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# 2019 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 **2:00 PM**  
Richmond, VA Time On **March 14, 2019**

#### 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 Development Authority  
601 South Belvidere Street  
Richmond, Virginia 23220-6500

## INSTRUCTIONS FOR THE VIRGINIA 2019 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 **2:00 PM** Richmond Virginia time on **March 14, 2019**. 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:**

**VHDA can accept files via our work center site Procorem or on flash/thumb drives. Contact Hope Rutter for access to Procorem.**

**Do not submit any application materials to any email address unless specifically requested by the VHDA LIHTC Allocation Department staff.**

### Disclaimer:

VHDA 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 VHDA.

### 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 VHDA LIHTC Allocation Department. Please note that we cannot release the copy protection password.

### VHDA LIHTC Allocation Staff Contact Information

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
JD Bondurant	<a href="mailto:johndavid.bondurant@vhda.com">johndavid.bondurant@vhda.com</a>	(804) 343-5725
Hope Coleman Rutter	<a href="mailto:hope.rutter@vhda.com">hope.rutter@vhda.com</a>	(804) 343-5574
Sheila Stone	<a href="mailto:sheila.stone@vhda.com">sheila.stone@vhda.com</a>	(804) 343-5582
Stephanie Flanders	<a href="mailto:stephanie.flanders@vhda.com">stephanie.flanders@vhda.com</a>	(804) 343-5939
Pamela Freeth	<a href="mailto:pamela.freeth@vhda.com">pamela.freeth@vhda.com</a>	(804) 343-5563
Jovan Burton	<a href="mailto:Jovan.burton@vhda.com">Jovan.burton@vhda.com</a>	(804) 343-5518

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## 2019 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 VHDA's point system of ranking applications, and may assist VHDA in its determination of the appropriate amount of credits that may be reserved for the development.

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



A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 11/29/2019

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: Cynthia D. Rohlf  
 Chief Executive Officer's Title: City Manager Phone: 757-926-8411  
 Street Address: 2400 Washington Ave  
 City: Newport News State: VA Zip: 23607

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Tricia F. Wilson, Business Development Specialist, 757-926-3793

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

Chief Executive Officer's Name:   
 Chief Executive Officer's Title:   
 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:

or

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

**For Tax Exempt Bonds, Skip Numbers 2**

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

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2019.

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, 2019, 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 2019 credits pursuant to Section 42(h)(1)(E).

3. **Select Building Allocation type:**

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

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

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

A 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:

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

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?	<input type="text" value="0"/>	Do not enter values if development is not part of a !
Total Units within 4% Tax Exempt allocation Request?	<input type="text" value="38"/>	
Total Units:	<b>38</b>	

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

6. **Extended Use Restriction**

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

**Must Select One:**

**Definition of selection:**

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

**C. OWNERSHIP INFORMATION**

NOTE: VHDA 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 VHDA 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: Choice Neighborhood II LLC

Developer Name: Newport News Redevelopment & Housing Authority and Penrose Properties, LLC

Contact: M/M ▶ Ms. First: Karen MI: R Last: Wilds

Address: 227 27th St. P.O. Box 797

City: Newport News St. ▶ VA Zip: 23607

Phone: (757) 928-2662 Ext.  Fax: (757) 247-6535

Email address: kwilds@nnrha.com

Federal I.D. No. 83-3942417 (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.  
Sandra Powell spowell@nnrha.org (757) 928-2645

- ACTION:** a. Provide Owner's organizational documents (e.g. Partnership agreements) **(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>
Newport News Redevelopment and Housing Authorit	(757) 928-2662	Member	49.000%
Hunt Companies Inc	(267) 386-8600	Member	20.170%
Richard K Barnhart	(267) 386-8600	Member	11.475%
Mark H Dambly	(267) 386-8600	Member	11.475%
Timothy I Henkel	(267) 386-8600	Member	7.650%
James C Hunt	(267) 386-8600	Member	0.025%
W.L. Hunt	(267) 386-8600	Member	0.195%

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**

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- 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. .... **TRUE**

**Action:** Must be included on VHDA 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 VHDA 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 VHDA 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 and provide documentation - **Mandatory TAB E**)

Select Type:  Option

Expiration Date: 3/11/2024

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 VHDA. See QAP for further details.

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..... 3/11/2024 .

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: Newport News Redevelopment and Housing Authority

Address: 227 27th St. P.O. Box 797

City: Newport News St.: VA Zip: 23607

Contact Person: Karen R. Wilds Phone: (757) 928-2662

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

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

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

Names	Phone	Type Ownership	% Ownership	
Lessee			0.00%	<i>needs ownership %</i>
Pennrose Holdings, LLC	(757) 928-2662	Managing Member	49.00%	
			0.00%	
Seller/Lessor			0.00%	<i>needs ownership %</i>
Karen Wilds, Exec Director, NNRHA	(757) 928-2662	Local Housing Authority	51.00%	
			0.00%	
			0.00%	



F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... FALSE  
If no credits are being requested for existing buildings acquired for the development, skip this tab.
- b. This development has received a previous allocation of credits..... FALSE  
If so, in what year did this development receive credits? .....
- c. The development is listed on the RD 515 Rehabilitation Priority List?..... FALSE
- d. This development is an existing RD or HUD S8/236 development..... FALSE  
**Action:** (If True, provide required form in TAB Q)

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

2. Ten-Year Rule For Acquisition Credits

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... FALSE  
If no credits are being requested for rehabilitation expenditures, go on to Part 4
- b. Minimum Expenditure Requirements
  - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... FALSE
  - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE
  - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE
  - iv. There are different circumstances for different buildings..... FALSE  
**Action:** (If True, provide an explanation for each building in Tab K)

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 (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.
- FALSE 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 part III.)

**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..... TRUE

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶ Owner

Name: Newport News Redevelopment and Housing Authority (Please fit NP name within available space)

Contact Person: Karen R Wilds

Street Address: 227 27th St. P.O. Box 797

City: Newport News State: ▶ VA Zip: 00002-3607

Phone: (757) 928-2662 Extension: \_\_\_\_\_ Contact Email: kwilds@nnrha.org





**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	38	bedrooms	65
Total number of <b>rental</b> units in development	38	bedrooms	65
Number of low-income rental units	34	bedrooms	57
Percentage of rental units designated low-income	89.47%		
b. Number of new units:.....	38	bedrooms	65
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		49,185.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		0.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		1,568.00	
g. Total Usable Residential Heated Area.....		47,617.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....		100.00%	
i. Exact area of site in acres .....	0.797		
j. Locality has approved a final site plan or plan of development..... If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).		FALSE	
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	1056.10	SF	13	14
2BR Garden	1325.24	SF	19	21
3BR Garden	1667.33	SF	2	3
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
			34	38

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: Cafe, urgent care facility, small retail
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

**H. STRUCTURE AND UNITS INFORMATION**

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

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

h. Development contains an elevator(s). FALSE  
 If true, # of Elevators. 2  
 Elevator Type (if known) \_\_\_\_\_

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

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

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

l. Describe Community Facilities: Community room and outdoor rec area/green space

m. Number of Proposed Parking Spaces..... 38  
 Parking is shared with another entity ..... FALSE

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

**H. STRUCTURE AND UNITS INFORMATION**

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**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 VHDA'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	1.20%
Project Wide Capture Rate - Market Units	0.50%
Project Wide Capture Rate - All Units	2.00%
Project Wide Absorption Period (Months)	5

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 Architect Certification (**Mandatory**) and documents related to following items if applicable (**TAB F**)

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

- FALSE a. A community/meeting room with a minimum of 749 square feet is provided.
- 40.00% 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).
- TRUE d. Each bathroom contains only of WaterSense labeled faucets, toilets and showerheads.
- 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
- FALSE h. Each unit is provided free individual WiFi access.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- FALSE k. Cooking surfaces are equipped with fire prevention features
- or
- TRUE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE o. All interior doors within units are solid core.
- TRUE p. At minimum, one USB charging port in each kitchen, living room and all bedrooms.
- 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:

- TRUE a. All cooking ranges have front controls.

J. ENHANCEMENTS

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:

FALSE Earthcraft Gold or higher certification

FALSE

National Green Building Standard (NGBS) certification of Silver or higher.

FALSE U.S. Green Building Council LEED certification

TRUE

Enterprise Green Communities (EGC) Certification

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

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

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

FALSE Zero Energy Ready Home Requirements

FALSE

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 VHDA's Universal Design standards.

38 b. Number of Rental Units constructed to meet VHDA's Universal Design standards:

100% % of Total Rental Units

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

If not, please explain:

I. UTILITIES

- 1. Describe the Heating/AC System: Mini-split sys. Horizontal ducted heat pump
- 2. Services Included:

Utilities	Type of Utility (Gas, Electric, Oil, etc.)	Utilities ▶ Paid by:	Enter Allowances by Bedroom Size				
			0-bdr	1-bdr	2-bdr	3-bdr	4-br
Heating	Electric	Tenant	0	18	20	21	0
Air Conditioning	Electric	Tenant	0	8	11	14	0
Cooking	Electric	Tenant	0	5	7	9	0
Lighting	Electric	Tenant	0	18	25	32	0
Hot Water	Electric	Tenant	0	11	14	18	0
Water	Water	Tenant	0	20	31	48	0
Sewer	Sewer	Owner	0	0	0	0	0
Trash	Trash	Owner	0	0	0	0	0
Total utility allowance for costs paid by tenant			\$0	\$80	\$108	\$142	\$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: HUD Utility Model (HUSM)

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

**K. SPECIAL HOUSING NEEDS**

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**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 Rehabilitation Act.**



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.....  FALSE

(If **True**, VHDA 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 (**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 such waiting list:  Newport News Redevelopment and Housing Authority

Contact person:  Carl Williamson

Title:  Director of Housing

Phone Number  (757) 928-2659

**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:  2  
% of total Low Income Units  6%

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



**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			
# of Units	% of Units		
0	0.00%	20% Area Median	
0	0.00%	30% Area Median	
2	5.26%	40% Area Median	800%
19	50.00%	50% Area Median	1000%
13	34.21%	60% Area Median	2400%
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
4	10.53%	Market Units	
38	100.00%	<b>Total</b>	

Rent Levels			
# of Units	% of Units		
0	0.00%	20% Area Median	
0	0.00%	30% Area Median	
2	5.26%	40% Area Median	
19	50.00%	50% Area Median	
13	34.21%	60% Area Median	
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
4	10.53%	Market Units	
38	100.00%	<b>Total</b>	

- b. The development plans to utilize income averaging..... **FALSE**  
 If above is 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.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	Number of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	1	1	849.00	\$930.00	\$930
Mix 2	1 BR - 1 Bath	60% AMI	8	1	718.00	\$780.00	\$6,240
Mix 3	1 BR - 1 Bath	Market 100%	1		748.00	\$950.00	\$950
Mix 4	2 BR - 1.5 Bath	40% AMI	1	1	1014.00	\$1,124.00	\$1,124
Mix 5	2 BR - 1.5 Bath	50% AMI	17	1	1014.00	\$1,124.00	\$19,108
Mix 6	2 BR - 1.5 Bath	60% AMI	1		1028.00	\$945.00	\$945
Mix 7	2 BR - 1.5 Bath	Market 100%	2		1028.00	\$1,124.00	\$2,248
Mix 8	3 BR - 2 Bath	50% AMI	2	1	1348.00	\$1,470.00	\$2,940
Mix 9	3 BR - 2 Bath	Market 100%	1		1395.00	\$1,470.00	\$1,470
Mix 10	1 BR - 1 Bath	60% AMI	2		849.00	\$780.00	\$1,560
Mix 11	1 BR - 1 Bath	60% AMI	2		748.00	\$780.00	\$1,560
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0

L. UNIT DETAILS

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
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Mix 40							\$0
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Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0

**L. UNIT DETAILS**

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>			38	5	10,739.00	\$11,477	\$39,075

<b>Total Units</b>	<b>38</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>31,763.00</b>
			<b>MKT Units</b>	<b>4,199.00</b>
			<b>Total NR SF:</b>	<b>35,962.00</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>88.32379%</b>
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**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$4,976
2. Office Salaries			
3. Office Supplies			\$588
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$26,950
5.99% of EGI	\$709.21	Per Unit	
6. Manager Salaries			\$23,342
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$2,198
9. Auditing			\$7,142
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$4,285
12. Tax Credit Monitoring Fee			\$1,330
13. Miscellaneous Administrative			\$15,375
<b>Total Administrative</b>			<b>\$86,186</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$18,379
16. Water			\$1,523
17. Gas			\$0
18. Sewer			\$1,943
<b>Total Utility</b>			<b>\$21,845</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$0
23. Trash Removal			\$4,571
24. Security Payroll/Contract			\$1,731
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$20,196
29. Repairs/Material			\$0
30. Repairs Contract			\$5,750
31. Elevator Maintenance/Contract			\$4,670
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$2,381
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$0
<b>Totals Operating &amp; Maintenance</b>			<b>\$39,299</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$34,200
39. Payroll Taxes	\$15,107
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$24,700
42. Fidelity Bond	\$0
43. Workman's Compensation	\$10,800
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$84,807</b>

<b>Total Operating Expense</b>	<b>\$232,137</b>
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<b>Total Operating Expenses Per Unit</b>	<u>\$6,109</u>	<b>C. Total Operating Expenses as % of EGI</b>	<u>51.58%</u>
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<b>Replacement Reserves</b> (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	<u>\$11,400</u>
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<b>Total Expenses</b>	<b>\$243,537</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

2019 Low-Income Housing Tax Credit Application For Reservation

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	Completed	Karen Wilds
b. Site Acquisition	9/30/2020	Sandra Powell
c. Zoning Approval	N/A - Zoning is in Place	
d. Site Plan Approval	4/1/2020	Christine Robertson
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	5/30/2020	Christine Robertson
ii. Conditional Commitment	8/1/2020	Christine Robertson
iii. Firm Commitment	8/1/2020	Christine Robertson
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	5/30/2020	Christine Robertson
ii. Conditional Commitment	8/1/2020	Christine Robertson
iii. Firm Commitment	8/1/2020	Christine Robertson
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	N/A	
ii. Conditional Commitment	N/A	
iii. Firm Commitment	N/A	
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	Newport News City Funds	Karen Wilds
ii. Application	Funds Secured/Committed	Karen Wilds
iii. Award/Commitment	Funds Secured/Committed	Karen Wilds
<b>2. Formation of Owner</b>	Completed	Karen Wilds
<b>3. IRS Approval of Nonprofit Status</b>	Secured	Completed
<b>4. Closing and Transfer of Property to Owner</b>	9/30/2020	Christine Robertson
<b>5. Plans and Specifications, Working Drawings</b>	3/4/2020	WRT/Modesto Bigas-Valedon
<b>6. Building Permit Issued by Local Government</b>	8/1/2020	Christine Robertson
<b>7. Start Construction</b>	9/30/2020	Canterbury/Junior Burr
<b>8. Begin Lease-up</b>	6/1/2020	Jennifer Hayward/PMC
<b>9. Complete Construction</b>	12/30/2021	Canterbury/Junior Burr
<b>10. Complete Lease-Up</b>	3/1/2022	Jennifer Hayward/PMC
<b>11. Credit Placed in Service Date</b>	2/1/2022	Christine Robertson



**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)	4,970,737	0	4,970,737	
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	193,012	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	5,163,749	0	4,970,737	0
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	503,780	0	503,780	
p. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	503,780	0	503,780	0
<b>Total Structure and Land</b>	5,667,529	0	5,474,517	0
q. General Requirements	340,050		340,050	0
r. Builder's Overhead ( 2.0% Contract)	113,351		113,351	0
s. Builder's Profit ( 6.0% Contract)	340,050		340,050	0
t. Bonds	74,827	0	74,827	0
u. Building Permits	0	0	0	0
v. Special Construction	283,631	0	283,631	0
w. Special Equipment	0	0	0	0
x. Other 1: _____	0	0	0	0
y. Other 2: _____	0	0	0	0
z. Other 3: _____	0	0	0	0
<b>Contractor Costs</b>	<b>\$6,819,438</b>	<b>\$0</b>	<b>\$6,626,426</b>	<b>\$0</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	78,375	0	76,024	0
b. Architecture/Engineering Design Fee \$10,055 /Unit)	382,094	0	370,631	0
c. Architecture Supervision Fee \$2,619 /Unit)	99,512	0	96,527	0
d. Tap Fees	190,000	0	184,300	0
e. Environmental	21,375	0	19,500	0
f. Soil Borings	23,750	0	22,323	0
g. Green Building (Earthcraft, LEED, etc.)	40,000	0	37,597	0
h. Appraisal	15,000	0	0	0
i. Market Study	15,000	0	15,000	0
j. Site Engineering / Survey	102,319	0	99,250	0
k. Construction/Development Mgt	90,250	0	87,542	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest ( 5.3% for 18 months)	147,905	0	103,533	0
o. Taxes During Construction	17,100	0	0	0
p. Insurance During Construction	0	0	0	0
q. Permanent Loan Fee ( 3.0% )	0	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	73,500	0	24,000	0
u. Accounting	0	0	0	0
v. Title and Recording	55,000	0	27,500	0
w. Legal Fees for Closing	140,000	0	69,220	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	13,919			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	35,000	0	35,000	0
ab. Organization Costs	1,000	0	1,000	0
ac. Operating Reserve	207,450	0	0	0
ad. Contingency	0	0	0	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
(1) Other* specify: Nutrient Credit Purchase	19,000	0	18,430	0
(2) Other* specify: Builder's Risk Insurance	41,800	0	39,289	0
(3) Other* specify: Construction Loan Insp Fee	60,000	0	60,000	0
(4) Other* specify: Rent-Up Reserve	35,000	0	0	0
(5) Other* specify: Supportive Services Escrow	25,000	0	0	0
(6) Other* specify: Marketing Escrow	10,000	0	0	0
(7) Other* specify:	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0		0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$1,939,349	\$0	\$1,386,666	\$0
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	\$8,758,787	\$0	\$8,013,092	\$0
<b>3. Developer's Fees</b>	1,060,000	0	1,060,000	0
<b>4. Owner's Acquisition Costs</b>				
Land	0			
Existing Improvements	0	0		
Subtotal 4:	\$0	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$9,818,787	\$0	\$9,073,092	\$0

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$1,081,054**

Proposed Development's Cost per Unit:  
per Sq Foot  
Applicable Cost Limit per unit:

\$258,389  
\$200  
\$259,224

**Meets Limits**  
**Proposed Cost by Sq Ft exceeds limit**

2019 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):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	9,818,787	0	9,073,092	0
<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>		0	9,073,092	0
<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>			2,721,928	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			11,795,020	0
<b>5. Applicable Fraction</b>		88.32379%	88.32379%	88.32379%
<b>6. Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		0	10,417,808	0
<b>7. Applicable Percentage</b> <i>(Beginning with 2016 Allocations, use the standard 9% rate.)</i> <i>(For tax exempt bonds, use the most recently published rates.)</i>		0.00%	3.18%	
<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)		\$0	\$331,286	\$0
			\$331,286 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. Construction Loan	05/30/20	08/30/20	\$3,155,300	To be determined
2. LIHTC Equity	12/01/19		\$1,843,580	To be determined
3. CNI/City Funds/DesignAm	03/01/19	03/12/19	\$3,838,326	
Total Construction Funding:			\$8,837,206	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. First Mortgage Loan	5/30/2020	8/30/2020	\$3,725,000	\$179,929	3.75%	40.00	40.00
2. DHCD VCI	8/23/2019		\$1,250,000		0.00%	40.00	40.00
3. City of Newport News Fun	2/1/2019		\$500,000		0.00%	40.00	40.00
4. Federal Home Loan Bank	2/1/2019		\$500,000		0.00%	40.00	40.00
5. CNI	2/1/2019		\$400,000		0.00%	40.00	40.00
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$6,375,000	\$179,929			

**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.	City of Newport News - HOME Funds	3/12/2019	\$50,000
2.	City of NN Design Amenities Fund	3/12/2019	\$124,726
3.	CNI Funds	5/13/2019	\$1,713,600
4.			
5.			
Total Subsidized Funding			\$1,888,326

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

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds		\$5,000,000
b.	RD 515		\$0
c.	Section 221(d)(3)		\$0
d.	Section 312		\$0
e.	Section 236		\$0
f.	VHDA SPARC/REACH		\$0
g.	HOME Funds		\$500,000
h.	Other:	DHCD VCI	\$1,250,000
i.	Other:	CNI	\$1,713,600

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: **55.11%**

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

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

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

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

2019 Low-Income Housing Tax Credit Application For Reservation

**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	\$296,568	(Note: Deferred Developer Fee cannot be negative.)			
iv. Other:	\$0				
<b>Equity Total</b>		<b>\$296,568</b>			

**2. Equity Gap Calculation**

a. Total Development Cost	\$9,818,787	
b. Total of Permanent Funding, Grants and Equity	-	\$6,671,568
c. Equity Gap	-	\$3,147,219
d. Developer Equity	-	\$315
e. Equity gap to be funded with low-income tax credit proceeds		\$3,146,904

