of 99.36 feet to a point; running thence S 72° 56' 39" E a distance of 133.85 feet to a point; running thence N 70° 21' 09" E a distance of 81.07 feet to a point; running thence S 19° 38' 51" E a distance of 170.06 feet to a point; running thence S 72° 56' 39" E a distance of 175.80 feet to a point; running thence along the arc of a curve to the left having a radius of 20.00 feet, a tangent of 20.00 feet, and an arc length of 31.42 feet to a point; running thence S 17° 03' 21" W along Route No. 31 a distance of 345.00 feet to a point, the point or place of beginning.

**Second:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 0.2281 Acres (9936.00 Sq. Ft.), known and designated as Parcel "B" as shown on plat of survey hereinabove referred to and to which plat reference is here made, which property is more particularly described as follows:

Beginning at the common point which marks the southwesterly corner of Parcel "A" hereinabove described and the southeasterly corner of Parcel "B" hereinafter described, as shown on said plat, and from the point of beginning thus established, running thence N 46° 23' 10" W a distance of 99.36 feet to a point; running thence N 43° 36' 50" E a distance of 100.00 feet to a point; running thence S 46° 23' 10" E a distance of 99.36 feet to a point; running thence S 43° 36' 50" W a distance of 100.00 feet to a point, the point or place of beginning.

The parcel herein conveyed and described as Parcel "B" is conveyed to the grantee herein for purposes of well and water production only, and grantee herein, by acceptance of this deed, does covenant and agree that its use shall be for such purpose.

**Third:** All that certain tract or parcel of land situate, lying and being in Wakefield Magisterial District, Sussex County, Virginia, containing 0.2454 Acres (10,687.6343 Sq. Ft.), known and designated as Parcel "C" on plat of survey hereinabove referred to and to which plat reference is here made, which property is more particularly described as follows:

Beginning at the common point which marks the southwesterly corner of Parcel "B" hereinabove described, and the southeasterly corner of Parcel "C" hereinafter described, as shown on said plat, and from the point of beginning thus established, running thence N 89° 10' 34" W a distance of 88.83 feet to a point; running thence N 17° 03' 21" E a distance of 114.28 feet to a point; running thence S 72° 56' 39" E a distance of 130.00 feet to a point; running thence S 43° 36' 50" W a distance of 100.00 feet to a point, the place or point of beginning.

**EXHIBIT B**

**DESCRIPTION OF  
REGULATORY AGREEMENT**

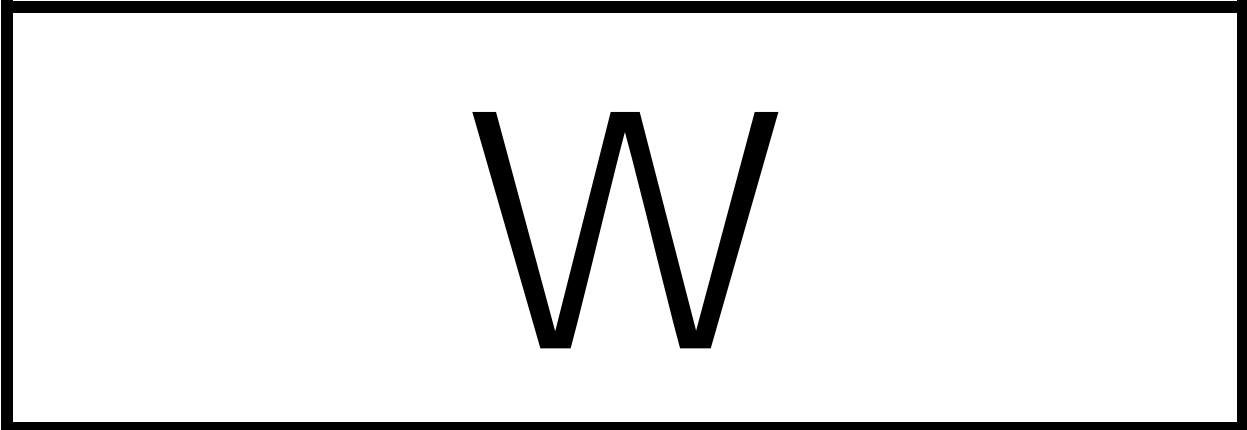
Title: Extended Use Regulatory Agreement and Declaration of Restrictive Covenants