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

a. Actual or Anticipated Name of Syndicator:			
Contact Person:		Phone:	
Street Address:			
City:		State:	
		Zip:	
b. Syndication Equity			
i. Anticipated Annual Credits		\$331,286.00	
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)		\$0.950	
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		\$331,253	
vi. Total to be paid by anticipated users of credit (e.g., limited partners)		\$3,146,904	
c. Syndication: <u>Private</u>			
d. Investors: <u>Corporate</u>			

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$3,146,904

**5. Net Equity Factor**

Must be equal to or greater than 85% 95.0000519754%



**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 VHDA to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, VHDA at all times retains the right to substitute such information and assumptions as are determined by VHDA 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 VHDA for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		\$9,818,787
2. Less Total of Permanent Funding, Grants and Equity	-	\$6,671,568
3. Equals Equity Gap		\$3,147,219
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		95.0000519754%
5. Equals Ten-Year Credit Amount Needed to Fund Gap		\$3,312,861
Divided by ten years		10
6. Equals Annual Tax Credit Required to Fund the Equity Gap		\$331,286
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$331,286
8. Requested Credit Amount	For 30% PV Credit:	\$331,286
	For 70% PV Credit:	\$0
Credit per LI Units	\$9,743.7059	
Credit per LI Bedroom	\$5,812.0351	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$331,286</b>

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units		\$34,407
Plus Other Income Source (list): <u>Commercial Income, NSF fees, application fees</u>		\$1,200
Equals Total Monthly Income:		\$35,607
Twelve Months		x12
Equals Annual Gross Potential Income		\$427,284
Less Vacancy Allowance <u>7.0%</u>		\$29,910
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$397,374</b>

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

Total Monthly Income for Market Rate Units:		\$4,668
Plus Other Income Source (list): <u>NSF Fees, application fees</u>		\$50
Equals Total Monthly Income:		\$4,718
Twelve Months		x12
Equals Annual Gross Potential Income		\$56,616
Less Vacancy Allowance <u>7.0%</u>		\$3,963
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>		<b>\$52,653</b>

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

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

a. Annual EGI Low-Income Units	\$397,374
b. Annual EGI Market Units	\$52,653
c. Total Effective Gross Income	\$450,027
d. Total Expenses	\$243,537
e. Net Operating Income	\$206,490
f. Total Annual Debt Service	\$179,929
g. Cash Flow Available for Distribution	\$26,561

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	450,027	459,028	468,208	477,572	487,124
Less Oper. Expenses	243,537	250,843	258,368	266,119	274,103
Net Income	206,490	208,184	209,840	211,453	213,021
Less Debt Service	179,929	179,929	179,929	179,929	179,929
Cash Flow	26,561	28,255	29,911	31,524	33,092
Debt Coverage Ratio	1.15	1.16	1.17	1.18	1.18

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	496,866	506,803	516,940	527,278	537,824
Less Oper. Expenses	282,326	290,796	299,520	308,505	317,761
Net Income	214,540	216,008	217,420	218,773	220,063
Less Debt Service	179,929	179,929	179,929	179,929	179,929
Cash Flow	34,611	36,079	37,491	38,844	40,134
Debt Coverage Ratio	1.19	1.20	1.21	1.22	1.22

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	548,580	559,552	570,743	582,158	593,801
Less Oper. Expenses	327,293	337,112	347,226	357,642	368,372
Net Income	221,287	222,440	223,518	224,516	225,430
Less Debt Service	179,929	179,929	179,929	179,929	179,929
Cash Flow	41,358	42,511	43,589	44,587	45,501
Debt Coverage Ratio	1.23	1.24	1.24	1.25	1.25

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: 1

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

DO NOT use the CUT feature

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		34	4	2700 Jefferson Avenue		Newport News	VA	23607				\$0	\$10,417,808	02/01/22	3.18%	\$331,286				\$0
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0
		34	4	Totals from all buildings					\$0	\$0	\$10,417,808	\$0	\$331,286	\$0						

Number of BINS: 1

**V. STATEMENT OF OWNER**

---

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless VHDA and its assigns against all losses, costs, damages, VHDA's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to VHDA'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 VHDA 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 VHDA 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 VHDA 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, VHDA 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 VHDA 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 VHDA at its sole discretion.

V. STATEMENT OF OWNER

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- 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 VHDA 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 VHDA's inability to process the application. The original or copy of this application may be retained by VHDA, 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:

Choice Neighborhood II, LLC

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By:

\_\_\_\_\_  
President

(Title)

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 VHDA'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. VHDA reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

**MANDATORY ITEMS:**

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

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

**1. READINESS:**

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

Y	0 or -50	0.00
N	0 or -25	0.00
N	0 or 40	0.00
N	0 or 10	0.00
Y	0 or 15	15.00
N	0 or 15	0.00
Total:		<u>15.00</u>

**2. HOUSING NEEDS CHARACTERISTICS:**

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development listed on the Rural Development Rehab Priority List
- h. Dev. located in area with little or no increase in rent burdened population
- i. Dev. located in area with increasing rent burdened population

Y	0 or up to 5	2.24
N	0 or 20	0.00
19.23%	Up to 40	38.46
Y	0 or 5	5.00
Y	0 or 10	10.00
0%	0, 20, 25 or30	0.00
N	0 or 15	0.00
N	Up to -20	0.00
Y	Up to 20	20.00
Total:		<u>75.70</u>

**2019 Low-Income Housing Tax Credit Application For Reservation**

**3. DEVELOPMENT CHARACTERISTICS:**

a. Amenities (See calculations below)			39.75
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)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards	100%	Up to 15	15.00
h. Developments with less than 100 units	Y	up to 20	20.00
i. Historic Structure	N	0 or 5	0.00
	<b>Total:</b>		<b>154.75</b>

**4. TENANT POPULATION CHARACTERISTICS:**

Locality AMI	State AMI
\$75,000	\$55,900

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	5.88%	Up to 15	0.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	5.88%	Up to 10	5.88
e. Units with rent and income at or below 50% of AMI	61.76%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	61.76%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	61.76%	Up to 50	0.00
	<b>Total:</b>		<b>55.88</b>

**5. SPONSOR CHARACTERISTICS:**

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	Y	0 or 50	50.00
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 VHDA	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
	<b>Total:</b>		<b>50.00</b>

**6. EFFICIENT USE OF RESOURCES:**

a. Credit per unit		Up to 200	99.82
b. Cost per unit		Up to 100	-6.40
	<b>Total:</b>		<b>93.42</b>

**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
	<b>Total:</b>		<b>60.00</b>

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

**TOTAL SCORE: 504.75**



**2019 Low-Income Housing Tax Credit Application For Reservation**

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**Amenities:**

	Max Pts	Score
All units have:		
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	25	13.75
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	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>39.75</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><u>39.75</u></u>

X. Development Summary

Summary Information

2019 Low-Income Housing Tax Credit Application For Reservation

**Deal Name:** Carrier Point II

**Cycle Type:** 4% Tax Exempt Bonds Credits  
**Allocation Type:** New Construction  
**Total Units:** 38  
**Total LI Units:** 34  
**Project Gross Sq Ft:** 49,185.00  
**Green Certified?:** TRUE

**Requested Credit Amount:** \$331,286  
**Jurisdiction:** Newport News City  
**Population Target:** General  
**Owner Contact:** Karen Wilds

<b>Total Score</b> 504.75
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Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$6,375,000	\$167,763	\$130	\$179,929

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$5,667,529	\$149,146	\$115	57.72%
General Req/Overhead/Profit	\$793,451	\$20,880	\$16	8.08%
Other Contract Costs	\$358,458	\$9,433	\$7	3.65%
Owner Costs	\$1,939,349	\$51,036	\$39	19.75%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$1,060,000	\$27,895	\$22	10.80%
<b>Total Uses</b>	<b>\$9,818,787</b>	<b>\$258,389</b>		

Total Development Costs	
Total Improvements	\$8,758,787
Land Acquisition	\$0
Developer Fee	\$1,060,000
<b>Total Development Costs</b>	<b>\$9,818,787</b>

Income	
Gross Potential Income - LI Units	\$427,284
Gross Potential Income - Mkt Units	\$56,616
Subtotal	\$483,900
Less Vacancy %	7.00%
<b>Effective Gross Income</b>	<b>\$450,027</b>

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$86,186	\$2,268
Utilities	\$21,845	\$575
Operating & Maintenance	\$39,299	\$1,034
Taxes & Insurance	\$84,807	\$2,232
<b>Total Operating Expenses</b>	<b>\$232,137</b>	<b>\$6,109</b>
Replacement Reserves	\$11,400	\$300
<b>Total Expenses</b>	<b>\$243,537</b>	<b>\$6,409</b>

Cash Flow	
EGI	\$450,027
Total Expenses	\$243,537
<b>Net Income</b>	<b>\$206,490</b>
Debt Service	\$179,929
<b>Debt Coverage Ratio (YR1):</b>	<b>1.15</b>

**Proposed Cost Limit/Unit:** \$258,389  
**Applicable Cost Limit/Unit:** \$259,224  
**Proposed Cost Limit/Sq Ft:** \$200  
**Applicable Cost Limit/Sq Ft:** \$208

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	14
# of 2BR	21
# of 3BR	3
# of 4+ BR	0
<b>Total Units</b>	<b>38</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	2	2
50% AMI	19	19
60% AMI	13	13
>60% AMI	0	0
<b>Market</b>	<b>4</b>	<b>4</b>

Income Averaging? FALSE

Extended Use Restriction? 30

2019 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$193.80** Credits/SF = **7.842292** Const \$/unit = **\$179,458.8947**

TYPE OF PROJECT GENERAL = 11000; ELDERLY = 12000  
 LOCATION Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600  
 TYPE OF CONSTRUCTION N C=1; ADPT=2; REHAB(35,000+)=3; REHAB (15,000-35,000)=4

**11000**  
**500**  
**1**

\*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
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
AVG UNIT SIZE	0.00	1,056.10	1,325.24	1,667.33	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	13	19	2	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	186,120	248,160	291,588	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	186,120	248,160	291,588	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	186,120	248,160	291,588	0	0	0	0
PROJECT COST PER UNIT	0	204,676	256,836	323,134	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	15,998	21,330	25,063	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	15,998	21,330	25,063	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	15,998	21,330	25,063	0	0	0	0
PROJECT CREDIT PER UNIT	0	8,282	10,393	13,076	0	0	0	0
COST PER UNIT POINTS	0.00	-3.81	-1.95	-0.64	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	36.88	57.31	5.63	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **-6.40**

TOTAL CREDIT PER UNIT POINTS **99.82**

**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>	0	0	0	0	0	0	0

**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>	0	0	0	0	0	0	0

**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
Standard Parameter - low rise	0	186,120	248,160	291,588	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>	0	186,120	248,160	291,588	0	0	0	0

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Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	0	15,998	21,330	25,063	0	0	0	0

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

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Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
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	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
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Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	0	15,998	21,330	25,063	0	0	0	0



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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
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PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
AVG UNIT SIZE	0.00	1,056.10	1,325.24	1,667.33	0.00	0.00	0.00	0.00
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CREDIT PARAMETER	0	15,998	21,330	25,063	0	0	0	0
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CREDIT PER UNIT POINTS	0.00	36.88	57.31	5.63	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **-6.40**

TOTAL CREDIT PER UNIT POINTS **99.82**

**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
Standard Parameter - low rise	0	186,120	248,160	291,588	0	0	0	0
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Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>186,120</b>	<b>248,160</b>	<b>291,588</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
Standard Credit Parameter - low rise	0	15,998	21,330	25,063	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>15,998</b>	<b>21,330</b>	<b>25,063</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
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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>

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<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>186,120</b>	<b>248,160</b>	<b>291,588</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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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>15,998</b>	<b>21,330</b>	<b>25,063</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>





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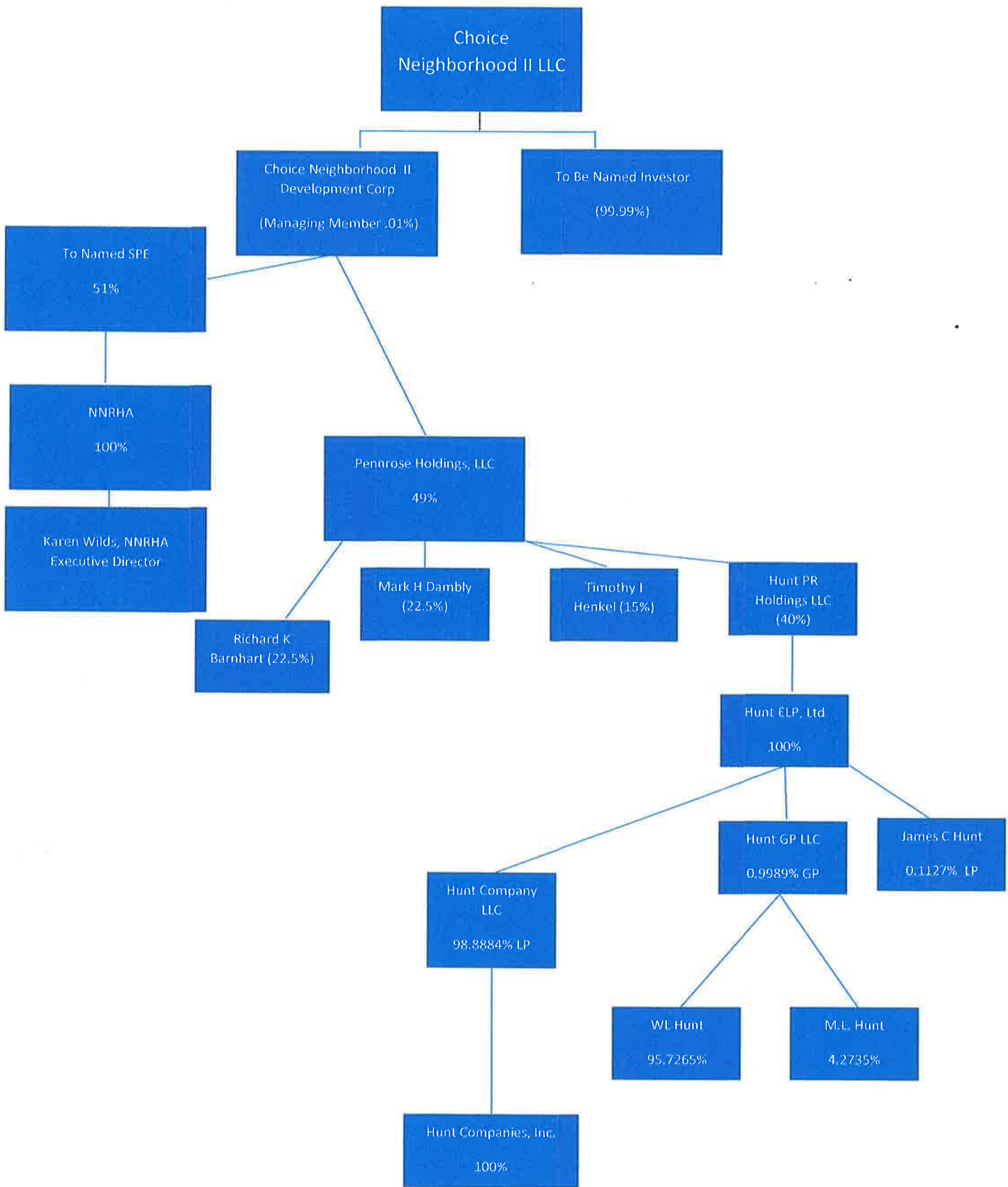
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# Partnership or Operating Agreement

Including chart of ownership structure with percentage of  
interests **(MANDATORY)**



**OPERATING AGREEMENT  
OF  
CHOICE NEIGHBORHOOD II LLC**

THIS OPERATING AGREEMENT, dated as of November 26, 2019, by the undersigned parties who, by its execution of this Operating Agreement, has become the sole member of Choice Neighborhood II LLC, a Virginia limited liability company (the "Company"), provides as follows:

RECITALS:

The Manager (as defined herein) caused the Company to be organized as a limited liability company under the laws of the Commonwealth of Virginia effective as of the date hereof, and enters into this Operating Agreement to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the undersigned party does hereby covenant as follows:

**ARTICLE I**

**DEFINITIONS**

1.01 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 Ann. § 13.1-1000 et seq., as amended and in force from time to time.

(b) "Articles" shall mean the articles of organization of the Company, as amended and in force from time to time.

(c) "Capital Account" shall mean as of any given date the amount calculated and maintained by the Company for each Member as provided in Section 6.04 hereof.

(d) "Capital Contribution" shall mean any contribution to the capital of the Company by a Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company by a Member, as determined pursuant to Section 6.01 hereof.

(e) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "Company" shall refer to Choice Neighborhood II LLC.

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

(h) "Manager" shall mean a manager of the Company, whose rights, powers and duties are specified in Article V hereof.

(i) "Member" shall mean each Person that is identified as an initial Member in Article III hereof or is admitted as a Member (either as a transferee of a Membership Interest or as an additional Member) as provided in Article VIII hereof. A Person shall cease to be a Member at such time as he no longer owns any Membership Interest.

(j) "Membership Interest" shall mean the ownership interest of a Member in the Company, which may be expressed as a percentage equal to such Member's Capital Account divided by the aggregate Capital Accounts of all Members. The Membership Interests may be recorded from time to time on a schedule attached to this Operating Agreement.

(k) "Operating 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 admits.

## ARTICLE II

### PURPOSES AND POWERS OF COMPANY

2.01 Purposes. The purposes of the Company shall be to:

(a) Acquire, develop, own, manage, operate, buy, sell, exchange, finance, refinance and otherwise deal with real estate and personal property incidental to real estate, as the Member may from time to time deem to be in the best interests of the Company, in particular, to acquire certain real estate in Newport News, rehabilitate the existing buildings thereon, operate thereon an affordable multifamily housing development using a combination of debt and equity derived from federal low income housing tax credits, to do all acts necessary or incidental to the accomplishment of that purpose and to engage such engineers, architects, contractors and other persons to accomplish such purpose. In particular, the Company is authorized to prepare and file an application for reservation of low incoming housing tax credits with the Virginia Housing Development Authority and to enter into such other agreements as may be required for the purposes set forth above; and

(b) Engage in such other activities as are related or incidental to the foregoing purposes or otherwise reasonably necessary to accomplish the purposes of the Company and to do all such other acts or things except as may be specifically prohibited by this Operating Agreement of state or federal law.

2.02 Powers. The Company shall have all powers and rights of a limited liability company organized under the Act, to the extent such powers and rights are not proscribed by the Articles.

### ARTICLE III

#### NAMES, ADDRESSES AND MEMBERSHIP INTERESTS OF INITIAL MEMBERS; PRINCIPAL OFFICE

3.01 Names, Addresses and Membership Interests of Initial Members. The name, address and Membership Interest of the initial Members are as follows:

<u>Name and Address</u>	<u>Membership Interests</u>
Choice Neighborhood II Development Corporation 227 27 <sup>th</sup> Street Newport News, Virginia 23607	0.01%
Pennrose LP, LLC 230 Wyoming Avenue Kingston, Pennsylvania 18704	99.99%

3.02 Principal Office. The principal office of the Company shall initially be at 227 27<sup>th</sup> Street, Newport News, Virginia 23607. The principal office may be changed from time to time by the Manager.

### ARTICLE IV

#### VOTING POWERS, MEETINGS, ETC. OF MEMBERS

4.01 In General. The Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members' right to vote or otherwise participate with respect to matters relating to the Company shall be limited to those matters as to which the express terms of the Act, the Articles or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

4.02 Actions Requiring Approval of Members.

(a) Notwithstanding any other provisions of this Operating Agreement, the unanimous approval of the Members shall be required in order for any of the following actions to be taken on behalf of the Company:

(i) Amending the Articles or this Operating Agreement in any manner that materially alters the preferences, privileges or relative rights of the Members.

(ii) Electing the Managers as provided in Article V hereof.

(iii) Taking any action that would make it impossible to carry on the ordinary business of the Company.

(iv) Confessing a judgment against the Company in excess of \$5,000.

(v) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.

(vi) Loaning Company funds in excess of \$25,000 or for a term in excess to one year to any Member.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of all the Members shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 4.02(a) above or any other matters that require the approval or consent of the Members.

4.03 Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article.

4.04 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager, and shall be called by the Manager at the request of any two Members, or such lesser number of Members as are Members of the Company.

4.05 Place of Meeting. The place of any meeting of the Members shall be the principal office of the Company, unless another place, either within or outside the Commonwealth of Virginia, is designated by the Members.

4.06 Notice of Meetings. Written notice stating the place, day and hour of any meeting of the Members and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by mail, electronic mail or facsimile, by or at the direction of the Manager, to each Member, unless the Act or the Articles require different notice.



4.07 Conduct of Meetings. All meetings of the Members shall be presided over by a chairperson of the meeting, who shall be a Manager, or a Member designated by the Manager. The chairperson of any meeting of the Members shall determine the order of business and the procedure at the meeting, including regulation of the manner of voting and the conduct of discussion, and shall appoint a secretary of such meeting to take minutes thereof.

4.08 Participation by Telephone or Similar Communications. Members may participate and hold a meeting by means of conference telephone or similar communications equipment by means of which all Members participating can hear and be heard, and such participation shall constitute attendance and presence in person at such meeting.

4.09 Waiver of Notice. When any notice of a meeting of the Members is required to be given, a waiver thereof in writing signed by a Member entitled to such notice, whether given before, at, or after the time of the meeting as stated in such notice, shall be equivalent to the proper giving of such notice.

4.10 Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite number or percentage of such Members necessary for adoption or approval of such matter on behalf of the Company. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

## ARTICLE V

### MANAGERS

5.01 Powers of Managers. Except as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, one or more Managers. The powers so exercised shall include but not be limited to the following:

(a) Entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(b) Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

- (c) Collecting funds due to the Company.
- (d) Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company.
- (e) To the extent that funds of the Company are available therefor, paying debts and obligations of the Company.
- (f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings.
- (g) Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, 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 any Member may have a financial interest in such firms or corporations.
- (h) Making elections available to the Company under the Code.
- (i) Registering the Company as a tax shelter with the Secretary of the Treasury and furnishing to such Secretary lists of investors in the Company, if required pursuant to applicable provisions of the Code.
- (j) Obtaining general liability, property and other insurance for the Company, as the Managers deem proper.
- (k) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 4.02 hereof.
- (l) Doing and performing all such things and executing, acknowledging and delivering 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.

#### 5.02 Election, Etc. of Managers.

(a) The Members hereby unanimously elect Choice Neighborhood II Development Corporation as the initial Manager of the Company, to serve until its successor(s) shall be duly elected and qualified.

(b) If any Person resigns or otherwise vacates the office of Manager, the Members shall elect a replacement Manager to serve the remaining term of such office unless one or more other Persons then serve as Managers and the Members determine not to fill such vacancy. A Person may be removed as a Manager by the Members with or without cause at any time. A Manager may, but shall not be required

to, be elected from among the Members. A Manager may be a natural person or an Entity.

5.03 Execution of Documents and Other Actions. If there is more than one Manager, the Managers may delegate to one 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 this Operating Agreement.

5.04 Single Manager. When there is only one Person serving as Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Operating Agreement to "Managers" shall be deemed to refer to such single Manager.

5.05 Reliance by Other Persons. Any Person dealing with the Company, other than a Member, may rely on the authority of the Manager in taking any action in the name of the Company, if the Manager provides to such Person a copy of the applicable provision of this Operating Agreement and/or the resolution or written consent of the Manager or Members granting such authority, certified in writing by the Manager to be genuine and correct and not to have been revoked, superseded or otherwise amended.

5.06 Manager's Expenses and Fees. The Company shall reimburse the Manager for reasonable out-of-pocket expenses that were or are incurred by the Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

5.07 Competition. During the existence of the Company, the Manager shall devote such time to the business of the Company as may reasonably be required to conduct its business in an efficient and profitable manner. The Manager, for its own account and for the account of others, may engage in business ventures, including the acquisition of real estate properties or interests therein and the development, operation, management and/or syndication of real estate properties or interests therein, which may compete with the business of the Company. The Member hereby expressly consents to the continued operation by the Manager of such properties and waives any claim for damages or otherwise, or rights to participate therein or with respect to the operation and profits or losses thereof.

5.08 Indemnification. The Company shall indemnify the Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Manager may be entitled. The Manager may, upon the approval of the Member, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

5.10 Liability of Managers. So long as the Manager acts in good faith with respect to the conduct of the business and affairs of the Company, the Manager shall not be liable or accountable to the Company or to the Member, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing that it may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct or gross negligence or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Manager and the Company.

## ARTICLE VI

### CONTRIBUTIONS TO THE COMPANY AND DISTRIBUTIONS

6.01 Initial Capital Contributions. The Member, upon the execution of this Operating Agreement, shall make as an initial Capital Contribution the amount shown on Exhibit A, which is attached hereto. The initial Capital Contribution to be made by any Person who hereafter is admitted as a Member and acquires his Membership Interest from the Company shall be determined by the Member.

6.02 Additional Capital Contributions. The Member shall not be required to make any Capital Contribution in addition to its Initial Capital Contribution.

6.03 Interests and Return of Capital Contribution. The Member shall not receive any interest on its Capital Contribution. Except as otherwise specifically provided for herein, the Member shall not be allowed to withdraw or have refunded any Capital Contribution.

6.04 Capital Accounts. A Capital Account shall be maintained for the Member in accordance with the following provisions:

(a) To the Member's Capital Account there shall be credited the fair market value of the Member's Initial Capital Contribution and any additional Capital Contributions, such Member's distributive share of profits, and the amount of any Company liabilities that are assumed by such Member.

(b) To the Member's Capital Account there shall be debited the amount of cash and the fair market value of any property distributed to the Member pursuant to any provision of this Operating Agreement, the Member's distributive share of losses, and the amount of any liabilities of the Member that are assumed by the Company or that are secured by any property contributed by the Member to the Company.

(c) In the event any interest in the Company is transferred in accordance with the terms of this Operating Agreement, the transferee shall succeed to the Capital Account of the transferor in proportion to the percentage of the transferor's interest transferred.

(d) The Capital Account shall also include a pro rata share of the fair market value of any property contributed by a person who is not a Member, such value to be the same value reported for federal gift tax purposes if a gift tax return is filed, and if not, the value in the case of real property shall be determined by an independent M.A.I. appraiser actively engaged in appraisal work in the area where such property is located and selected by the Member, and otherwise by the certified public accountant or accountants then serving the Company.

6.05 Loans to the Company. If the Company has insufficient funds to meet its obligations as they come due and to carry out its routine, day-to-day affairs, then, in lieu of obtaining required funds from third parties or selling its assets to provide required funds, the Company may, but shall not be required to, borrow necessary funds from the Member; provided that the terms of such borrowing shall be commercially reasonable and the Company shall not pledge its assets to secure such borrowing.

6.06 Effect of Sale or Exchange. In the event of a permitted sale or other transfer of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee in proportion to the percentage of the transferor's interest transferred.

6.07 Distributions. All distributions of cash or other property (except upon the Company's dissolution, which shall be governed by the applicable provisions of the Act and Article IX hereof) shall be made to the Member. All distributions of cash or property shall be made at such time and in such amounts as determined by the Member. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Member from the Company shall be treated as amounts distributed to the Member pursuant to this Section.

6.08 Allocations. All items of income, gain, loss, deduction and credit, whether resulting from the Company's operations or in connection with its dissolution, shall be allocated to the Member for federal, state and local income tax purposes.

## ARTICLE VII

### RECORDS, REPORTS, ETC.

7.01 Records. The Company shall maintain and make available to the Member its records to the extent provided in the Act.

7.02 Financial and Operating Statements and Tax Returns. The Manager shall keep or cause to be kept complete and accurate books and records of the affairs of the Company at its principal office. The Member shall have the right to inspect such records at reasonable times. Within seventy-five (75) days from the close of each fiscal year of the Company, the Manager shall cause to be delivered to the Member a statement setting forth the Member's share of all tax items of the Company for such year, and all such other information as may be required to enable the Member to prepare its federal, state and local income tax returns in accordance with all then

applicable laws, rules and regulations. The Manager also shall cause to be prepared and filed all federal, state and local income tax returns required of the Company for each fiscal year.

7.03 Banking. The funds of the Company shall be kept in one or more separate bank accounts in the name of the Company in such banks or other federally insured depositories, or shall otherwise be invested in the name of the Company in such manner and upon such terms and conditions as may be designated by the Manager. All withdrawals from any such bank accounts or investments established by the Manager under shall be made on such signature or signatures as may be authorized from time to time by the Manager. Any account opened for the Company shall not be commingled with other funds of the Manager or other interested persons.

7.04 Power of Attorney.

(a) The Member does hereby irrevocably constitute and appoint the Manager as the Member's true and lawful attorney, in its name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file from time to time any and all of the following:

(i) Any certificate or other instrument that may be required to be filed by the Company or the Member under the laws of the Commonwealth of Virginia or under the applicable laws of any other jurisdiction in order to conduct business in any such jurisdiction, to the extent the Manager deems any such filing to be necessary or desirable.

(ii) Any amendment to the Articles adopted as provided in this Operating Agreement.

(iii) Any certificates or other instruments that may be required to effectuate the dissolution and termination of the Company pursuant to the provisions of this Operating Agreement.

(b) It is expressly understood, intended and agreed by the Member for itself, its successors and assigns that the grant of the power of attorney to the Manager pursuant to subsection (a) is coupled with an interest, is irrevocable, and shall survive the death or legal incompetency of the Member or such assignment of its Membership Interest.

(c) One of the ways that the aforementioned power of attorney may be exercised is by listing the name of the Member and having the signature of the Manager, as attorney-in-fact, appear with the notation that the signatory is signing as attorney-in-fact of the listed Member.

## ARTICLE VIII

### ASSIGNMENT; RESIGNATION

8.01 Assignment Generally. Except as provided in Sections 8.02 of this Operating Agreement, the Member hereby covenants and agrees that it will not sell, assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise dispose of all or any part of its interest in the Company to any person, firm, corporation, trust or other entity without first offering in writing to sell such interest to the Company. The Company shall have the right to accept the offer at any time during the 30 days following the date on which the written offer is delivered to the Company. The consent of the Manager shall be required to authorize the exercise of such option by the Company. If the Company shall fail to accept the offer within the 30 day period, such interest may during the following 60 days be disposed of free of the restrictions imposed by this Operating Agreement; provided, however, that the purchase price for such interest shall not be less and the terms of purchase for such interest shall not be more favorable than the purchase price and terms of purchase that would have been applicable to the Company had the Company purchased the interest; provided further that the purchaser shall first become a Member pursuant to this Operating Agreement; and provided further that any interest not so disposed of within the 60-day period shall thereafter remain subject to the terms of this Operating Agreement. Notwithstanding the preceding sentence, no assignee of a Membership Interest shall become a Member of the Company except upon the consent of a majority of the non-assigning Members.

8.02 Purchase of Certain Membership Interests.

(a) If an Option Event (as defined below) occurs with respect to any Member (an "Option Member"), the Company shall have the option to purchase the Option Member's Membership Interest upon the terms and conditions set forth in this Section 8.04. For purposes of the foregoing, an "Option Event" shall mean the death of a member (i) the inability of the Member to pay its debts generally as they become due, (ii) any assignment by the Member for the benefit of its creditors, (iii) the filing by the Member of a voluntary petition in bankruptcy or similar insolvency proceedings, or (iv) the filing against the Member of an involuntary petition in bankruptcy or similar insolvency proceeding that is not dismissed within ninety (90) days thereafter. The term "Option Member" shall include an Option Member's personal representative or trustee in bankruptcy, to the extent applicable.

(b) Upon any Option Event occurring to an Option Member, the Option Member shall deliver written notice of the occurrence of such Option Event to the Company. The Company shall have the option, but not the obligation, to purchase the Option Member's Membership Interest at any time during the sixty (60) day period immediately following the date on which it receives notice of the occurrence of the Option Event. Such option shall entitle the Company to purchase such Membership Interest for the book value of such Membership Interest. The book value is determined in accordance with normal accounting rules, except that book value of real estate owned by the Company shall be determined in accordance with the provisions of Section 8.02(d). The book value of the interest shall be the amount that the Option Member would receive in exchange for his entire interest in the Company if the Company sold all of its assets, subject to their liabilities, at their book value as of the

date on which the Option Event occurred and distributed the net proceeds from such sale in complete liquidation of the Company. The consent of all the Members shall be required to authorize the exercise of such option by the Company. Such option must be exercised by delivery of a written notice from the Company to the Option Member during the aforementioned period. Upon delivery of such notice the exercise of such option shall be final and binding on the Company and the Option Member.

(c) If the foregoing option is not exercised, the business of the Company shall continue, and the Option Member shall retain its Membership Interest.

(d) As to real estate that is owned by the Company, book value shall mean the city or county assessment as determined by the locality where the property is situate and located.

(e) If at a time when the Company has an option to purchase an Option Member's Membership Interest, it is prohibited from purchasing all or any portion of such Membership Interest pursuant to the Act or any loan agreement or similar restrictive agreement, the Option Member and the remaining Members shall, to the extent permitted by law, take appropriate action to adjust the value of the Company's assets from book value to a fair valuation based on accounting practices and principles that are reasonable under the circumstances in order to permit the Company to purchase such Membership Interest. If the Company becomes obligated to purchase an Option Member's Membership Interest under this Section and the above action cannot be taken or does not create sufficient value to permit the Company to do so, the Company shall be obligated to purchase the portion of the Membership Interest it is permitted to purchase.

8.03 Absolute Prohibition. Notwithstanding any other provision in this Article VIII, the Membership Interest of the Member, in whole or in part, or any rights to distributions therefrom, shall not be sold, exchanged, conveyed, assigned, pledged, hypothecated, subjected to a security interest or otherwise transferred or encumbered, if, as a result thereof, the Company would be terminated for federal income tax purposes in the opinion of counsel for the Company or such action would result in a violation of federal or state securities laws in the opinion of counsel for the Company.

8.04 Members Acquiring Membership Interest from Company. No Person, other than the initial Member, who acquires a Membership Interest from the Company shall be admitted as a Member of the Company, except upon the consent of the Member.

8.05 Resignation. Except as provided herein, no Member shall have any right to voluntarily resign or otherwise withdraw from the Company without the written consent of all remaining Members of the Company

8.06 Effect of Prohibited Action. Any transfer or other action in violation of this Article shall be void ab initio and of no force or effect whatsoever.



8.06 Rights of an Assignee. If an assignee of a Membership Interest is not admitted as a Member because of the failure to satisfy the requirements hereof, such assignee shall nevertheless be entitled to receive such distributions from the Company as the assigning Member would have been entitled to receive under Sections 6.07 and 9.04(c) of this Operating Agreement with respect to such Membership Interest had the assigning Member retained such Membership Interest.

## ARTICLE IX

### DISSOLUTION AND TERMINATION

9.01 Events of Dissolution. The Company shall be dissolved upon the first to occur of the following:

- (a) Any event that under the Act requires dissolution of the Company;
- (b) The unanimous vote of the Members' interest to the dissolution of the Company; and
- (c) The entry of a decree of judicial dissolution of the Company as provided in the Act.

9.02 Liquidation. Upon the dissolution of the Company, it shall wind up its affairs and distribute its assets in accordance with the Act by either or a combination of both of the following methods as the Members shall determine:

- (a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Members in proportion to their Membership Interests and in satisfaction thereof; and/or
- (b) Distributing the Company's assets to the Members in kind with each Member accepting an undivided interest in the Company's assets, subject to its liabilities, in satisfaction of his Membership Interest. The interest conveyed to each Member in such assets shall constitute a percentage of the entire interests in such assets equal to such Member's Membership Interest.

9.03 Orderly Liquidation. A reasonable time 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.

9.04 Distributions. Upon liquidation, the Company 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 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 that the Manager(s) (or the person or persons carrying out the liquidation) deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Manager(s) (or the person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed 18 months, the Company shall distribute the balance thereof in the manner provided in the following subsection; then

(c) Third, to the Members in proportion to their respective Membership Interests.

(d) In the event of a distribution in liquidation of the Company's property in kind, the fair market value of such property shall be determined by a qualified and disinterested M.A.I. appraiser, selected by the Members (or the person or persons carrying out the liquidation), and each Member shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subsection if such property were sold at such fair market value.

9.05 Taxable Gain or Loss. Taxable income, gain and loss from the sale or distribution of Company property incurred upon or during liquidation and termination of the Company shall be allocated to the Members as provided in Section 6.08 above.

9.06 No Recourse Against Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against any other Member.

9.07 Non Profit Purchase Option and Right of First Refusal Agreement. The Company is expressly authorized to enter into an exclusive Nonprofit Purchase Option and Right of First Refusal with Newport News Redevelopment and Housing Authority, which is a qualified nonprofit organization under the provisions of Section 42 of the Code, which Purchase Option shall comply with the requirements of such Section 42.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

10.01 Arbitration. All disputes and controversies between the parties hereto arising out of or in connection with this Agreement shall be submitted to arbitration pursuant to the following procedure. Either party may, by written notice to the other within thirty (30) days after the controversy has arisen hereunder, appoint an arbitrator

who shall be either an attorney or accountant. The other party shall, by written notice, within fifteen (15) days after receipt of such notice by the first party, appoint a second arbitrator who shall also be an attorney or accountant, and in default of such second appointment the first party shall apply to the Clerk for the Circuit Court for the City of Newport News, to appoint the second arbitrator pursuant to the provisions of Section 8.01-581.03 of the Code of Virginia (1950). When two arbitrators have been appointed as hereinabove provided, they shall agree on a third arbitrator and shall appoint him by written notice signed by both of them and a copy mailed to each party hereto within fifteen (15) days after such appointment. On appointment of three arbitrators as hereinabove provided, such arbitrators shall hold an arbitration hearing within thirty (30) days after such appointment. At the hearing the three arbitrators shall allow each party to present his case, evidence, and witnesses, if any, in the presence of the other party, and shall render their award, including a provision for payment of costs and expenses of arbitration to be paid by one or both of the parties hereto, as the arbitrators deem just. The decision of the majority of the arbitrators shall be binding on the parties hereto (although each party shall retain his right to appeal any questions of law arising at the hearing), and judgment may be entered thereon in any court having jurisdiction.

10.02 Attorneys' Fees. In the event any Member brings an action to enforce any provisions of this Operating Agreement against the Company or any other Member, whether such action is at law, in equity or otherwise, the prevailing party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to reasonable attorney's fees and court costs.

10.03 Notices. Whenever, under the provisions of the Act or other law, the Articles or this Operating Agreement, notice is required to be given to any Person, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to the Company at its principal office from time to time and to any other Person at his address as it appears on the records of the Company from time to time, with postage thereon prepaid. Any such notice shall be deemed to have been given at the time it is deposited in the United States mail. Notice to a Person may also be given personally, by telecopy or by electronic mail sent to his address as it appears on the records of the Company. The addresses of the initial Members as shown on the records of the Company shall originally be those set forth in Article III hereof. Any Person may change his address as shown on the records of the Company by delivering written notice to the Company in accordance with this Section.

10.04 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.

10.05 Amendments. No amendment or modification of this Operating Agreement shall be effective except upon the unanimous written consent of the Members.

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

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

10.08 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.

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

10.10 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.

10.11 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.

10.12 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

10.13 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.

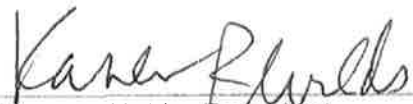
10.14 Entire Agreement. This Operating Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all prior negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties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

{signature appears on the following page}

The undersigned, being the Members of the Company, hereby agrees, acknowledges and certifies that the foregoing Operating Agreement constitutes the sole and entire Operating Agreement of the Company, adopted by the Members of the Company as of the date first written above. The Members further declare that the percentage Membership Interest specified below is its respective ownership interest in the Company.

**MEMBERS:**

Choice Neighborhood II Development Corporation – 0.01% Interest

By:   
Karen R. Wilds, President

Pennrose LP, LLC – 99.99% Interest

By:   
Mark H. Dambly, President

EXHIBIT A

Initial Capital Contribution:

Choice Neighborhood II Development Corporation	\$50.00
Penrose LP, LLC	\$50.00

**ARTICLES OF INCORPORATION  
OF  
CHOICE NEIGHBORHOOD II DEVELOPMENT CORPORATION**

**ARTICLE I**

The name of the Corporation is **Choice Neighborhood II Development Corporation**.

**ARTICLE II**

The Corporation is authorized to issue 5,000 shares of common stock.

**ARTICLE III**

Each shareholder of the Corporation shall have the right to purchase, subscribe for or receive a right or rights to purchase or subscribe for a pro rata portion of any stock that the Corporation may issue or sell, whether or not exchangeable for any stock of the Corporation, and whether or not of unissued shares authorized herein or by any amendment hereto or out of shares of stock of the Corporation acquired by it after issuance and whether issued for cash, promissory notes, services, property or other securities of the Corporation.

**ARTICLE IV**

The name of the Corporation's initial registered agent is Raymond H. Suttle, Jr. The Corporation's initial registered agent is an individual who is a resident of Virginia and a member of the Virginia State Bar. The Corporation's initial registered office address, which is identical to the business office of the initial registered agent, is 701 Town Center Drive, Suite 800, Newport News, Virginia 23606. The registered office is located in the City of Newport News.

**ARTICLE V**

The Corporation's principal office address is 227 27<sup>th</sup> Street, Newport News, Virginia 23607.

Incorporator:

  
Elizabeth P. Heath

Date: November 27, 2019



**ARTICLES OF ORGANIZATION  
OF  
CHOICE NEIGHBORHOOD II LLC**

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, the undersigned states as follows:

**Article I**

The name of the limited liability company (the "company") is **Choice Neighborhood II LLC**.