Parties: **Birch Island Apartments PCDC LLC** as Grantor  
and Virginia Housing Development Authority, as Grantee

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

Recording Information: \_\_\_\_\_

**[Attach additional page(s) if there is more than one Regulatory Agreement.]**



W

Internet Safety Plan and  
Resident Information  
Form

- Resident Internet Education Information
- Draft Resident Acknowledgement Form
- Internet Security Plan

**WiFi Internet Service Resident Acknowledgement Form**

RESIDENT(S):	LANDLORD:	UNIT ADDRESS:
--------------	-----------	---------------

This form is an Addendum and is hereby incorporated and made a part of the Lease Contract and sets out the terms and conditions on which wireless internet service (WIFI) is provided free of charge. By signing this Addendum, you acknowledge that your apartment is equipped with a device that provides WIFI internet service broadcasted throughout the unit for your use, you acknowledge that you have received the Resident Internet Education Information Manual from an onsite management team member, you acknowledge that you have received and reviewed the Free Wifi Internet Service Terms, and you agree to the Free Wifi Internet Service Terms.

The service provided includes internet speed of 10MB download/3MB upload and may vary at peak times of the day. Should you wish to purchase your own internet service for your unit, you will need to contact the provider \_\_\_\_\_ at \_\_\_\_\_

You further acknowledge that this service may not be uninterrupted, error-free, nor guarantee the security of the service and/or harmful applications your device may be exposed to.

Resident(s) must not use the service for any unlawful or inappropriate purposes. Management reserves the right to terminate this service without notice at any time.

Resident(s) agree to report any repairs or maintenance needed to this equipment directly to an onsite management team member. Should resident(s) cause damage to the equipment or remove the equipment from the dwelling, management will assess the cost and resident(s) must pay management for damages and/or the actual cost of replacement of the equipment device. If not previously paid, management will assess the cost against the resident's security deposit and/or account statement upon move-out.

\_\_\_\_\_  
Resident Signature                      Date

\_\_\_\_\_  
Resident Signature                      Date

\_\_\_\_\_  
Resident Signature                      Date

\_\_\_\_\_  
Resident Signature                      Date

\_\_\_\_\_  
Resident Signature                      Date

\_\_\_\_\_  
Resident Signature                      Date

\_\_\_\_\_  
Authorized Agent for Owner              Date



## Resident Internet Education Information

### Free Wifi Internet Service Terms

Date Last Modified: -13-2019

Welcome home to your new apartment! Below you will find the information needed to connect to the free WIFI internet service provided in your unit ("Service"), which is provided to you by \_\_\_\_\_ . By using this Service or by clicking "accept" or "agree", you are agreeing to the terms of these Free Wifi Internet Service Terms ("Terms"). IF YOU DO NOT WANT TO AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICE.

Wireless SSID: \_\_\_\_\_

Wireless Password: \_\_\_\_\_

#### 1. Extent of the Service

1.1 We do not recommend in particular the use of any websites (or other internet related services) Service and your use of Service is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Service you access and do not guarantee that the Service is error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics, we do not examine the use to which you put the Service or the nature of the information you send or receive.

1.5 We do not guarantee:

1.5.1 the availability of the Service;

1.5.2 the speed at which information may be transmitted or received via the Service; or

1.5.3 that the Service will be compatible with your equipment or any software which you use.

1.6 While we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilizing the Service and you accept that it is your responsibility to protect your information and have adequate security in terms of equipment and procedures to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

## 2. Your Use of the Service

2.1 You must not use the Service to access Service, or send or receive e-mails, or otherwise transfer, stream or transmit content which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material that is text, pictures, films, video clips of a sexually explicit nature

2.1.4 contain offensive or derogatory images regarding sex, race, religion, color, origin, age, physical or mental disability, medical condition or sexual orientation

2.1.5 contain material which infringe third party's rights including intellectual property rights

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business or

2.1.7 are otherwise unlawful or inappropriate

2.2 Music, video, pictures, text and other content on the internet are copyrightable works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorized its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.2 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for personal, non-commercial use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 2.5

## 3. Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offense, either in the United States or in any jurisdiction throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities, and by using the Service you consent to our compliance with such requirements.



3.3 You agree and acknowledge that we may keep a log of the Internet Protocol "IP" addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have whether pursuant to clause 3.3 or otherwise, and are entitled to provide by law, to law enforcement authorities or rights-holders. YOU WAIVE AND AGREE TO HOLD HARMLESS US AND OUR AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

#### 4. Other Terms

4.1 You agree to indemnify, defend, hold harmless, and compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the Service in breach of these Terms, including but not limited to clauses 2.1 to 2.2 and 3.1 above.

4.2 We reserve the right to amend, alter, or modify these Terms at any time.

## Internet Security Plan – Birch Island Apartments

For basic issues and education on internet security this will be handled by onsite staff.

Basic security issues include:

- WIFI Password reset assistance
- Reset Cox provided device to factory settings at each unit turn
- Staff will not troubleshoot computers issues only issues related to the device and its security provided by cox.

Not basic security issues that will be triaged with Cox support include:

- Copyright issues
- Illegal downloading copyrighted files

Below are a list of Security features that would come with the Cox managed internet per unit service

Baseline Privacy Interface Plus (BPI+)

Stateful Packet Inspection Firewall (SPIF)

Customizable firewall security levels

Intrusion detection and prevention

Multilevel access policy

Security and service segregation per SSID

Parental control - URL-based website filtering and Time based access control



# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



# Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



# Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

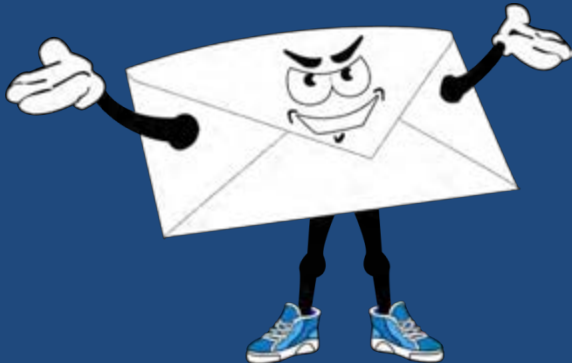
# Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



# Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.





Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

# Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



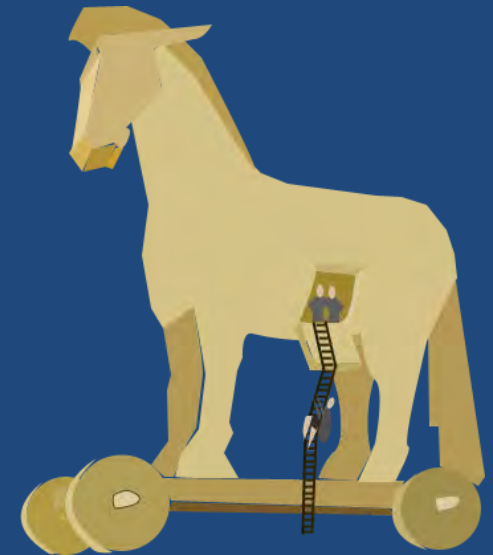
# Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





# Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

# Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

# Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)





# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

# Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

# How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as [www.kidzworld.com](http://www.kidzworld.com). Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





# Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



# Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

# Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)  
If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





# The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



# Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.