**Article II**

- A. The name of the company's initial registered agent is Raymond H. Suttle, Jr.
- B. The initial registered agent is an individual who is a resident of Virginia and a member of the Virginia State Bar.

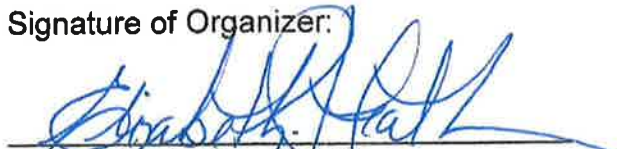
**Article III**

- A. The company's initial registered office address, which is identical to the business office of the initial registered agent, is 701 Town Center Drive, Suite 800, Newport News, Virginia 23606.
- B. The registered office is located in the City of Newport News.

**Article IV**

The company's principal office address is 227 27<sup>th</sup> Street, Newport News, Virginia 23607.

Signature of Organizer:

  
Elizabeth P. Heath

Date: November 27, 2019

CONFIDENTIAL AND PRIVILEGED (To Extent Permitted by Law)

DEVELOPMENT AGREEMENT  
CARRIER POINT II — PHASE I

This Development Term Sheet by and between Pennrose, LLC, a Pennsylvania limited liability company, or its affiliates (collectively "Pennrose") and Newport News Redevelopment and Housing Authority, a public body corporate and politic organized under the laws of the Commonwealth of Virginia ("NNRHA"), or its affiliates together hereafter known as the "Parties", dated as of November 21, 2019, is intended to be used by the Parties as a summary of certain terms applicable to the Project (as defined below) as may be more fully set forth in one or more operating agreements between the Parties.

<b>Project</b>	New construction of a multifamily building, including approximately 38 affordable family rental units, amenity spaces, onsite property management offices, in Newport News to be commonly known as Carrier Point II (the "Project"). Four percent (4%) Low Income Housing Tax Credits ("LIHTC"), Newport News, Virginia and other agency funds will be used to finance the Project. Financing for the balance of the overall Choice Neighborhoods project will be sought through a 9% tax credit application that will be documented by a separate Development Term Sheet.																				
<b>Location</b>	NNHRA property located at Block 121 (2714 Jefferson Avenue) including all, or partial of the following parcels, more accurately described in the Exhibit A: <table border="1" data-bbox="706 1276 1252 1629"><thead><tr><th>Tax ID</th><th>Address</th></tr></thead><tbody><tr><td>306030309</td><td>2714 Jefferson Avenue</td></tr><tr><td>306030357</td><td>2706 Jefferson Avenue</td></tr><tr><td>306030358</td><td>2700 Jefferson Avenue</td></tr><tr><td>306030310</td><td>606 28<sup>th</sup> Street</td></tr><tr><td>306030356</td><td>605 27<sup>th</sup> Street</td></tr><tr><td>306030355</td><td>607 27<sup>th</sup> Street</td></tr><tr><td>306030354</td><td>613 27<sup>th</sup> Street</td></tr><tr><td>306030312</td><td>614 28<sup>th</sup> Street</td></tr><tr><td>306030313</td><td>616 28<sup>th</sup> Street</td></tr></tbody></table>	Tax ID	Address	306030309	2714 Jefferson Avenue	306030357	2706 Jefferson Avenue	306030358	2700 Jefferson Avenue	306030310	606 28 <sup>th</sup> Street	306030356	605 27 <sup>th</sup> Street	306030355	607 27 <sup>th</sup> Street	306030354	613 27 <sup>th</sup> Street	306030312	614 28 <sup>th</sup> Street	306030313	616 28 <sup>th</sup> Street
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<p><b>Ownership Interest</b></p>	<p>At the initial acquisition and financial closing of the Project, a LIHTC investor will be admitted as a member of the SPE with a 99.99% interest and the MM will own 0.01% of the SPE.</p> <p>NNHRA shall form a single purpose entity ("SPE") to proceed with the acquisition, financing, construction and lease up of the Project.</p> <p>A managing member ("MM") initially shall have a 0.01% ownership interest in the SPE and with an initial limited partner having a 99.99% ownership interest in the SPE, and the Parties or affiliates of the Parties will have the following ownership interests in the MM:</p> <p style="text-align: center;">NNRHA 51%, Pennrose 49%</p>
<p><b>Developer's Fee and Cash Flow</b></p>	<ol style="list-style-type: none"> <li>1. The Parties shall allocate the first \$175,000 in developer fees to Pennrose and thereafter shall divide the developer's fee earned from the project as follows:  Pennrose – 70%  NNRHA – 30%</li> <li>2. The Project's cash flow shall be shared 50% to Pennrose and 50% to NNRHA which shall also include the commercial space.</li> </ol>
<p><b>Predevelopment Expenses</b></p>	<p>Pennrose shall pay all predevelopment expenses associated with the preparation and submission of a 4% LIHTC application for the Project. One hundred percent of any predevelopment expenses arising after the award of the 4% LIHTC application shall be paid by Pennrose, with such expenses reimbursed from construction financing closing proceeds.</p>
<p><b>Primary Responsibilities</b></p>	<ol style="list-style-type: none"> <li>1. Outside of NNRHA's financial commitment described below, Pennrose shall have the primary responsibility of securing the financing from public and private lenders and investors.</li> <li>2. Pennrose shall also take the lead in arranging the construction team and documents needed to complete the Project. Pennrose will also finance/pay all pre-development costs, post 4% tax credit allocation.</li> <li>3. Pennrose shall provide development, construction and property management services for the Project.</li> </ol>

	<ol style="list-style-type: none"> <li>4. Pennrose shall provide any and all guarantees, including but not limited to operation, construction, completion guaranties, required by lenders and investors for the SPE.</li> <li>5. NNRHA shall take the lead in securing site control of the Project; manage community outreach, participate in all phases of the development process and assist with City of Newport News entitlements and approvals.</li> <li>6. NNRHA shall assign or contribute all funding commitments it has obtained for the Project including but not limited to Choice Neighborhood Implementation funds and any City of Newport News funding sources.</li> <li>7. The Parties shall work jointly with consultants engaged to complete the Project , as necessary.</li> <li>8. NNRHA will participate in financial decisions, which includes underwriting standards, review of equity solicitations and all financing applications.</li> </ol>
--	---

<p><b>Decision Making</b></p>	<p>Key decisions, such as the name of the Project, selection of third-party development team members, the final financial structure, and design aspects, shall be made jointly.</p> <p>Pennrose shall have the final decision on all financial matters that affect financial guarantees</p>
<p><b>Term</b></p>	<p>The Parties agree that this Development Term Sheet shall take effect as of the date first above written and terminate the earlier of (1) execution by the Parties of the organizational documents for the MM, or (2) denial or rejection of the LIHTC application.</p>

[Signatures Appear on Following Page]

CONFIDENTIAL AND PRIVILEGED (To Extent Permitted by Law)

IN WITNESS WHEREOF, the Parties have each duly executed, or caused to be duly executed, this Development Term Sheet as of the date first above written.

**PENROSE, LLC, A Pennsylvania limited liability company**

By:   
Name: Mark H. Dambly  
Title: President

**NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY, a public body corporate and politic**

By:   
Name: Karen R. Wilds  
Title: Executive Director

B

Virginia State Corporation  
Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, December 11, 2019

This is to certify that the certificate of organization of

### **CHOICE NEIGHBORHOOD II 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: December 11, 2019



STATE CORPORATION COMMISSION

Attest:

*Joel H. Beck*

\_\_\_\_\_  
Clerk of the Commission

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, December 12, 2019

This is to certify that the certificate of incorporation of

### **CHOICE NEIGHBORHOOD II DEVELOPMENT CORPORATION**

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

Effective date: December 12, 2019



STATE CORPORATION COMMISSION

Attest:

*Joel H. Beck*

\_\_\_\_\_  
Clerk of the Commission



C

Principal's Previous  
Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name:  
Name of Applicant (entity):

Carrier Point II  
Choice Neighborhood II LLC

I hereby certify that:

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

**Previous Participation Certification, cont'd**

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing Development Authority (VHDA) 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

**Karen R. Wilds**  
\_\_\_\_\_

Printed Name

**11/25/2019**  
\_\_\_\_\_

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



## Previous Participation Certification

Development Name:

Carrier Point II

Name of Applicant (entity):

Choice Neighborhood II LLC

I hereby certify that:

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

**Previous Participation Certification, cont'd**

- 9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
- 10. None of the participants is a Virginia Housing Development Authority (VHDA) 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

**Mark H. Dambly**

Printed Name

**11/18/2019**

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: Carter Point II  
 Name of Applicant: Choice Neighborhood II LLC (267) 386-8600

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 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name:	Development Name/Location	CGP or 'Named' Managing Member at the time of Dev. # (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609j's Issue Date	Uncorrected 8823 (Y/N) Explain "Y"
Trinity Henkel	1721 Springdale Road - Weinberg Commons I, Cherry Hill, NJ	Y	80	79	10/30/2019		
	50 Penn - Brooklyn NY	Y	218	218	N/A - In construction	N/A - Not yet issued	N
	A. Harry Moore 3, Jersey City NJ	Y	60	49	11/23/2011	11/28/2012	N
	A. Harry Moore 4, Jersey City NJ	Y	70	59	5/3/2016	12/1/2016	N
	Academy Place Preservation, Trenton NJ	Y	40	40	7/31/2014	12/23/2014	N
	Alexander Hamilton I Paterson NJ	Y	60	60	6/31/2011	5/30/2014	N
	Alexander Hamilton 2, Paterson NJ	Y	50	50	6/1/2015	3/14/2016	N
	Alexander Hamilton 3, Paterson NJ	Y	50	50	5/14/2014	6/12/2015	N
	Apollo Dye 2, Paterson NJ	Y	63	63	7/1/2017	6/31/2018	N
	Apollo Dye I, Paterson NJ	Y	70	70	7/31/2015	5/27/2016	N
	Bensalem Veterans Residences, Bensalem PA	Y	40	40	N/A - In construction	N/A - Not yet issued	N
	Bosch Street, Salisbury MD	Y	84	84	12/30/2016	6/30/2018	N
	Bradstock Senior Housing, Bradstock PA	Y	53	53	2/17/2010	8/31/2010	N
	Branch Village, Camden NJ	Y	58	58	7/5/2011	5/29/2012	N
	Burwood Gardens, Glen Burnie MD	Y	100	100	11/18/2013	12/27/2014	N
	Burwick Gardens, Brooklyn NY	Y	372	0	N/A - In construction	N/A - Not yet issued	N
	C.W. Brooks, Hagerstown MD	Y	60	60	6/30/2011	8/24/2012	N
	Campbell Pycall	Y	65	50	N/A - In construction	N/A - Not yet issued	N
	Camp Kinser A	Y	66	66	N/A - In construction	N/A - Not yet issued	N
	Camp Kinser A Urban Renewal Associates LLC (267) 386-8600	Y	204	204	7/31/2014	4/22/2015	N
	Cedar 2, Cleveland OH	Y	50	30	12/12/2014	4/30/2018	N
	Cedar 1, Cleveland OH	Y	61	61	4/30/2017	4/30/2018	N
	Centennial Place 2, Farrell PA	Y	34	34	7/15/2005	3/1/2006	N
	Chapel Green, Baltimore MD	Y	63	48	6/18/2009	9/13/2010	N
	Collage Hill Place, Mobile, AL	Y	80	80	7/30/2018	N/A - Not yet issued	N
	Crest Manor, Abington Twp. PA	Y	46	46	11/30/2017	N/A - Not yet issued	N
	Cumberland Gardens 1, Allentown PA	Y	74	74	10/31/2012	3/30/2016	N
	Cumberland Gardens 2, Allentown PA	Y	70	70	10/9/2014	5/31/2014	N
	Dearwood Hills, Washington DC	Y	150	150	8/31/2018	5/31/2019	N
	Delaware Terrace 1, Easton PA	Y	56	56	12/13/2010	6/17/2012	N
	Delaware Terrace 2, Easton PA	Y	40	40	12/7/2011	2/19/2013	N
	Fairgrounds 1, Chester Twp. PA	Y	73	73	12/1/2008	3/4/2010	N
	Fairgrounds 2, Chester Twp. PA	Y	71	71	12/9/2010	6/24/2011	N
	Fairgrounds 3, Chester Twp. PA	Y	48	48	3/28/2012	12/27/2012	N
	Fairgrounds 4, Chester Twp. PA	Y	71	71	6/27/2013	12/4/2014	N
	Fairview Village, Phoenixville PA	Y	36	36	6/26/2013	12/17/2014	N
	Fellon Loft, Steelton PA	Y	63	63	5/31/2012	5/23/2013	N
	Garden Valley 2, Cleveland OH	Y	57	57	7/28/2011	1/18/2013	N
	Garden Valley 3, Cleveland OH	Y	69	69	12/30/2011	2/20/2014	N
	Garden Valley 1, Cleveland OH	Y	81	81	12/16/2010	3/7/2012	N
	Garden Valley 4, Cleveland OH	Y	60	60	12/16/2016	10/27/2017	N
	Garfield Court 1, Long Branch NJ	Y	67	61	12/1/2008	12/22/2009	N
	Garfield Court 2, Long Branch NJ	Y	61	61	4/28/2010	6/14/2011	N
	Glenarden Phase 1, Lanham, MD	Y	114	87	N/A - In construction	N/A - Not yet issued	N
	Glenbrook at Oxmoor,	Y	100	100	5/6/2009	6/11/2010	N
	Heritage Overlook, Glen Burnie MD	Y	100	100	5/30/2018	12/7/2018	N
	Fickman Expansion, West Chester PA	Y	60	60	12/23/2010	12/5/2011	N
	Hope Gardens, Brooklyn NY	Y	949	949	N/A - In construction	N/A - Not yet issued	N
	Jefferson Heights, New Wan CT	Y	70	70	12/20/2013	3/5/2015	N
	Jeffers Square Preservation, Chester PA	Y	36	36	8/31/2014	6/29/2015	N
	Kinder Park 1, Ridley Twp. PA	Y	48	48	12/19/2015	8/4/2017	N
	Kinder Park 2, Ridley Twp. PA	Y	50	50	12/4/2016	9/25/2018	N
	Kinder Park 3, Ridley Twp. PA	Y	56	56	1/30/2018	N/A - Not yet issued	N
	Manchester Commons 3, Pittsburgh PA	Y	18	18	12/19/1999	4/27/2001	N
	Manchester Commons 4, Pittsburgh PA	Y	23	23	12/22/2000	6/29/2001	N
	McCollie Homes 2, Chattanooga TN	Y	101	101	12/31/2005	2/24/2006	N
	McCollie Homes 3, Chattanooga TN	Y	102	102	12/15/2006	2/27/2007	N
	Memphis Triangle 2, Memphis TN	Y	106	86	11/2/2013	5/18/2015	N
	Memphis Triangle 3, Memphis TN	Y	106	84	11/2/2014	2/23/2015	N
	Memphis Triangle 4, Memphis TN	Y	67	63	10/13/2015	12/31/2015	N
	Memphis Triangle 1, Memphis TN	Y	84	84	12/13/2012	12/31/2012	N
	Meriden Commons I, Meriden, CT	Y	75	60	6/30/2018	12/17/2018	N
	Oaks at Park Pointe (Meriwether Redevelopment I), Griffin GA	Y	84	84	11/20/2015	5/19/2016	N
	Meriwether Redevelopment II (267) 386-8600	Y	85	85	12/30/2017	N/A - Not yet issued	N
	Meriwether Redevelopment III (267) 386-8600	Y	68	68	12/3/2018	N/A - Not yet issued	N
	Merill Mill Road, Salisbury MD	Y	75	67	N/A - In construction	N/A - Not yet issued	N
	Montgomery Heights II, Newark, NJ	Y	154	153	N/A - In construction	N/A - Not yet issued	N
	Montgomery Heights, Newark NJ	Y	80	80	8/31/2010	9/14/2011	N
	Montevia Park, Baltimore MD	Y	60	60	3/30/2009	5/12/2010	N
	New Brunswick Performing Arts Center, New Brunswick NJ	Y	207	42	7/25/2019	N/A - Not yet issued	N
	North Hills 1, Ross Twp. PA	Y	60	60	12/6/2010	8/26/2011	N
	North Hills 2, Ross Twp. PA	Y	37	37	2/4/2011	1/10/2012	N
	North Hills Manor, Glenside, PA	Y	50	50	N/A - In construction	N/A - Not yet issued	N
	Oaks at Liberty, Baltimore MD	Y	75	75	11/2/2001	6/19/2002	N
	Obery Court 1, Annapolis MD	Y	50	50	5/5/2010	2/24/2011	N
	Obery Court 2, Annapolis MD	Y	63	63	12/7/2012	4/9/2014	N
	Obery Court 3, Annapolis MD	Y	61	61	6/10/2016	3/31/2017	N
	Orchard Ridge 3, Baltimore MD	Y	77	77	10/23/2009	1/24/2011	N
	Orchard Ridge 4, Baltimore MD	Y	44	44	10/30/2014	12/1/2015	N
	Orchard Ridge 5, Baltimore MD	Y	65	58	7/1/2017	5/30/2018	N
	Parklotts Cove, Barnegat NJ	Y	46	46	6/30/2009	10/20/2010	N
	Penn Hills, Ridley Twp. PA	Y	49	49	4/16/2012	4/5/2013	N





**Explanation for Uncorrected 8823 on Schedule A**

There is an uncorrected 8823 issued for the property listed as Roosevelt Hospital in Edison, NJ. During a file review, the New Jersey Housing and Mortgage Finance Agency (NJHMFA) questioned and asked for additional documentation on a withdrawal from a resident's IRA account. The resident had vacated making it more difficult to obtain this additional documentation. The additional documentation/clarification was received 11-19-19 and was sent to NJHMFA 11-20-19. We are awaiting clearance.

List of LIHTC Developments (Schedule A)



Development Name: Carrier Point II  
 Name of Applicant: Choice Neighborhood II LLC (267) 386-8600

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 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name:	Mark Dambly	Controlling GP (CGP) or 'Named' Managing Member of Proposed property?	Y				
			Y or N				
Development Name/Location		CGP or 'Named' Managing Member of the file of dev.? (Y/N)	Total Dev. Units	Total Low Income Units	Placed In Service Date	8609(a) Issue Date	Uncorrected 8823's (Y/N) Explain "Y"
1721 Springdale Road - Weinberg Commons I, Cherry Hill, NJ	1721 Springdale Urban Renewal Associates, LLC (267) 386-8600	Y	80	79	10/30/2019	N/A - Not yet issued	N
50 Penn - Brooklyn NY	50 Penn LLC (267) 386-8600	Y	218	218	N/A - In construction	N/A - Not yet issued	N
A. Harry Moore 3, Jersey City NJ	AHM Housing Urban Renewal Associates LLC (267) 386-8600	Y	60	49	11/23/2011	N/A - Not yet issued	N
A. Harry Moore 4, Jersey City NJ	AHM Housing Urban Renewal Associates IV LLC (267) 386-8600	Y	70	59	5/3/2016	12/21/2016	N
Academy Place Preservation, Trenton NJ	El Barrio Academy Place Urban Renewal Associates, LLC (267) 386-8600	Y	40	40	7/31/2014	12/23/2014	N
Alexander Hamilton 1 Paterson 9.011.L	Alexander Hamilton Associates LLC (267) 386-8600	Y	80	80	8/31/2011	5/30/2014	N
Alexander Hamilton 2, Paterson NJ	Alexander Hamilton II Associates LLC (267) 386-8600	Y	50	50	6/1/2015	3/14/2016	N
Alexander Hamilton 3, Paterson NJ	Alexander Hamilton III Associates LLC (267) 386-8600	Y	50	50	5/16/2014	8/13/2015	N
Allentown Center Square, Allentown PA	Allentown Center Square Housing Partnership, LP (267) 386-8600	Y	63	63	12/29/2005	11/19/2007	N
Allison Hill 2, Harrisburg PA	Allison Hill Associates (267) 386-8600	Y	29	29	12/27/2006	4/29/2009	N
Apollo Dye 2, Paterson NJ	Apollo Dye II Associates LLC (267) 386-8600	Y	63	63	7/1/2017	8/31/2018	N
Apollo Dye I, Paterson NJ	Apollo Dye Associates LLC (267) 386-8600	Y	70	70	7/31/2015	5/27/2016	N
Arlington Heights 1, Youngstown OH	Arlington Heights Housing Partnership II LP (267) 386-8600	Y	46	46	8/30/2007	8/21/2008	N
Arlington Heights 2, Youngstown OH	Arlington Heights Housing Partnership III LP (267) 386-8600	Y	29	29	10/29/2008	10/15/2009	N
Baldwin's Run 6, Camden NJ	Westfield Acres Urban Renewal Associates II LP (267) 386-8600	Y	73	73	11/2/2007	8/3/2009	N
Baldwin's Run 9, Camden NJ	Westfield Acres Urban Renewal Associates III LP (267) 386-8600	Y	74	74	5/15/2007	9/23/2008	N
Basin Housing, Newport KY	Basin Housing Limited Partnership (267) 386-8600	Y	20	20	11/21/2006	1/14/2008	N
Bensalem Veterans Residences, Bensalem PA	BSV Housing LP (267) 386-8600	Y	40	40	N/A - In construction	N/A - Not yet issued	N
Booth Street, Salisbury MD	Booth Street Phase I LLC (267) 386-8600	Y	84	84	12/20/2016	6/30/2018	N
Braddock Senior Housing, Braddock PA	Braddock Housing Initiative LP (267) 386-8600	Y	53	53	2/17/2010	8/31/2010	N
Bradhurst Apartments, New York NY	Bradhurst Apartments LLC (267) 386-8600	Y	20	20	4/20/2007	5/5/2008	N
Branch Village, Camden NJ	Branch Village Housing Urban Renewal LLC (267) 386-8600	Y	58	58	7/5/2011	5/29/2012	N
Brownstones 2, Philadelphia PA	Diamond Street Housing Partnership I LP (267) 386-8600	Y	46	46	10/31/2016	N/A - Not yet issued	N
Burwood Gardens, Glen Burnie MD	Burwood Gardens Senior LLC (267) 386-8600	Y	100	100	11/18/2013	12/27/2014	N
Burwood Gardens, Brooklyn NY	Burwood Gardens I LLC (267) 386-8600	Y	372	0	N/A - In construction	N/A - Not yet issued	N
C.W. Brooks, Hagerstown MD	C.W. Brooks LLC (267) 386-8600	Y	60	60	6/30/2011	8/24/2012	N
Campbell Purcell	Brackell Road Housing LLC (267) 386-8600	Y	55	50	N/A - In construction	N/A - Not yet issued	N
Camp Kilmer A	Camp Kilmer A Urban Renewal Associates LLC (267) 386-8600	Y	86	86	N/A - In construction	N/A - Not yet issued	N
Carl Miller Homes, Trenton NJ	Carl Miller Associates I LLC (267) 386-8600	Y	204	204	7/31/2014	4/22/2015	N
Cedar 2, Cleveland OH	Cedar Redevelopment Phase II LP (267) 386-8600	Y	50	50	12/12/2016	4/30/2018	N
Cedar 1, Cleveland OH	Cedar Redevelopment Phase I LP (267) 386-8600	Y	61	61	4/30/2017	4/30/2018	N
Centennial Place 2, Farrell PA	Steel City Housing Partnership LP II (267) 386-8600	Y	34	34	7/15/2005	3/1/2006	N
Centennial Place 1, Farrell PA	Steel City Housing Partnership LP (267) 386-8600	Y	53	53	11/12/2003	4/25/2004	N
Centerville 12, Camden NJ	Centerville Urban Renewal II LLC (267) 386-8600	Y	70	70	6/1/2009	11/23/2009	N
Centerville 7, Camden NJ	Centerville Housing Urban Renewal Associates LLC (267) 386-8600	Y	74	74	12/12/2008	8/3/2009	N
Chapel Green, Baltimore MD	Pennrose East Baltimore Rental LLC (267) 386-8600	Y	63	48	6/18/2009	9/13/2010	N
Chateau (The), Baltimore MD	Chateau Housing Partnership LLC (267) 386-8600	Y	47	35	10/31/2002	2/18/2005	N
Cherry Hill Senior, Baltimore MD	Cherry Hill Senior Limited Partnership (267) 386-8600	Y	80	80	10/10/2002	6/24/2003	N
Church Street/H.E. Kopp, Flemington NJ	Church Street Housing Urban Renewal Associates LP (267) 386-8600	Y	60	60	11/10/2005	1/4/2008	N
City View Landing Family, Newark NJ	Scudder Flames Family Urban Renewal LP (267) 386-8600	Y	58	58	5/5/2003	4/22/2010	N
City View Landing Senior, Newark NJ	Scudder Homes Senior Urban Renewal LP (267) 386-8600	Y	48	48	9/15/2008	3/19/2010	N
Clairton Apartments, Clairton PA	Clairton Housing Partnership LP (267) 386-8600	Y	44	44	12/1/2004	7/18/2005	N
Cloisters 3, Philadelphia PA	Cloisters III Housing Partnership LP (267) 386-8600	Y	50	50	3/22/2007	9/9/2008	N
Castle Building, Old Bridge NJ	Old Bridge Housing Urban Renewal I LLC (267) 386-8600	Y	61	61	12/29/2006	10/10/2008	N
Cottage Hill Place, Mobile, AL	Cottage Hill Place LLC (267) 386-8600	Y	80	60	7/30/2018	N/A - Not yet issued	N
Crest Manor, Abingdon Twp. PA	Crest Manor Housing Partnership LP (267) 386-8600	Y	46	46	11/30/2017	N/A - Not yet issued	N
Cumberland Gardens 1, Allentown PA	Cumberland Gardens I Housing Partnership LP (267) 386-8600	Y	74	74	10/31/2012	3/30/2016	N
Cumberland Gardens 2, Allentown PA	Cumberland Gardens 2 Housing Partnership (267) 386-8600	Y	70	70	10/9/2014	5/31/2016	N
Deanwood Hills, Washington DC	Deanwood Hills LLC (267) 386-8600	Y	150	150	8/31/2018	5/31/2019	N
Delaware Terrace 1, Easton PA	Delaware Terrace Housing I LP (267) 386-8600	Y	56	56	12/13/2010	8/17/2012	N
Delaware Terrace 2, Easton PA	Delaware Terrace Housing II LP (267) 386-8600	Y	40	40	12/7/2011	9/19/2013	N
Fairgrounds 1, Chester Twp. PA	Fairgrounds Housing Partnership LP (267) 386-8600	Y	73	73	12/1/2008	3/4/2010	N
Fairgrounds 2, Chester Twp. PA	Fairgrounds Housing Partnership II LP (267) 386-8600	Y	71	71	12/9/2010	4/24/2011	N
Fairgrounds 3, Chester Twp. PA	Fairgrounds Housing Partnership III LP (267) 386-8600	Y	48	48	3/28/2012	12/27/2012	N
Fairgrounds 4, Chester Twp. PA	Fairgrounds Housing Partnership IV LP (267) 386-8600	Y	71	71	6/29/2013	12/4/2014	N
Fairview Court Development, Phoenixville PA	Fairview Court Development LP (267) 386-8600	Y	36	36	6/26/2013	12/17/2014	N
Fallon Lofts, Steelton PA	Steelton Walnut Limited Partnership	Y	63	63	5/31/2012	5/23/2013	N
Farmer's market, Pitsburgh PA	Farmers Market Housing Partnership LP (267) 386-8600	Y	75	75	6/13/2000	1/17/2001	N
French Creek Manor, Phoenixville PA	French Creek Housing Partnership LP (267) 386-8600	Y	70	70	11/9/2004	3/22/2005	N
Garden Valley 2, Cleveland OH	Garden Valley Housing Partnership II LP (267) 386-8600	Y	57	57	7/28/2011	1/18/2013	N
Garden Valley 3, Cleveland OH	Garden Valley Housing Partnership III LP (267) 386-8600	Y	69	69	12/30/2011	2/20/2014	N
Garden Valley 1, Cleveland OH	Garden Valley Housing Partnership I LP (267) 386-8600	Y	81	81	12/14/2010	3/7/2012	N
Garden Valley 4, Cleveland OH	Garden Valley Housing Partnership IV LP (267) 386-8600	Y	60	60	12/14/2016	10/27/2017	N
Garfield Court 1, Long Branch NJ	Garfield Court Urban Renewal Housing Associates LLC (267) 386-8600	Y	67	61	12/1/2008	12/22/2009	N
Garfield Court 2, Long Branch NJ	Garfield Two Housing Urban Renewal LP (267) 386-8600	Y	61	61	4/28/2010	6/14/2011	N
Gateway Crossing 1, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600	Y	83	83	12/24/2003	4/5/2005	N
Gateway Crossing 2, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600 II	Y	45	45	3/28/2005	11/27/2006	N
Gateway Crossing 3, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600 III	Y	77	77	12/5/2005	11/30/2007	N
Gateway Crossing 4, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600 IV	Y	85	85	11/30/2006	9/22/2008	N
Glenarden Phase 1, Lanham, MD	Glenarden Phase I LLC (267) 386-8600	Y	114	87	N/A - In construction	N/A - Not yet issued	N
Glenbrook at Osmor	Birmingham AL Glenbrook at Osmor I LLC (267) 386-8600	Y	100	100	5/8/2009	6/11/2010	N
Hamilton (The), Poughkeepsie NY	400 Main LLC (267) 386-8600	Y	57	57	12/20/2005	9/7/2007	N
Hanover Shoe Senior, Hanover PA	Hanover Office Limited Partnership LP (267) 386-8600	Y	24	24	1/28/2008	9/9/2008	N
HART 1A, Allentown PA	HART I Housing Partnership LP (267) 386-8600	Y	80	80	11/15/2007	10/9/2008	N
HART 1B, Allentown PA	HART II Housing Partnership LP (267) 386-8600	Y	79	79	9/21/2007	4/14/2008	N
HART 2B, Allentown PA	HART IV Housing Partnership LP (267) 386-8600	Y	50	50	11/24/2009	2/8/2010	N
HART 2A, Allentown PA	HART III Housing Partnership LP (267) 386-8600	Y	60	60	12/11/2008	8/29/2010	N
HART 3A, Allentown PA	HART V Housing Partnership LP (267) 386-8600	Y	100	100	5/30/2018	12/7/2018	N
Heritage Overlook, Glen Burnie MD	Heritage Overlook LLC (267) 386-8600	Y	40	40	12/18/2006	8/27/2007	N
Heritage Senior, Hermitage PA	Heritage Senior Housing LP (267) 386-8600	Y	40	40	12/23/2010	12/15/2011	N
Hickman Expansion, West Chester PA	326 N. Walnut Street LP (267) 386-8600	Y	40	40	12/23/2010	12/15/2011	N
Highland Homes, Roshar Twp. PA	Highland Homes Housing Partnership LP (267) 386-8600	Y	50	50	12/12/2002	8/7/2003	N
Hope Gardens, Brooklyn NY	Hope Gardens I LLC (267) 386-8600	Y	949	949	N/A - In construction	N/A - Not yet issued	N
Jefferson Heights, New Wan CT	Jefferson Heights Housing LLC (267) 386-8600	Y	70	70	12/20/2013	3/5/2015	N
Jefferson School, Pottstown PA	Jefferson School Housing Partnership LP (267) 386-8600	Y	46	46	7/03/2003	12/19/2003	N

List of LIHTC Developments (Schedule A)

Jeffers Square Preservation, Chester PA	Jeffers Square Preservation LP (267) 386-8600	Y	36	36	8/31/2014	4/29/2015	N
Kinder Park 1, Ridley Twp. PA	Kinder Park Housing Partnership I LP (267) 386-8600	Y	48	48	12/19/2015	8/4/2017	N
Kinder Park 2, Ridley Twp. PA	Kinder Park Housing Partnership II LP (267) 386-8600	Y	50	50	12/6/2016	9/25/2018	N
Kinder Park 3, Ridley Twp. PA	Kinder Park Housing Partnership III LP (267) 386-8600	Y	56	56	1/30/2018	N/A - Not yet issued	N
Laurel Estates, North Union Twp. PA	Laurel Estates Housing LP (267) 386-8600	Y	56	56	11/26/2008	6/18/2009	N
Legacy Commons, Farrell PA	Legacy Commons Housing Partnership LP (267) 386-8600	Y	29	29	9/27/2004	8/30/2005	N
Liberty Place, Fort Lee NJ	Fort Lee Housing Associates LP (267) 386-8600	Y	60	60	11/20/2003	10/15/2007	N
Umerick Green, Umerick PA	Umerick Green Housing Partnership LP (267) 386-8600	Y	80	80	4/27/2000	12/20/2000	N
Lincoln Park 1A, Springfield OH	Lincoln Park Housing Partnership A LP (267) 386-8600	Y	40	40	5/14/2008	3/27/2009	N
Lincoln Park 2, Springfield OH	Lincoln Park Housing Partnership B LP (267) 386-8600	Y	24	24	11/13/2009	8/27/2010	N
Lincoln Park 1B, Springfield OH	Lincoln Park Housing Partnership C LP (267) 386-8600	Y	68	68	6/30/2008	7/9/2009	N
Lofis/Master Street, Philadelphia, PA	Master Street Housing Partnership LP (267) 386-8600	Y	62	62	12/6/2005	6/27/2007	N
McCalle Homes 1, Chollanoga TN	McCalle Homes Housing Partnership Phase I LLC (267) 386-8600	Y	72	72	12/31/2004	7/24/2004	N
Manchester Commons 3, Pittsburgh PA	Manchester Housing Partnership LP III (267) 386-8600	Y	18	18	12/21/1999	4/27/2001	N
Manchester Commons 4, Pittsburgh PA	Manchester Housing Partnership LP IV (267) 386-8600	Y	23	23	12/22/2000	6/29/2001	N
McCalle Homes 2, Chollanoga TN	Alan Park Housing Partnership LLC (267) 386-8600	Y	101	101	12/31/2005	2/24/2006	N
McCalle Homes 3, Chollanoga TN	The Villages Housing Partnership LLC (267) 386-8600	Y	102	102	12/15/2006	2/27/2007	N
Memphis Triangle 2, Memphis TN	Memphis Triangle Family LLC (267) 386-8600	Y	106	86	11/21/2013	5/18/2015	N
Memphis Triangle 3, Memphis TN	Memphis Triangle Phase III LLC (267) 386-8600	Y	105	84	11/21/2014	2/25/2015	N
Memphis Triangle 4, Memphis TN	Memphis Triangle Phase IV LLC (267) 386-8600	Y	67	63	10/13/2015	12/31/2015	N
Memphis Triangle 1, Memphis TN	Memphis Triangle Senior LLC (267) 386-8600	Y	84	84	12/13/2012	12/31/2012	N
Meriden Commons I, Meriden, CT	Meriden Mills I LLC (267) 386-8600	Y	75	60	6/30/2018	12/1/2018	N
Oaks at Park Pointe (Meriwether Redevelopment I), Griffin GA	Meriwether Redevelopment I LLC (267) 386-8600	Y	84	84	11/20/2015	5/19/2016	N
Oaks at Park Pointe (Meriwether II), Griffin, GA	Meriwether Redevelopment II LLC (267) 386-8600	Y	85	85	12/30/2017	N/A - Not yet issued	N
Terraces at the Park (Meriwether III), Griffin, GA	Meriwether Redevelopment III LLC (267) 386-8600	Y	68	68	12/3/2018	N/A - Not yet issued	N
Merrill Mill Road, Salisbury, MD	Merrill Mill Road LLC (267) 386-8600	Y	75	67	N/A - In construction	N/A - Not yet issued	N
Monroe Meadows Housing Partnership LP (267) 386-8600	Monroe Meadows Housing Partnership LP (267) 386-8600	Y	48	48	6/28/2002	5/19/2003	N
Montgomery Heights II, Newark, NJ	Montgomery Two Housing Urban Renewal, LLC (267) 386-8600	Y	154	153	N/A - In construction	N/A - Not yet issued	N
Montgomery Heights, Newark NJ	Montgomery Street Housing Urban Renewal LLC (267) 386-8600	Y	80	80	8/31/2010	9/1/2011	N
Moravia Park, Baltimore MD	Moravia Park Drive LLC (267) 386-8600	Y	60	60	3/30/2009	5/12/2010	N
New Brunswick Performing Arts Center, New Brunswick NJ	NBCCR Urban Renewal LLC (267) 386-8600	Y	207	62	7/25/2019	N/A - Not yet issued	N
North Hills 1, Ross Twp. PA	North Hills Housing ± LP (267) 386-8600	Y	60	60	12/6/2010	8/26/2011	N
North Hills 2, Ross Twp. PA	North Hills Housing II LP (267) 386-8600	Y	37	37	2/4/2011	1/10/2012	N
North Hills Manor, Glenside, PA	NHM Housing LP (267) 386-8600	Y	50	50	N/A - In construction	N/A - Not yet issued	N
Oaks of Camden, Chollanoga TN	Johnson Terrace LLC (267) 386-8600	Y	57	57	11/24/2007	2/21/2008	N
Oaks of Liberty, Baltimore MD	The Oaks of Liberty LLC (267) 386-8600	Y	75	75	11/22/2001	6/19/2002	N
Obery Court 1, Annapolis MD	Obery Court Phase I LLC (267) 386-8600	Y	50	50	5/5/2010	2/24/2011	N
Obery Court 2, Annapolis MD	Obery Court/College Creek Phase II LLC (267) 386-8600	Y	63	63	12/7/2012	4/9/2014	N
Obery Court 3, Annapolis MD	Obery Court/College Creek Phase III LLC (267) 386-8600	Y	61	61	6/10/2016	3/31/2017	N
Orchard Ridge 2, Baltimore MD	Orchard Ridge Rental II LLC (267) 386-8600	Y	72	57	3/3/2009	8/26/2010	N
Orchard Ridge 3, Baltimore MD	Orchard Ridge Rental III LLC (267) 386-8600	Y	77	77	10/23/2009	1/24/2011	N
Orchard Ridge 4, Baltimore MD	Orchard Ridge Rental IV LLC (267) 386-8600	Y	64	64	10/30/2014	12/1/2015	N
Orchard Ridge 5, Baltimore MD	Orchard Ridge Rental V LLC (267) 386-8600	Y	65	58	7/1/2017	5/30/2018	N
Orchard Ridge 1, Baltimore MD	Orchard Ridge Rental I LLC (267) 386-8600	Y	100	80	7/16/2008	9/14/2009	N
Oxford Village, Oxford PA	Oxford Village Housing Partnership LP (267) 386-8600	Y	50	50	11/8/1999	11/27/2000	N
Patriot's Cove, Barnegat NJ	Patriot's Cove Urban Renewal Associates LLC (267) 386-8600	Y	46	46	4/30/2009	10/20/2010	N
Pearlie Sullivan, Camden NJ	Pearlie Urban Renewal Associates LP (267) 386-8600	Y	49	64	6/27/2006	6/29/2007	N
Penn Hills, Ridley Twp. PA	Ridley Development Associates LP (267) 386-8600	Y	49	49	4/16/2012	4/5/2013	N
Pennsburg Commons, Pennsburg PA	Pennsburg Housing Partnership LP (267) 386-8600	Y	50	50	9/22/2000	4/11/2001	N
Pointe View at Aspen Hill, Aspen Hill, MD	Parkview at Aspen Hill, LLC (267) 386-8600	Y	120	108	N/A - In construction	N/A - Not yet issued	N
Presidential Estates, Long Branch NJ	Grant Court Housing Urban Renewal Associates LP (267) 386-8600	Y	70	70	12/19/2007	8/3/2009	N
Prospect Plaza 1, New York NY	Ocean Hill LLC (267) 386-8600	Y	110	110	6/16/2016	3/31/2017	N
Prospect Plaza 2, New York NY	Ocean Hill II LLC (267) 386-8600	Y	149	149	1/15/2017	7/6/2018	N
Prospect Plaza 3, New York NY	Ocean Hill III LLC (267) 386-8600	Y	135	135	11/30/2018	9/9/2019	N
Providence Square 2, New Brunswick NJ	Providence Square Housing Urban Renewal LLC (267) 386-8600	Y	53	53	10/20/2010	6/11/2011	N
Fusey Estates, Upland PA	Fusey Estates Housing Partnership LP (267) 386-8600	Y	77	77	7/22/2005	9/15/2006	N
Regent Terrace, Philadelphia PA	Regent Terrace Housing Partnership LP (267) 386-8600	Y	80	80	12/9/2005	1/24/2007	N
Reservoir Hill, Baltimore MD	Reservoir Hill Housing LLC (267) 386-8600	Y	64	64	12/20/2006	10/14/2008	N
Riviera, Baltimore, MD	Riviera Apartments, LLC (267) 386-8600	Y	55	41	10/31/2016	5/17/2019	N
Roosevelt Hospital, Edison NJ	Roosevelt Hospital Housing Urban Renewal Associates LLC (267) 386-8600	Y	55	135	11/30/2017	N/A - Not yet issued	Y
Sacred Heart Residences, Allentown, PA	Sacred Heart Residences LP (267) 386-8600	Y	61	61	2/28/2017	12/13/2018	N
Salem Homes 1, Salem NJ	Salem Housing Urban Renewal Associates LP (267) 386-8600	Y	63	63	12/31/2009	9/26/2008	N
Salem Homes 2, Salem NJ	Salem Housing Urban Renewal Associates II LP (267) 386-8600	Y	44	44	12/29/2003	9/26/2008	N
Seaview Manor, Long Branch NJ	Seaview Housing Urban Renewal Associates LLC (267) 386-8600	Y	40	40	12/14/2006	2/23/2009	N
Sheldrake (The), Philadelphia PA	4901 Spruce Associates (267) 386-8600	Y	33	33	12/27/2004	8/23/2005	N
St. Luke's 1, Cleveland OH	St. Luke's Housing Partnership LLC (267) 386-8600	Y	72	72	12/29/2011	5/29/2013	N
Skyline Tower, New Brunswick NJ	Skyline Lessee LLC (267) 386-8600	Y	70	14	11/1/2003	10/10/2008	N
Somerton Court, Bensalem Twp. PA	Somerton Court Residences LP (267) 386-8600	Y	40	40	4/26/2013	11/16/2014	N
South Greengale Commons, Hempfield Twp. PA	South Greengale Commons Housing LP (267) 386-8600	Y	45	45	9/26/2013	9/5/2014	N
St. Luke's 2, Cleveland OH	St. Luke's Housing Partnership II LLC (267) 386-8600	Y	65	65	9/30/2012	12/17/2013	N
St. Stephens, Washington DC	4000 Benning Road LLC (267) 386-8600	Y	71	71	12/31/2017	2/28/2019	N
Steiner Redevelopment, Chattanooga TN	Steiner Redevelopment LLC (267) 386-8600	Y	48	48	6/21/2012	9/4/2013	N
Stoneridge Villas Phase I, Madison, AL	Balch Development LLC (267) 386-8600	Y	80	80	7/18/2019	N/A - Not yet issued	N
Studevan School, Darby Twp. PA	Studevan School Housing Partnership LP (267) 386-8600	Y	36	36	2/1/2001	7/27/2001	N
Tullio Towers, Erie PA	The Pennsylvania House Partnership LP (267) 386-8600	Y	113	113	11/8/2007	6/12/2008	N
Upland Estates, Upland PA	Upland Estates Housing Partnership LP (267) 386-8600	Y	50	50	12/27/2006	10/1/2008	N
Upland Terrace, Upland PA	Upland Terrace Housing Partnership LP (267) 386-8600	Y	51	51	12/31/2004	12/12/2005	N
Uplands Rental, Baltimore MD	Uplands Rental Phase I LLC (267) 386-8600	Y	104	77	7/11/2012	4/11/2014	N
Vernon House, Philadelphia PA	Vernon House Housing Partnership LP (267) 386-8600	Y	68	68	9/2/2005	7/19/2006	N
Warner Robins Redevelopment - Warner Robins GA	WR Wall Street LLC (267) 386-8600	Y	90	59	N/A - In construction	N/A - Not yet issued	N
Weinberg Commons II - Cherry Hill NJ	Springdale II Urban Renewal Associates LLC (267) 386-8600	Y	80	80	11/8/2007	N/A - Not yet issued	N
Wellington Ridge 1, Chester PA	Wellington Housing Partnership LP (267) 386-8600	Y	56	56	2/28/2003	7/31/2003	N
Wellington Ridge 2, Chester PA	Wellington Housing Partnership LP II (267) 386-8600	Y	54	54	11/29/2002	3/18/2003	N
Westbridge Apartments, Bridgewater PA	Westbridge Housing Partnership LP (267) 386-8600	Y	24	24	7/5/2000	12/14/2000	N
Westbrook Village 1, Hartford CT	Westbrook I Housing LLC (267) 386-8600	Y	75	60	N/A - In construction	N/A - Not yet issued	N
Widow's Home, Pittsburgh 1-6, Philadelphia PA	Renaisance Housing LP II (267) 386-8600	Y	24	24	11/22/2006	8/27/2007	N
William Way, Philadelphia PA	Spruce Street Senior Residences LP (267) 386-8600	Y	56	56	11/29/2013	3/18/2015	N
Woodbridge Township, Avenel, NJ	Cedar Meadows Housing Associates LLC (267) 386-8600	Y	101	100	9/30/2019	N/A - Not yet issued	N
Woodrow Wilson 2, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates I LP (267) 386-8600	Y	57	57	12/11/2013	4/29/2015	N
Woodrow Wilson 3, Long Branch NJ	Woodrow Wilson Housing Associates Three LP (267) 386-8600	Y	51	46	10/27/2014	10/2/2015	N
Woodrow Wilson 1, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates LP (267) 386-8600	Y	45	45	11/23/2013	12/4/2014	N
Wyman House, Baltimore MD	Wyman House LLC (267) 386-8600	Y	175	175	11/30/2017	4/30/2018	N
Wynne Senior, Philadelphia PA	Wynne Senior Residences LP (267) 386-8600	Y	51	51	3/31/2017	4/25/2019	N
Yates Village Phase I, Schenectady, NY	Yates Village I LLC (267) 386-8600	Y	89	74	N/A - In construction	N/A - Not yet issued	N