# About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



# About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

**REMEMBER:** You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

# Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:  
Office of the Attorney  
General

202 North Ninth Street  
Richmond, Virginia 23219

(804) 786-2071

[www.ag.virginia.gov](http://www.ag.virginia.gov)



X

# Marketing Plan

For units meeting accessibility requirements of HUD section

504

**Birch Island Apartments**  
**Wakefield, Sussex County, Virginia**

**Marketing Plan for Units Meeting Accessibility Requirements of HUD Section 504**

This marketing plan has been developed for the units in this apartment development that will be fully renovated to meet the accessibility requirements of HUD Section 504 (the "Marketing Plan"). This Marketing Plan has been designed to convey to current and potential residents with disabilities, that **Birch Island Apartments** will continue to be a unique rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. This plan will address ways in which property management will endeavor to secure and actively market the project to qualified tenants that are mobility impaired or developmentally disabled and likely will be served well by the features of a HUD Section 504 designed units. In addition, management will ensure quality tenancy, and effective management of the property.

The Management Agent will be responsible for the management of **Birch Island Apartments** as well as the marketing efforts to mobility impaired and/or developmentally disabled persons. The Management Agent will be responsible for all of the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications.

**I. Affirmative Fair Housing Marketing**

The Management Agent is pledged to the letter and the spirit of the USDA – Rural Development policy of the achievement of equal housing opportunity throughout the Nation's rural communities and will actively promote fair housing in the development and marketing of this project. Management Agent, it's Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, age, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act.

Any employee who has discriminated in the acceptance of a resident will be subject to disciplinary actions which may include dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income, and conformity with the requirements of the USDA – Rural Development, Section 8 and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure. Any resident who has questions not answered by the leasing staff will be referred to the Supervisor of the site staff.

All 504 designated units will be continually marketed on an ongoing basis. These units will be held vacant for at least 60 days in accordance to Virginia Housing Development Authorities' guidelines. Any move/relocation that is a result of accommodating a temporary/non-disabled tenant will be paid for by the owner of the Apartment Community.

## **II. Marketing and Outreach**

Locating people with disabilities to occupy the units meeting accessibility requirements of HUD Section 504 will be accomplished as follows:

### **I. Networking**

The Management Agent will contact local centers for independent living and disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

**Sussex County Department of Social Services 434-246-1083**

<http://www.sussexcountyva.gov/departments/social-services-department/>

**Sussex County Health Department –Crater Health District 434-246-8611**

<http://www.sussexcountyva.gov/departments/health-department/>

**District 19 Community Services Board 434-634-5181**

<http://www.d19csb.com/>

**Virginia Family Special Education Connection**

<https://vafamilysped.org>

**Virginia Department of Medical Assistance Services 804-786-7933**

<http://www.dmas.virginia.gov/>

**Virginia Department of Behavioral Health & Developmental Services 804-786-3921**

<http://www.dbhds.virginia.gov/>

### **2. Print Media**

Print media sources will also be identified in the **Wakefield/Sussex County** area that cater to people with disabilities as well as the public at large. These typically include The Virginia Gazette and other local, minority oriented newspapers. Other sources may include, but are not limited to, rental magazines such as the Apartment Shoppers Guide, Apartments For Rent, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo type, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

### **3. Resident Referrals**

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. Residents will be offered incentives, to be determined, for referring



qualified applicants who rent at the property. Flyers will be distributed to residents along with the project newsletter announcing the tenant referral program.

#### 4. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo.

These marketing materials include:

**Brochures** - A simple, two color brochure can be produced at low cost which will effectively sell the apartments and community. This brochure will include the floor plans, a listing of features and amenities. The floor plans should be printed in as large a format as possible.

**Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic. As such, each flyer should include a special offer with a deadline.