**Explanation for Uncorrected 8823 on Schedule A**

There is an uncorrected 8823 issued for the property listed as Roosevelt Hospital in Edison, NJ. During a file review, the New Jersey Housing and Mortgage Finance Agency (NJHMFA) questioned and asked for additional documentation on a withdrawal from a resident's IRA account. The resident had vacated making it more difficult to obtain this additional documentation. The additional documentation/clarification was received 11-19-19 and was sent to NJHMFA 11-20-19. We are awaiting clearance.

## List of LIHTC Developments (Schedule A)



Development Name: Carrier Point II  
 Name of Applicant: Choice Neighborhood II LLC (267) 386-8600

**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 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name:	Richard Barnhart	Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*	Y	Y or N			
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. (Y/N)*	Total Dev. Units	Total Low Income Units	Placed In Service Date	8609(s) Issue Date	Uncorrected 8823's (Y/N) Explain "Y"
1 1721 Springdale Road - Weisberg Commons I, Cherry Hill, NJ	1721 Springdale Urban Renewal Associates, LLC (267) 386-8600	Y	80	79	10/30/2019	N/A - Not yet issued	N
2 50 Penn - Brooklyn NY	50 Penn LLC (267) 386-8600 (267) 386-8600	Y	218	218	N/A - In construction	N/A - Not yet issued	N
4 A. Harry Moore 3, Jersey City NJ	AHM Housing Urban Renewal Associates LLC (267) 386-8600	Y	60	49	11/23/2011	11/28/2012	N
5 A. Harry Moore 4, Jersey City NJ	AHM Housing Urban Renewal Associates IV LLC (267) 386-8600	Y	70	59	5/3/2016	12/21/2016	N
6 Academy Place Preservation, Trenton NJ	El Barrio Academy Place Urban Renewal Associates, LLC (267) 386-8600	Y	40	40	7/31/2014	12/23/2014	N
7 Alexander Hamilton 1 Paterson, NJ	Alexander Hamilton Associates LLC (267) 386-8600	Y	80	80	8/31/2011	5/30/2014	N
8 Alexander Hamilton 2, Paterson NJ	Alexander Hamilton II Associates LLC (267) 386-8600	Y	50	50	6/1/2015	3/14/2016	N
9 Alexander Hamilton 3, Paterson NJ	Alexander Hamilton III Associates LLC (267) 386-8600	Y	50	50	5/16/2014	8/12/2015	N
10 Allentown Center Square, Allentown PA	Allentown Center Square Housing Partnership, LP (267) 386-8600	Y	63	63	12/20/2005	11/19/2007	N
11 Allison Hill 2, Harrisburg PA	Allison Hill H Associates (267) 386-8600	Y	29	29	12/27/2000	6/20/2001	N
12 Apollo Dye 2, Paterson NJ	Apollo Dye II Associates LLC (267) 386-8600	Y	63	63	7/1/2017	8/31/2018	N
13 Apollo Dye I, Paterson NJ	Apollo Dye Associates LLC (267) 386-8600	Y	70	70	7/31/2015	5/27/2016	N
14 Arlington Heights 1, Youngstown OH	Arlington Heights Housing 19112a113.112.11_ (267) 386-8600	Y	46	46	8/30/2007	8/21/2008	N
15 Arlington Heights 2, Youngstown OH	Arlington Heights Housing Partnership II LP (267) 386-8600	Y	29	29	10/29/2008	10/15/2009	N
16 Artisan's Mill, Trenton NJ	Artisan Street Associates LP (267) 386-8600	Y	31	31	7/31/1999	12/28/1999	N
17 Baldwin's Run 8, Camden NJ	Westfield Acres Urban Renewal Associates II LP (267) 386-8600	Y	73	73	11/2/2007	8/3/2009	N
18 Baldwin's Run 9, Camden NJ	Westfield Acres Urban Renewal Associates III LP (267) 386-8600	Y	74	74	5/15/2007	9/23/2008	N
19 Baldwin's Run, Camden NJ	Westfield Acres Urban Renewal Associates LP (267) 386-8600	Y	78	78	6/1/2003	10/9/2007	N
20 Basin Housing, Newport KY	Basin Housing Limited Partnership (267) 386-8600	Y	20	20	11/21/2006	1/16/2008	N
21 Bensalem Veterans Residences, Bensalem PA	BSV Housing LP (267) 386-8600	Y	40	40	N/A - In construction	N/A - Not yet issued	N
22 Bemice Arms, Philadelphia PA	Residences at 6000 Baltimore LP (267) 386-8600	Y	46	46	7/31/1999	12/23/1999	N
23 Booth Street, Salisbury MD	Booth Street Phase I LLC (267) 386-8600	Y	84	84	12/20/2016	6/30/2018	N
24 Braddock Senior Housing, Braddock PA	Braddock Housing Initiative LP (267) 386-8600	Y	53	53	2/17/2010	8/31/2010	N
25 Bradhurst Apartments, New York NY	Bradhurst Apartments LLC (267) 386-8600	Y	20	20	4/20/2007	5/5/2008	N
26 Branch Village, Camden NJ	Branch Village Housing Urban Renewal LLC (267) 386-8600	Y	58	58	7/5/2011	5/29/2012	N
27 Brownstones 2, Philadelphia PA	Diamond Street Housing Partnership II LP (267) 386-8600	Y	46	46	10/31/2016	N/A - Not yet issued	N
28 Burwood Gardens, Glen Burnie MD	Burwood Gardens Senior LLC (267) 386-8600	Y	100	100	11/18/2013	12/27/2014	N
29 Bushwick Gardens, Brooklyn NY	Bushwick Gardens I LLC (267) 386-8600	Y	372	0	N/A - In construction	N/A - Not yet issued	N
30 C.W. Brooks, Hagerstown MD	C.W. Brooks LLC (267) 386-8600	Y	60	60	6/30/2011	8/24/2012	N
32 Campbell Purcell	Brackett Road Housing LLC (267) 386-8600 (267) 386-8600	Y	65	50	N/A - In construction	N/A - Not yet issued	N
33 Camp Kilmer A	Camp Kilmer A Urban Renewal Associates LLC (267) 386-8600	Y	86	86	N/A - In construction	N/A - Not yet issued	N
34 Carl Miller Homes, Trenton NJ	Carl Miller Associates I LLC (267) 386-8600	Y	204	204	7/31/2014	4/22/2015	N
35 Cedar 2, Cleveland OH	Cedar Redevelopment Phase II LP (267) 386-8600	Y	50	30	12/12/2016	4/30/2018	N
36 Cedar I, Cleveland OH	Cedar Redevelopment Phase I LP (267) 386-8600	Y	61	61	4/30/2017	4/30/2018	N
37 Centennial Place 2, Farrell PA	Steel City Housing Partnership LP II (267) 386-8600	Y	34	34	7/15/2005	3/1/2006	N
38 Centennial Place I, Farrell PA	Steel City Housing Partnership LP (267) 386-8600	Y	53	53	11/12/2003	6/25/2004	N

### List of LIHTC Developments (Schedule A)

39	Centerville 12, Camden NJ	Centerville Urban Renewal 12 LLC (267) 386-8600	Y	70	70	6/1/2009	11/23/2009	N
40	Centerville 7, Camden NJ	Centerville Housing Urban Renewal Associates LLC (267) 386-8600	Y	74	74	12/12/2008	8/3/2009	N
	Chapel Green, Baltimore MD	Pennrose East Baltimore Rental LLC (267) 386-8600	Y	63	48	6/18/2009	9/13/2010	N
	Chateau (The), Baltimore MD	Chateau Housing Partnership LLC (267) 386-8600	Y	47	35	10/31/2002	2/18/2005	N
	Cherry Hill Senior, Baltimore MD	Cherry Hill Senior Limited Partnership	Y	80	80	10/10/2002	6/24/2003	N
	Church Street/H.E. Kapp, Flemington NJ	Church Street Housing Urban Renewal Associates LP (267) 386-8600	Y	60	60	11/10/2005	1/4/2008	N
	City View Landing Family, Newark N.	Scudder Flames Family Urban Renewal LP (267) 386-8600	Y	58	58	5/5/2008	4/22/2010	N
	City View Landing Senior, Newark N.	Scudder Homes Senior Urban Renewal LP (267) 386-8600	Y	48	48	9/15/2008	3/19/2010	N
	Clairton Apartments, Clairton PA	Clairton Housing Partnership LP (267) 386-8600	Y	44	44	12/1/2004	7/18/2005	N
	Clara Barton I/L., Edison NJ	Clara Barton All I LLC (267) 386-8600	Y	27	27	9/30/1999	7/18/2002	N
	Clara Barton A/L, Edison NJ	Clara Barton All II LP (267) 386-8600	Y	84	17	12/31/1999	11/11/2000	N
	Cloisters 3, Philadelphia PA	Cloisters III Housing Partnership LP (267) 386-8600	Y	50	50	3/22/2007	9/9/2008	N
	Costello Building, Old Bridge NJ	Old Bridge Housing Urban Renewal II LLC (267) 386-8600	Y	61	61	12/20/2006	10/10/2008	N
	Cottage Hill Place, Mobile, AL	Cottage Hill Place LLC (267) 386-8600	Y	80	80	7/30/2018	N/A - Not yet issued	N
	Crest Manor, Abington Twp. PA	Crest Manor Housing Partnership LP (267) 386-8600	Y	46	46	11/30/2017	N/A - Not yet issued	N
	Cumberland Gardens 1, Allentown PA	Cumberland Gardens I Housing Partnership LP (267) 386-8600	Y	74	74	10/31/2012	3/30/2016	N
	Cumberland Gardens 2, Allentown PA	Cumberland Gardens 2 Housing Partnership	Y	70	70	10/9/2014	5/31/2016	N
	Deanwood Hills, Washington DC	Deanwood Hills LLC (267) 386-8600	Y	150	150	8/31/2018	5/31/2019	N
	Delaware Terrace 1, Easton PA	Delaware Terrace Housing I LP (267) 386-8600	Y	56	56	12/13/2010	8/17/2012	N
	Delaware Terrace 2, Easton PA	Delaware Terrace Housing II LP (267) 386-8600	Y	40	40	12/7/2011	2/19/2013	N
	East Hampton Town Center, Eastampton Twp. NJ	Eastampton Urban Renewal Associates LP (267) 386-8600	Y	100	100	8/19/2002	4/28/2003	N
	East Hanover Street, Trenton NJ	East Hanover Street Urban Renewal Associates LP (267) 386-8600	Y	21	21	7/1/2001	10/8/2002	N
	Fairgrounds 1, Chester Twp. PA	Fairgrounds Housing Partnership LP (267) 386-8600	Y	73	73	12/1/2008	3/4/2010	N
	Fairgrounds 2, Chester Twp. PA	Fairgrounds Housing Partnership II LP (267) 386-8600	Y	71	71	12/9/2010	6/24/2011	N
	Fairgrounds 3, Chester Twp. PA	Fairgrounds Housing Partnership III LP (267) 386-8600	Y	48	48	3/28/2012	12/27/2012	N
	Fairgrounds 4, Chester Twp. PA	Fairgrounds Housing Partnership IV LP (267) 386-8600	Y	71	71	6/29/2013	12/4/2014	N
	Fairview Village, Phoenixville PA	Fairview Court Development LP (267) 386-8600	Y	36	36	6/26/2013	12/17/2014	N
	Falls Ridge, Philadelphia PA	Ridge Avenue Housing LP (267) 386-8600	Y	135	135	11/25/2003	12/28/2004	N
	Fellon Lofts, Steelton PA	Steelton Walnut Limited Partnership	Y	63	63	5/31/2012	5/23/2013	N
	Former's market, Pittsburgh PA	Farmers Market Housing Partnership LP (267) 386-8600	Y	75	75	6/13/2000	1/17/2001	N
	French Creek Manor, Phoenixville PA	French Creek Housing Partnership LP (267) 386-8600	Y	70	70	11/9/2004	3/22/2005	N
	Garden Valley 2, Cleveland OH	Garden Valley Housing Partnership II LP (267) 386-8600	Y	57	57	7/28/2011	1/18/2013	N
	Garden Valley 3, Cleveland OH	Garden Valley Housing Partnership III LP (267) 386-8600	Y	69	69	12/30/2011	2/20/2014	N
	Garden Valley 1, Cleveland OH	Garden Valley Housing Partnership I LP (267) 386-8600	Y	81	81	12/16/2010	3/7/2012	N
	Garden Valley 4, Cleveland OH	Garden Valley Housing Partnership IV LP (267) 386-8600	Y	60	60	12/16/2016	10/27/2017	N
	Garfield Court 1, Long Branch NJ	Garfield Court Urban Renewal Housing Associates LLC (267) 386-8600	Y	67	61	12/11/2008	12/22/2009	N
	Garfield Court 2, Long Branch NJ	Garfield Two Housing Urban Renewal LP (267) 386-8600	Y	61	61	4/28/2010	6/14/2011	N
	Gateway Crossing 1, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600	Y	83	83	12/24/2003	4/5/2005	N
	Gateway Crossing 2, Hagerstown MD	Gateway Crossing Housing Partnership LLC II (267) 386-9600	Y	45	45	3/28/2005	11/27/2006	N
	Gateway Crossing 3, Hagerstown MD	Gateway Crossing Housing Partnership LLC III (267) 386-8600	Y	77	77	12/5/2005	11/30/2007	N
	Gateway Crossing 4, Hagerstown MD	Gateway Crossing Housing Partnership LLC (267) 386-8600 IV	Y	85	85	11/30/2006	9/22/2008	N
	Glenarden Phase I, Lanham, MD	Glenarden Phase I, LLC (267) 386-8600	Y	114	87	N/A - In construction	N/A - Not yet issued	N
	Glenbrook at Oxmoor, Birmingham AL	Glenbrook at Oxmoor I LLC (267) 386-8600	Y	100	100	5/6/2009	6/11/2010	N
	Hamilton (The), Poughkeepsie NY	400 Main LLC (267) 386-8600	Y	57	57	12/20/2005	9/7/2007	N
	Hanover Shoe Senior, Hanover PA	Hanover Office Limited Partnership LP (267) 386-8600	Y	24	24	1/28/2008	9/9/2008	N

List of LIHTC Developments (Schedule A)

Hanover Shoe, Hanover PA	Hanover Housing Partnership LP (267) 386-8600	Y	70	70	12/6/2001	3/18/2003	N
HART 1A, Allentown PA	MART I Housing Partnership LP (267) 386-8600	Y	80	80	11/15/2007	10/9/2008	N
HART 1B, Allentown PA	HART II Housing Partnership LP (267) 386-8600	Y	79	79	9/21/2007	4/14/2008	N
HART 2B, Allentown PA	HART IV Housing Partnership LP (267) 386-8600	Y	50	50	11/24/2009	2/8/2010	N
HART 2A, Allentown PA	HART III Housing Partnership LP (267) 386-8600	Y	60	60	12/11/2008	8/20/2010	N
Heritage Overlook, Glen Burnie MD	Heritage Overlook LLC (267) 386-8600	Y	100	100	5/30/2018	12/7/2018	N
Hemitage Senior, Hemitage PA	Hemitage Senior Housing LP (267) 386-8600	Y	40	40	12/18/2006	8/27/2007	N
Hickman Expansion, West Chester PA	326 N, Walnut Street LP (267) 386-8600	Y	60	60	12/23/2010	12/15/2011	N
Highland Homes, Radnor Twp. PA	Highland Homes Housing Partnership LP (267) 386-8600	Y	50	50	12/12/2002	8/7/2003	N
Hope Gardens, Brooklyn NY	Hope Gardens I LLC (267) 386-8600	Y	949	949	N/A - In construction	N/A - Not yet issued	N
J.F. Budd Building, Burlington NJ	Dilwyn Associates LP (267) 386-8600	Y	36	36	10/29/2002	4/4/2003	N
Jefferson Heights, New Won CT	Jefferson Heights Housing LLC (267) 386-8600	Y	70	70	12/20/2013	3/5/2015	N
Jefferson School, Pottstown PA	Jefferson School Housing Partnership LP (267) 386-8600	Y	46	46	7/03/2003	12/19/2003	N
Jeffers Square Preservation, Chester PA	Jeffers Square Preservation LP (267) 386-8600	Y	36	36	8/31/2014	6/29/2015	N
Kinder Park 1, Ridley Twp. PA	Kinder Park Housing Partnership I LP (267) 386-8600	Y	48	48	12/19/2015	8/4/2017	N
Kinder Park 2, Ridley Twp. PA	Kinder Park Housing Partnership II LP (267) 386-8600	Y	50	50	12/6/2016	9/25/2018	N
Kinder Park 3, Ridley Twp. PA	Kinder Park Housing Partnership III LP (267) 386-8600	Y	56	56	1/30/2018	N/A - Not yet issued	N
Laurel Estates, North Union Twp. PA	Laurel Estates Housing LP (267) 386-8600	Y	56	56	11/26/2008	6/18/2009	N
Legacy Commons, Farrell PA	Legacy Commons Housing Partnership LP (267) 386-8600	Y	29	29	9/27/2004	8/30/2005	N
Liberty Place, Fort Lee NJ	Fort Lee Housing Associates LP (267) 386-8600	Y	60	60	11/20/2003	10/15/2007	N
Limerick Green, Limerick PA	Limerick Green Housing Partnership LP (267) 386-8600	Y	80	80	4/27/2000	12/20/2000	N
Lincoln Park 1A, Springfield OH	Lincoln Park Housing Partnership A LP (267) 386-8600	Y	40	40	5/14/2008	3/27/2009	N
Lincoln Park 2, Springfield OH	Lincoln Park Housing Partnership III LP (267) 386-8600	Y	24	24	11/13/2009	8/27/2010	N
Lincoln Park 1B, Springfield OH	Lincoln Park Housing Partnership II LP (267) 386-8600	Y	68	68	6/30/2008	7/9/2009	N
Lofts/Master Street, Philadelphia, PA	Master Street Housing Partnership LP (267) 386-8600	Y	62	62	12/14/2005	6/27/2007	N
McCallie Homes 1, Chattanooga TN	McCallie Homes Housing Partnership Phase I LLC (267) 386-8600	Y	72	72	12/31/2004	7/24/2004	N
Maier Manor, Old Bridge NJ	Old Bridge Housing Urban Renewal Partnership LP (267) 386-8600	Y	100	100	3/7/2005	7/28/2008	N
Manchester Commons 3, Pittsburgh PA	Manchester Housing Partnership LP III (267) 386-8600	Y	18	18	12/31/1999	4/27/2001	N
Manchester Commons 4, Pittsburgh PA	Manchester Housing Partnership LP IV (267) 386-8600	Y	23	23	12/22/2000	6/29/2001	N
Maple Shade Mews, Maple Shade NJ	North Fork Landing Associates LP (267) 386-8600	Y	100	100	12/3/2004	12/10/2007	N
Maple Village (CIF) Philadelphia PA	CIP Housing LP (267) 386-8600	Y	70	70	11/27/2002	5/6/2003	N
Marlin Luther King 3, PhiladeLP (267) 386-8600hla PA	Uni-Penn Housing Partnership II (267) 386-8600	Y	45	45	12/31/2003	9/22/2004	N
Marlton Residences, PhiladeLP (267) 386-8600hla PA	Marlton Housing Partnership LP (267) 386-8600	Y	25	25	7/21/1999	12/22/2000	N
Marlin Luther King 1, PhiladeLP (267) 386-8600hla PA	Uni-Penn Housing Partnership I(267) 386-8600	Y	49	49	12/20/2002	4/5/2004	N
McCallie Homes 2, Chattanooga TN	Allan Park Housing Partnership LLC (267) 386-8600	Y	101	101	12/31/2005	2/24/2006	N
McCallie Homes 3, Chattanooga TN	The Villages Housing Partnership LLC (267) 386-8600	Y	102	102	12/15/2006	2/27/2007	N
McCorstin Square, Hamilton Twp. NJ	McCorstin Square Urban Renewal Associates LP (267) 386-8600	Y	70	70	4/30/2000	7/25/2001	N
Memphis Triangle 2, Memphis TN	Memph's Triangle Family LLC (267) 386-8600	Y	106	86	11/21/2013	5/18/2015	N
Memphis Triangle 3, Memphis TN	Memphis Triangle Phase III LLC (267) 386-8600	Y	105	84	11/21/2014	2/23/2015	N
Memphis Triangle 4, Memphis TN	Memphis Triangle Phase IV LLC (267) 386-8600	Y	67	63	10/13/2015	12/31/2015	N
Memphis Triangle 1, Memphis TN	Memphis Triangle Senior LLC (267) 386-8600	Y	84	84	12/13/2012	12/31/2012	N
Meriden Commons I, Meriden, CT	Meriden Mills I LLC (267) 386-8600	Y	75	60	6/30/2018	12/17/2018	N
Oaks at Park Pointe (Meriwether Redevelopment I), Griffin GA	Meriwether Redevelopment I LLC (267) 386-8600	Y	84	84	11/20/2015	5/19/2016	N
Iris at Park Pointe (Meriwether II), Griffin, GA	Meriwether Redevelopment II LLC (267) 386-8600	Y	85	85	12/30/2017	N/A - Not yet issued	N
Terraces at the Park (Meriwether III), Griffin, GA	Meriwether Redevelopment III LLC (267) 386-8600	Y	68	68	12/3/2018	N/A - Not yet issued	N

List of LIHTC Developments (Schedule A)

Meritt Mill Road , Salisbury, MD	Meritt Mill Road LLC (267) 386-8600	Y	75	67	N/A - in construction	N/A - Not yet issued	N
Metropolitan Inn, Burlington NJ	Metropolitan Inn Associates LP (267) 386-8600	Y	16	16	10/29/2002	4/4/2003	N
Monroe Meadows, Monroeville PA	Monroe Meadows Housing Partnership LP (267) 386-8600	Y	48	48	6/28/2002	5/19/2003	N
Montgomery Heights II, Newark, NJ	Montgomery Two Housing Urban Renewal, LLC (267) 386-8600	Y	154	153	N/A - in construction	N/A - Not yet issued	N
Montgomery Heights, Newark NJ	Montgomery Street Housing Urban Renewal LLC (267) 386-8600	Y	80	80	8/31/2010	9/14/2011	N
Moravia Park, Baltimore MO	Moravia Park Drive LLC (267) 386-8600	Y	60	60	3/30/2009	5/12/2010	N
New Brunswick Performing Arts Center, New Brunswick NJ	NBCCR Urban Renewal LLC (267) 386-8600	Y	207	42	7/25/2019	N/A - Not yet issued	N
North Hills I, Ross Twp. PA	North Hills Housing I LP (267) 386-8600	Y	60	60	12/6/2010	8/26/2011	N
North Hills 2, Ross Twp. PA	North Hills Housing II LP (267) 386-8600	Y	37	37	2/4/2011	1/10/2012	N
North Hills Manor, Glenside, PA	NHM Housing LP (267) 386-8600	Y	50	50	N/A - in construction	N/A - Not yet issued	N
Oaks at Camcen, Chattanooga TN	Johnson Terrace LLC (267) 386-8600	Y	57	57	11/26/2007	2/21/2008	N
Oaks of Liberty, Baltimore MD	The Oaks at Liberty LLC (267) 386-8600	Y	75	75	11/2/2001	6/19/2002	N
Obery Court 1, Annapolis MD	Obery Court Phase I LLC (267) 386-8600	Y	50	50	5/5/2010	2/24/2011	N
Obery Court 2, Annapolis MD	Obery Court/College Creek Phase II LLC (267) 386-8600	Y	63	63	12/7/2012	4/9/2014	N
Obery Court 3, Annapolis MD	Obery Court/College Creek Phase III LLC (267) 386-8600	Y	61	61	6/10/2016	3/31/2017	N
Orchard Ridge 2, Baltimore MD	Orchard Ridge Rental II LLC (267) 386-8600	Y	72	57	3/3/2009	8/26/2010	N
Orchard Ridge 3, Baltimore MD	Orchard Ridge Rental III LLC (267) 386-8600	Y	77	77	10/23/2009	1/24/2011	N
Orchard Ridge 4, Baltimore MD	Orchard Ridge Rental IV LLC (267) 386-8600	Y	64	64	10/30/2014	12/1/2015	N
Orchard Ridge 5, Baltimore MD	Orchard Ridge Rental V LLC (267) 386-8600	Y	65	58	7/11/2017	5/30/2018	N
Orchard Ridge I, Baltimore MD	Orchard Ridge Rental I LLC (267) 386-8600	Y	100	80	7/16/2008	9/14/2009	N
Oxford Village, Oxford PA	Oxford Village Housing Partnership LP (267) 386-8600	Y	50	50	11/8/1999	11/27/2000	N
Patriot's Cove, Barnegat NJ	patriot's Cove Urban Renewal Associates LLC (267) 386-8600	Y	46	46	6/30/2009	10/20/2010	N
Pearlye Sutting, Camden NJ	Pearlye Urban Renewal Associates LP (267) 386-8600	Y	69	64	6/27/2006	6/29/2007	N
Penn Hills, Ridley Twp. PA	Ridley Development Associates LP (267) 386-8600	Y	49	49	4/1/2012	4/5/2013	N
Pennsburg Commons, Pennsburg PA	Pennsburg Housing Partnership LP (267) 386-8600	Y	50	50	9/27/2000	6/11/2001	N
Pointe View at Aspen Hill, Aspen Hill, MD	Parkview at Aspen Hill, LLC (267) 386-8600	Y	120	108	N/A - in construction	N/A - Not yet issued	N
Presidential Estates, Long Branch NJ	Grant Court Housing Urban Renewal Associates LP (267) 386-8600	Y	70	70	12/19/2007	8/3/2009	N
Prospect Plaza 1, New York NY	Ocean Hill LLC (267) 386-8600	Y	110	110	6/16/2016	3/31/2017	N
Prospect Plaza 2, New York NY	Ocean Hill II LLC (267) 386-8600	Y	149	149	1/15/2017	7/6/2018	N
Prospect Plaza 3, New York NY	Ocean Hill III LLC (267) 386-8600	Y	135	135	11/30/2018	9/9/2019	N
Providence Square 2, New Brunswick NJ	Providence Square Housing Urban Renewal LLC (267) 386-8600	Y	53	53	10/20/2010	6/1/2011	N
Pusey Estates, Jpland PA	Pusey Estates Housing Partnership LP (267) 386-8600	Y	77	77	7/22/2005	9/19/2006	N
Regent Terrace, Philadelphia PA	Regent Terrace Housing Partnership LP (267) 386-8600	Y	80	80	12/19/2005	1/24/2007	N
Reservoir Hill, Baltimore MD	Reservoir Hill Housing LLC (267) 386-8600	Y	64	64	12/20/2006	10/14/2008	N
Riviera, Baltimore, MD	Riviera Apartments, LLC (267) 386-8600	Y	55	41	10/31/2018	5/17/2019	N
Roosevelt Hospital, Edison NJ	Roosevelt Hospital Housing Urban Renewal Associates LLC (267) 386-8600	Y	55	135	11/30/2017	N/A - Not yet issued	Y
Sacred Heart Residences, Allentown, PA	Sacred Heart Residences LP (267) 386-8600	Y	61	61	2/28/2017	12/13/2018	N
Salem Homes 1, Salem NJ	Salem Housing Urban Renewal Associates LP (267) 386-8600	Y	63	63	12/31/2002	9/26/2008	N
Salem Homes 2, Salem NJ	Salem Housing Urban Renewal Associates II LP (267) 386-8600	Y	44	44	12/29/2003	9/26/2008	N
Seaview Manor, Long Branch NJ	Seaview Housing Urban Renewal Associates LLC (267) 386-8600	Y	40	40	12/14/2006	2/25/2009	N
Sheldrake (The), Philadelphia PA	4901 Spruce Associates (267) 386-8600	Y	33	33	12/27/2004	8/23/2005	N
St. Luke's I, Cleveland OH	St. Luke's Housing Partnership LLC (267) 386-8600	Y	72	72	12/29/2011	5/29/2013	N
Skyline Tower, New Brunswick NJ	Skyline Lessee LLC (267) 386-8600	Y	70	14	11/1/2003	10/10/2008	N
Somerton Court, Bensalem Twp. PA	Somerton Court Residences LP (267) 386-8600	Y	60	60	4/26/2013	11/18/2014	N
South Greengate Commons, Hempfield Twp. PA	South Greengate Commons Housing LP (267) 386-8600	Y	45	45	9/26/2013	9/5/2014	N
St. Luke's 2, Cleveland OH	St. Luke's Housing Partnership II LLC (267) 386-8600	Y	65	65	9/30/2012	12/17/2013	N
St. Stephens, Washington DC	4000 Benning Road LLC (267) 386-8600	Y	71	71	12/31/2017	2/28/2019	N



List of LIHTC Developments (Schedule A)

Steiner Redevelopment, Chattanooga TN	Steiner Redevelopment LLC (267) 386-8600	Y	48	48	6/21/2012	9/4/2013	N
Stoneridge Villas Phase I, Madison, AL	Balch Development LLC (267) 386-8600	Y	80	80	7/18/2019	N/A - Not yet issued	N
Studevan School, Darby Twp, PA	Studevan School Housing Partnership LP (267) 386-8600	Y	36	36	2/1/2001	7/27/2001	N
Tullio Towers, Erie PA	The Pennsylvania House Partnership LP (267) 386-8600	Y	113	113	11/8/2007	6/12/2008	N
Upland Estates, Upland PA	Upland Estates Housing Partnership LP (267) 386-8600	Y	50	50	12/27/2006	10/1/2008	N
Upland Terrace, Upland PA	Upland Terrace Housing Partnership LP (267) 386-8600	Y	51	51	12/31/2004	12/12/2005	N
Uplands Rental, Baltimore MD	Uplands Rental Phase I LLC (267) 386-8600	Y	104	77	7/11/2012	4/11/2014	N
Vernon House, PhiladeLP (267) 386-8600ria PA	Vernon House Housing Partnership LP (267) 386-8600	Y	68	68	9/2/2005	7/19/2006	N
Warner Robins Redevelopment - Warner Robins GA	WR Wall Street LLC (267) 386-8600	Y	90	59	N/A - In construction	N/A - Not yet issued	N
Weinberg Commons II - Cherry Hill NJ	Springdale II Urban Renewal Associates LLC (267) 386-8600	Y	80	80	N/A - In construction	N/A - Not yet issued	N
Wellington Ridge 1, Chester PA	Wellington Housing Partnership LP (267) 386-8600	Y	56	56	2/28/2003	7/31/2003	N
Wellington Ridge 2, Chester PA	Wellington Housing Partnership LP II (267) 386-8600	Y	54	54	11/29/2002	3/18/2003	N
Westbridge Apartments, Bridgewater PA	Westbridge Housing Partnership LP (267) 386-8600	Y	24	24	7/5/2000	12/14/2000	N
Westbrook Village I, Hartford CT	Westbrook I Housing LLC (267) 386-8600	Y	75	60	N/A - In construction	N/A - Not yet issued	N
Widow's Home, Pittsburgh 1-6.	Renaissance Housing FP II LP (267) 386-8600	Y	24	24	11/27/2006	8/27/2007	N
William Way, Philadelphia PA	Spruce Street Senior Residences LP (267) 386-8600	Y	56	56	11/29/2013	3/18/2015	N
Woodbridge Township, Avenel, NJ	Cedar Meadows Housing Associates LLC (267) 386-8600	Y	101	100	9/30/2019	N/A - Not yet issued	N
Woodrow Wilson 2, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates II LP (267) 386-8600	Y	57	57	12/11/2013	4/29/2015	N
Woodrow Wilson 3, Long Branch NJ	Woodrow Wilson Housing Associates Three LP (267) 386-8600	Y	51	46	10/27/2014	10/9/2015	N
Woodrow Wilson I, Long Branch NJ	Woodrow Wilson Housing Urban Renewal Associates LP (267) 386-8600	Y	65	65	11/25/2013	12/4/2014	N
Wyman House, Baltimore MD	Wyman House LLC (267) 386-8600	Y	175	175	11/30/2017	6/30/2018	N
Wynne Senior, Philadelphia PA	Wynne Senior Residences LP (267) 386-8600	Y	51	51	3/31/2017	4/5/2019	N
Yates Village Phase I, Schenectady, NY	Yates Village I LLC (267) 386-8600	Y	89	74	N/A - In construction	N/A - Not yet issued	N
69 Main Street, Fort Lee NJ	69 Main St. Fort Lee Urban Renewal Associates LLC	Y	129	65	N/A - In construction	N/A - Not yet issued	N
Calcon Gardens, Darby Twp, PA	Calcon Gardens Housing Partnership LP	Y	50	50	12/6/2001	10/1/2002	N
Chatham Estates, Chester PA	Lamokin Senior Village Housing Partnership LP	Y	40	40	6/7/2000	1/8/2001	N
Chestnut School, Fairview Twp, PA	Chestnut Housing Partnership LP	Y	45	45	11/26/2002	4/2/2003	N
Dumplin Hall, Wilkinsburg PA	Dumplin Hall Housing Partnership LP	Y	46	46	12/19/2006	10/8/2007	N
Grovelton Village, Coraopolis PA	Grovelton Housing Partnership LP	Y	69	69	5/30/2003	12/12/2003	N
Ohlovlew Acres 1, McKees Rocks PA	Ohlovlew Housing Partnership LP	Y	112	107	10/31/2005	12/28/2006	N
Ohlovlew Acres 2, McKees Rocks PA	Ohlovlew Housing Partnership LP II	Y	69	64	6/27/2006	6/29/2007	N

**Explanation for Uncorrected 8823 on Schedule A**

There is an uncorrected 8823 issued for the property listed as Roosevelt Hospital in Edison, NJ. During a file review, the New Jersey Housing and Mortgage Finance Agency (NJHMFA) questioned and asked for additional documentation on a withdrawal from a resident's IRA account. The resident had vacated making it more difficult to obtain this additional documentation. The additional documentation/clarification was received 11-19-19 and was sent to NJHMFA 11-20-19. We are awaiting clearance.

# List of LIHTC Developments (Schedule A)



Development Name: Carrier Point II  
 Name of Applicant: Choice Neighborhood II, LLC

**INSTRUCTIONS:**

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Karen R Wilds, President, Lassiter Courts Development Corporation,  
 Managing Member

**Controlling GP (CGP) or 'Named' Managing Member of Proposed property?"** Y  
 Y or N

**Principal's Name:**

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Ashe Manor Newport News VA	Orcutt Senior Housing LP 227 27th Street P.O. Box 797 Newport News, VA 23607 757 928-2645	Yes	50	50	10/31/2004	9/7/2005	No Unresolved
2	Orcutt Village Townhomes I Newport News VA	Orcutt Townhomes Phase III Limited Partnership Newport News, VA 23607 757 928-2645	Yes	40	40	10/22/2005	9/11/2006	No Unresolved
3	Great Oak Apartments Newport News, VA	Great Oaks Apartments LLC 227 27th St P.O. Box 797 Newport News, VA 23607 757 928-2645	Yes	143	143	12/1/2008	8/26/2009	No Unresolved
4	Orcutt Village Townhomes III Newport News VA	Orcutt Townhomes Phase III Limited Partnership Newport News, VA 23607 757 928-2645	Yes	30	30	5/12/2011	2/24/2012	No Unresolved
5	Jefferson Brookeville Apartments Newport News VA	Lower Jefferson Avenue LLC Newport News, VA 23607 757 928-2645	Yes	50	50	8/1/2014	4/9/2015	No Unresolved
6	Cypress Terrace Apartments Newport News, VA	Cypress Terrace LLC Newport News, VA 23607 757 928-2645	Yes	82	82	12/31/2016	7/11/2018	No Unresolved
7	Oyster Point and Brighton Apartments Newport News, VA	Oyster Point Brighton LLC Newport News, VA 23607 757-928-2645	Yes	196	196	12/31/2016	6/25/2018	No Unresolved
8	Lassiter Courts Apartments Newport News, VA	Lassiter Courts LLC Newport News, VA 23607 757 928-2645	Yes	100	100	Under Construction		
9	Spratley House Apartments Newport News, VA	Spratley House LLC Newport News, VA 23607 757 928 2645	Yes	50	50	Credits awarded; Pending Closing		
10								
11								
12								
13								
14								
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17								
18								
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## List of LIHTC Developments (Schedule A)

20							
21							
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39							
40							

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

**1st PAGE**  
**TOTAL:**      741      741

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

E

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

## OPTION TO LEASE

THIS OPTION TO LEASE is dated this 25<sup>th</sup> of November, 2019, by and between **NEWPORT NEWS REDEVELOPMENT A 1) HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("Owner"), and **CHOICE NEIGHBORHOOD II, LLC**, a Virginia limited liability company ("Lessee").

WHEREAS, the Owner is the fee simple owner of certain real property located in Newport News, Virginia, as further set forth on Exhibit A (the "Property"); and

WHEREAS, Lessee was formed to construct, develop, maintain, own, operate, lease, dispose of, and otherwise deal with the apartment project known as Carrier Point 2 to be located on the Property (the "Project"); and

WHEREAS, Owner wishes to grant to Lessee an option to lease the Property for the construction and development of the Project; and

WHEREAS, the development of the Project is contingent upon Lessee receiving financing and obtaining tax credits through Virginia Housing Development Authority ("VHDA").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the sum of Ten Dollars (\$10.00) 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 Owner hereby grants to Lessee an option (the "Option") for a period of five (5) years to lease the real estate for the construction and development of the Project located on the Property. Lessee may exercise the Option upon final approval from VHDA for the funding and financing of the project and upon receiving an award of income tax credits. Lessee shall notify Owner in writing of its exercise of the Option.