**Internet** – Listing on [VirginiaHousingSearch.com](http://VirginiaHousingSearch.com)

### III. Public and Community Relations

**Equal Housing Opportunity promotions** - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Supervisor of the site staff at the Management Agent directly. The Management Agent encourages and supports an affirmative fair housing marketing program as required by USDA – Rural Development in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical or mental handicap, political affiliation, source of income, or place of residence or business.

### IV. Preference for Persons with Intellectual or Development Disability

First Preference will be given to persons with an intellectual or development disability (ID/DD) as determined by the Virginia Department of Medical Assistance Services (DMAS) or the Virginia Department of Behavioral Health and Developmental Services (DBHDS). This will be accomplished by obtaining tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or the Virginia Department of Behavioral Health and Developmental Services (DBHDS), subject to appropriate federal approval.



# Struggling to Pay Rent due to COVID-19?

Your payments may be covered by a new state program

[Learn More](#)



## VirginiaHousingSearch.com

Select Language

# The Housing Search Site for Virginia



Menu

**Birch Island Apts I**  
10322 Penny Ln - Wakefield, VA 23888



[↓ Report an Issue ↓](#)

### \$589

Negotiable Deposit \$589

### Waiting List

Updated This Month

One Year Lease

Utilities Included: Water, Sewer, Trash Pickup

Application Fee: \$12 Per Adult

Credit Check : **YES**   Criminal Check : **YES**

**1 Bed • 1 Bath • Apartments**

601 sq.ft. • Built 1984 (approx.)

Contact	Birch Island,
Phone	<a href="tel:757-899-4803">757-899-4803</a>
Address	10322 Penny Lane



### Wakefield, VA 23888





## Basic Features

Pets	Not Allowed 🚫
Smoking	Allowed 🚫
Trash Service	Yes
School District	Sussex County Public Schools
Flooring	Carpet, Tile
Other Features	Lawn Care Included



## Appliances




Microwave	None
Refrigerator / Freezer	Freezer On Top
Clothes Washer	No Hookup
Clothes Dryer	No Hookup
Laundry Room / Facility	On Site
Other Appliances	Miniblinds



## Utilities

Air Conditioner	Central
Heating Type	Electric
Water Heater	Electric

## Specialized Information

Listing ID	309439
Familiar with Section 8 process	Yes 
Tax Credit Property	No 
Seniors Only	No 


## Accessibility

Counter/Vanity	Standard Height Counters and Vanity
Door/Faucet Handles	Unknown




## Kitchen & Bath Accessibility

Kitchen	Standard	<a href="#">↓ Comprehensive List ↓</a>
Bathroom	Standard	<a href="#">↓ Comprehensive List ↓</a>

## Safety

Lead-free / Passes Lead Safe Guidelines	Yes 
<a href="#">↪ Learn More</a>	<a href="#">HUD Lead Paint Guidelines</a> <a href="#">Lead Paint Disclosure Rule</a>
Fire Safety	<ul style="list-style-type: none"> <li>• Smoke Detector</li> <li>• Carbon Monoxide Detector</li> <li>• Fire Extinguisher</li> </ul>

## Parking and Entry

Parking Type	Off Street	
Parking in Front of Entrance	Yes	
Entry Location	From Outside	
Unit Entry	Flat or no-step entry	
Unit Minimum Door Width	Unknown	
Other Entry Options	<ul style="list-style-type: none"> <li>• Deadbolt on Entry Door</li> <li>• Unit on First Floor</li> <li>• Multi Story Unit</li> </ul>	 



## Nearby Services

Shopping Venues	Within One Mile
Grocery Shopping	Within One Mile
Pharmacy	Within One Mile



## Comments

Owner/Manager Comments

Open 8:30Am Mon-Fri And by appointments  
Saturday



We monitor listings, but if you see an issue, we want to hear from you!

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Y

Inducement Resolution  
for Tax Exempt Bonds

N/A