**2. Terms of Lease.** Upon the exercise of the Option by Lessee, the Owner and Lessee shall negotiate in good faith the terms and conditions of the lease. The lease term shall be for a minimum period of forty (40) years. The lease shall be a ground lease and Lessee shall be responsible for all costs associated with the construction and development of the Project, and any and all costs and expenses associated with the operation and maintenance of the Project. The lease shall also contain a covenant that the Property and Project will be restricted to low-income housing to the extent required by any use restrictions contained in any regulatory agreement with VHDA.

**3. Miscellaneous.** This Option Agreement shall be governed by the laws of the Commonwealth of Virginia. Any dispute or suit shall be filed in the State courts for the City of Newport News, Virginia. The parties agree to the venue and jurisdiction of said court. Should either party default under this Option Agreement, the non-defaulting party shall be entitled to an award of its costs to enforce this Agreement, including reasonable attorneys' fees against the defaulting party.

**GRANTEE:**

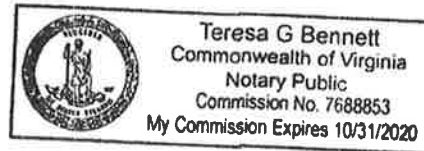
NEWPORT NEWS REDEVELOPMENT AND  
HOUSING AUTHORITY

By: *Karen R. Wilds*  
Karen R. Wilds, Executive Director

COMMONWEALTH OF VIRGINIA  
CITY OF NEWPORT NEWS, to-wit:

I, TERESA G. BENNETT a Notary Public in and for the City and State aforesaid, do certify that Karen R. Wilds, Executive Director of Newport News Redevelopment and Housing Authority, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Grantee, on behalf of which said Grantee she has executed the foregoing instrument, all for the uses and purposes set forth therein.

Given under my hand and seal this 26 day of November, 2019



My commission expires: 10/31/2020

Registration Number 7688853


*Teresa G. Bennett*

Notary Public

IN WITNESS WHEREOF, the parties have executed this document as of the date first set forth hereinabove.

COMPANY:

CHOICE NEIGHBORHOOD II, LLC  
BY: CHOICE NEIGHBORHOOD II  
DEVELOPMENT CORPORATION, its Manager

By   
Karen R. Wilds, President

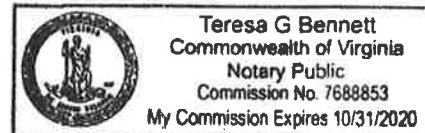
COMMONWEALTH OF VIRGINIA  
CITY OF NEWPORT NEWS, to-wit

I, TERESA G. BENNETT a Notary Public in and for the City and State aforesaid, do certify that Karen R. Wilds, President of Choice Neighborhood II Development Corporation, Manager of Choice Neighborhood II, LLC, personally, known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Company known as Carrier Point II LLC, on behalf of which said company she has executed the foregoing instrument, all for the uses and purposes set forth therein.

Given under my hand and seal this 26 day of November, 2019

My commission expires: 10/31/2020

Registration Number 7688853







## Exhibit A

<b>Address</b>	<b>Parcel Number</b>	<b>Owner</b>
2714 Jefferson Avenue	306030309	Newport News Redevelopment and Housing Authority
2706 Jefferson Avenue	306030357	Newport News Redevelopment and Housing Authority
2700 Jefferson Avenue	306030358	Newport News Redevelopment and Housing Authority
606 28th Street	306030310	Newport News Redevelopment and Housing Authority
605 27th Street	306030356	Newport News Redevelopment and Housing Authority
607 27th Street	306030355	Newport News Redevelopment and Housing Authority
613 27th Street	306030354	Newport News Redevelopment and Housing Authority
614 28th Street	306030312	Newport News Redevelopment and Housing Authority
616 A 28th Street	306030313	Newport News Redevelopment and Housing Authority

\*Please note that the city tax assessor's website only lists the corner parcel at 2714 Jefferson Avenue. We have attached the printout indicating a total lot size of 0.797 acres, indicating that all nine parcels above have been consolidated into one. We have also included the GIS map identifying all nine parcels.



Home Property Search  
Address Parcel ID

- [Profile](#)
- [Values](#)
- [Sales](#)
- [Residential](#)
- [Commercial](#)
- [Tax Map](#)
- [GIS Map Viewer](#)
- [Taxes Due Detail](#)
- [Assessment History](#)

PARID: 306030309

2714 JEFFERSON AVE

1 of 1

[Return to Search Results](#)

**Owner**

Name N N R & H A,

**Parcel**

Property Location 2714 JEFFERSON AVE  
 Parcel ID 306030309  
 Tax Status City Owned  
 Neighborhood C100T105 - WARD 2 - BUILT 1900-1929  
 Land Area (acreage) .797  
 Land Use and Zoning Details [Click here for additional details.](#)  
[Click here](#) for City of Newport News Assessor's Web Page

**Legal Description**

Parcel/Lot: LOT 31A  
 Block: 121  
 Subdivision: WARD 2  
 Section:  
 Lot Dimensions: VAR

**Actions**

- [Printable Summary](#)
- [Printable Version](#)

PARID: 306030309

2714 JEFFERSON AVE

**Assessment History**

---

Assessment Date	Total Tax	Tax Rate	Land	Improvements	Total Assessment
07/01/2019	\$ .00	\$1.22	312,600	0	312,600
07/01/2018	\$ .00	\$1.22	73,200	0	73,200
07/01/2017	\$ .00	\$1.22	73,200	0	73,200
07/01/2016	\$ .00	\$1.22	73,200	0	73,200
07/01/2015	\$ .00	\$1.22	73,200	0	73,200
07/01/2014	\$ .00	\$1.22	50,100	0	50,100
07/01/2013	\$ .00	\$1.22	50,100	10,200	60,300
07/01/2012	\$ .00	\$1.10	50,100	10,200	60,300
07/01/2011	\$ .00	\$1.10	50,100	10,200	60,300
07/01/2010	\$663.30	\$1.10	50,100	10,200	60,300



**Legend**

- |  |  |   |   |
|--|--|---|---|
| <ul style="list-style-type: none"> <li> Interstate (cont)</li> <li> Other</li> <li> Primary Roads</li> <li> Toll Roads</li> <li> Regional Major Roads</li> </ul> | <ul style="list-style-type: none"> <li> Fire Stations</li> <li> Libraries</li> <li> Museums</li> <li> Right of Way</li> <li> Parcels</li> <li> Road Centerlines</li> </ul> | <ul style="list-style-type: none"> <li> Primary Roads</li> <li> Vehicular Roads</li> <li> Ramp/Service Roads</li> <li> Other</li> <li> Residential Roads</li> <li> Railroads</li> <li> Streams</li> </ul> | <ul style="list-style-type: none"> <li> Water Bodies</li> <li> Airport Runways</li> <li> Parks</li> <li> Aerial Photo (2016)</li> </ul> |
|--|--|---|---|

**Carrier Point 2**

City of Newport News



Any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination.

F

Architect's Certification  
and 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

X 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.

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

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

Signed:

[Handwritten signature]

Date: 11/26/19

Printed Name: Adam Blackburn

RESNET Rater

Resnet Provider Agency
Performance Systems Development

Signature

[Handwritten signature]

Provider Contact and Phone/Email

Emelle Cuppernell Glitch/ocuppernell@psdconsulting.com

# Certificate of Completion

## Joseph Healy

Has Successfully Completed a Course in Universal Design  
on January 25, 2018

Virginia Housing Development Authority



*Josh Holloway*

Josh Holloway, AIA, LEED AP BD+C, PHUS CPHC®  
Design and Construction Officer

*Pamela Freeth*

Pamela Freeth  
Tax Credit Allocation Coordinator

Universal Design Certification expires December 31, 2023



# Architect's Certification

Name of Development: Carrier Point II

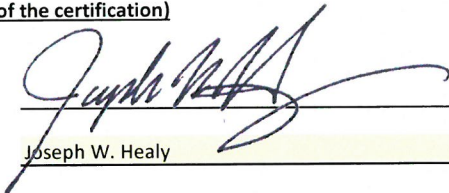
Address of Development: 2700 Jefferson Avenue Newport News, VA 23607

Name of Owner: Newport News Redevelopment and Housing Authority

The architect signing this document is certifying that all unit and site amenities indicated in this certification are incorporated into the development plans and specifications, and that all products necessary to fulfill these representations are available for these purposes. The architect signing this document also certifies their understanding that both the excel application and the information in the architect certification must be the same and discrepancies between the excel application and architect's certification can result in penalties or even disqualification.

The individual who certifies this information must initial the pages where indicated, provide the personal information requested and sign on the last page. This certification should not be mailed separately to VHDA but returned to the developer for inclusion in the tax credit application.

**(Acknowledge and include this instruction sheet as part of the certification)**

Acknowledged: 

Printed Name: Joseph W. Healy

All developments seeking Virginia Low Income Housing Tax Credits are required to meet one of the following as certified by a RESNET Rater:

New Construction - EnergyStar Certification  
The development's design meets the criteria for the EnergyStar certification.

Rehabilitation -30% performance increase over existing, based on HERS Index   
Or Must evidence a HERS Index of 80 or better

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

Plans and Specifications: Required documentation for all properties (new construction, rehabilitation and adaptive reuse)

- 1 A location map with property(ies) clearly defined.
- 2 A site plan showing overall dimensions of main 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. For combination 4% and 9% properties, site plan must show all elements of both properties labeled so that the elements are distinguishable as to 4% and 9%.
- 3 Sketch plans of main 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);

A Unit by Unit write up is required for all Rehabilitation properties



**This certification includes two (2) separate calculations of square footage:**

1. **Average Gross Unit Square Feet:** Measurements Include A Prorata Share of Heated Residential Common Area
2. **Net Rentable Square Feet:** Measurements *Do Not* Include A Prorata Share of Any Common Area and Reflect All Floor Plans of Each Unit Type (1-BR, 2-BR, etc.) measured from the interior face of the unit perimeter walls

**1. Average Gross Unit Square Feet:**

(These measurements impact the scoring of tax credit applications)

For purposes of determining the total residential heated square feet (D), the building(s) were measured from the outside face of exterior walls and the centerline of any party walls. All unheated spaces (B) and nonresidential, (income producing commercial spaces) (C) were subtracted from this measurement. Community rooms, laundry rooms, property management offices and apartments, heated maintenance facilities, and other common space designed to serve residential tenants were not deducted. Based on this procedure, I certify the following calculations in determining the usable heated square feet for the above referenced development:

49,185.00	(A) Total gross floor area in (sq. ft.) for the entire development
0.00	- (B) Unheated floor area (breezeways, balconies, storage)
1,568.00	- (C) Nonresidential, (commercial income producing) area
47,617.00	= (D) Total residential heated area (sq. ft.) for the development

**INSTRUCTIONS FOR AVERAGE UNIT SQUARE FEET CALCULATIONS:**

Provide the average unit size for each bedroom type, (1 bedroom elderly, 2 bedroom garden, 3 bedroom townhouse, etc.) by adding the total square feet of all the same bedroom types (2 bedroom garden with 1 bath and 2 bedroom garden with 2 baths) and adding the prorated share of heated common residential space and divide by the total number of the same bedroom types (2 bedroom garden). Do not alter any items below.

Unit Types	Average Unit Sq. Ft.*	x	Number of Units/Type	=	Total Square Feet
Supportive Housing	0.00		0		0.00
1 Story/EFF-Elderly	0.00		0		0.00
1 Story/1 BR-Elderly	0.00		0		0.00
1 Story/2 BR-Elderly	0.00		0		0.00
Efficiency Elderly	0.00		0		0.00
1 Bedroom Elderly	0.00		0		0.00
2 Bedrooms Elderly	0.00		0		0.00
Efficiency Garden	0.00		0		0.00
1 Bedroom Garden	0.00		14		14,785.00
2 Bedrooms Garden	0.00		21		27,830.00
3 Bedrooms Garden	0.00		3		5,002.00
4 Bedrooms Garden	0.00		0		0.00
2+ Story 2 BR Townhouse	0.00		0		0.00
2+ Story 3 BR Townhouse	0.00		0		0.00
2+ Story 4 BR Townhouse	0.00		0		0.00
Total			38	Total	47,617.00 ***

\* Including pro rata share of heated, residential common area. This information should match Structure tab of the excel application



**2. Net Rentable Square Feet \***

For purposes of calculating Net Rentable Square Feet, the units were measured from the face of each unit perimeter wall. The values below therefore indicate the actual square footage of each unit floor plan. (For example, there may be 2 distinct 1-bedroom floor plans, 3 distinct 2-bedroom floor plans, etc. The purpose of this section of the Architect Certification is to document and certify the floor space attributable to residential rental units in the development.)

Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space**

100.00%

	Unit Type	Floor Plan Square Feet	Number of Units This Floor Plan	Total
Mix 1	1 BR - 1 Bath	718	8	5744
Mix 2	1 BR - 1 Bath	849	3	2547
Mix 3	1 BR - 1 Bath	748	3	2244
Mix 4	2 BR - 1.5 Bath	1014	18	18252
Mix 5	2 BR - 2 Bath	1028	3	3084
Mix 6	3 BR - 2 Bath	1348	2	2696
Mix 7	3 BR - 2 Bath	1395	1	1395
Mix 8				0
Mix 9				0
Mix 10				0
Mix 11				0
Mix 12				0
Mix 13				0
Mix 14				0
Mix 15				0
Mix 16				0
Mix 17				0
Mix 18				0
Mix 19				0
Mix 20				0
Mix 21				0
Mix 22				0
Mix 23				0
Mix 24				0
Mix 25				0
Mix 26				0
Mix 27				0
Mix 28				0
Mix 29				0
Mix 30				0
Mix 31				0
Mix 32				0
Mix 33				0
Mix 34				0
Mix 35				0
Mix 36				0
Mix 37				0
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
<b>Totals</b>			<b>38</b>	<b>35962</b>

\*This information should match Unit Details page of the excel application

DEV Name: Carrier Point II

**Development Amenities:**

I certify that the development's plans and specifications and proposed budget incorporate all items from VHDA's most current Minimum Design and Construction Requirements and the Unit by Unit write up. In the event the plans and specifications do not include VHDA Minimum Design and Construction Requirements and any immediate needs and recommendations from the Physical Needs Assessment, 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).

The Minimum Design & Construction Requirements may be found on VHDA's website at.....

[www.VHDA.com](http://www.VHDA.com)

For any development upon completion of construction/rehabilitation: (non-mandatory amenities)  
(Enter TRUE in each box where appropriate)

- FALSE a. The development will have a community/meeting room with a minimum of 749 square feet.
- 40% b.i,ii Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls (excluding triangular gable end area, doors, windows, kneewalls, columns, retaining walls, stairwells and any features that are not a part of the façade) Community buildings are to be included in percentage calculations.
- TRUE c. Water expense will be sub-metered (tenant will pay monthly or bi-monthly bill)
- TRUE d. Each bathroom consists only of Water Sense labeled toilets, faucets and showerheads
- TRUE e. Provide necessary infrastructure in all units for high-speed internet/broadband service.
- TRUE f. Free Wi-Fi access will be provided for community room for resident only usage.
- FALSE g. Each Unit is provided free individual high-speed Internet access  
OR  
 FALSE h. Each Unit is provided free individual Wi-Fi access
- TRUE i.,j. Bath fan wired to primary light with delayed timer, or, continuous exhaust by ERV/DOAS OR   
Bath Fan with humidistat
- FALSE k. Fire Prevention - all Ranges equipped with temperature limiting controls  
OR  
 TRUE l. Fire Suppression - Cooking surfaces are equipped with fire suppression features
- FALSE m. Rehab only- Each apartment has dedicated space, drain and electrical hookups to accept a permanently installed dehumidification system OR  
 TRUE n. All development types- Each Unit is equipped with a permanent dehumidification system
- TRUE o. All interior doors within units are solid core
- TRUE p. At minimum one USB charging port in each Kitchen, Living room and all bedrooms
- TRUE q. All Kitchen light fixtures are LED and meet MDCR lighting guidelines
- FALSE r. Shelf or ledge outside each primary apartment entry door located in an interior hallway
- FALSE s. New Construction only- Each unit to have balcony or patios minimum depth 5' clear from face of building. Minimum 30 square feet.

DEV Name: Carrier Point II



Architect's Certification

For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:  
(optional point items)

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

For all rehabilitation and adaptive reuse developments, upon completion of construction/rehabilitation:  
(optional point items)

- FALSE The structure is listed individually in the National Register of Historic Places or is located 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.**

**Building Structure:**

Number of Stories

- 4 **Low-Rise** (1-5 stories with any structural elements being wood frame construction)
- Mid-Rise** (5-7 stories with no structural elements being wood frame construction)
- High-Rise** (8 or more stories with no structural elements being wood frame construction)

**Accessibility:**

I certify that the development plans and specifications meet all requirements of the federal Americans with Disabilities Act and Fair Housing Act (if applicable).

I certify that the development plans and specifications meet all requirements of HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act. Complying units must be "permanently accessible," rather than to "adaptable" standards. Please reference Uniform Federal Accessibility Standards(UFAS) for more particular information.

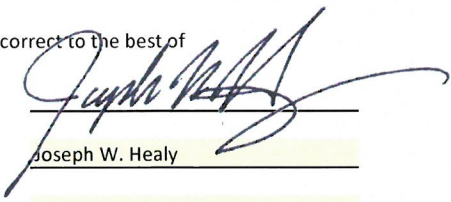
Check one or none of the following point categories, as appropriate:

- Any development in which (i) the greater of 5 units or 10% of the total # of units will be assisted by HUD project-based vouchers or another form of documented and binding federal, state or locality project-based rent subsidies in order to ensure occupancy by extremely low-income persons; and (ii) the greater of 5 or 10% of the units will conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act.  
(All of the units described in (ii) above must include roll-in showers (must contain permanent grab bars and fixed seats), roll under sinks, and front controls for ranges unless agreed to by the Authority prior to the applicant's submission of its application.)  
**60 pts.**
- Any development in which the greater of 5 units or 10% of the total # of units (i) have rents within HUD's Housing Choice Voucher payment standard; (ii) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act  
**30 pts.**
- Any development in which **five percent (5%)** of the total # of units (i) conform to HUD regulations interpreting accessibility requirements of Section 504 of the Rehabilitation Act  
**15 pts.**

For any accessibility option elected above, all common space must also conform to accessibility requirements of HUD Section 504 regulations.

DEV Name: Carrier Point II

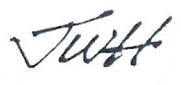
As architect of record for the above referenced development, the above certifications are correct to the best of my knowledge.

Signed:	
Printed Name:	Joseph W. Healy
Title:	Managing Principal
Virginia Registration #:	#401017401
Phone:	215-732-5215
Date:	11/21/2019

**NOTE TO ARCHITECT:** If representatians in plans and specifications and/or any information certified in this certification is misrepresented then the architect may be penalized. Any change in this form may result in disqualification or a reduction of points under the scoring system. If you have any questions, please call JD Bondurant at VHDA (804) 343-5725.

Return this certification to the developer for inclusion in the tax credit application package.

DEV Name: Carrier Point II





**Appendix F  
VHDA's Universal Design Certification**

**TRUE** Units in the development will meet VHDA's **Universal Design Guidelines**.  
Before issuance of IRS Form 8609, applicant will provide documentation to VHDA as evidence that such units meet VHDA's Universal Design guidelines.

The number of rental units that will meet these standards: 38

The total number of rental units in this development: 38

**NOTE:** For Elderly Developments, 100% of the units in the development must meet the Universal Design standards in order to qualify for points.

For Family Developments, points are awarded based on a percentage of the number of units meeting the Universal Design standards.

For the tax credit applicant to qualify for points associated with Universal Design, the architect of record must be on VHDA's list of Universal Design certified architects. VHDA Universal Design Certifications are only valid for 2019 applications if certification date is after January 1, 2014

All tax credit applications which include amenity points for providing VHDA Universally Designed dwelling units must include plans that clearly identify the following items in the format found on vhda.com or no points will be awarded:

- Overall building plans identifying the location of Universal Design dwelling units, and the means of vertical transportation (if applicable), along the accessible route (Minimum scale 1/8"=1'-0"). Include a legend and Universal Design General Notes section. Anything other than a fully handicap accessible elevator must have been presented to and approved by VHDA for this project at least two weeks prior to submission of reservation application.
- Site plan and building plans identifying accessible pedestrian routes from all Universal Design units to accessible parking, leasing office, community room, laundry facility, mailboxes, garbage collection areas and public transportation pick up areas. Architect must identify running slope and cross slope of route, and consider any obstructions. Include required number of accessible parking spaces, a legend for the accessible route, and a Universal Design general notes section.
- Enlarged Universal Design unit plans (Minimum scale 1/4"=1'-0") identifying clearances and all Essential Elements

Signed: 

Printed Name: Joseph W. Healy

Architect of Record  
(same individual as on page 7)

Date: 11/21/19



Appendix F
VHDA's Universal Design Certification

TRUE Units in the development will meet VHDA's Universal Design Guidelines.
Before issuance of IRS Form 8609, applicant will provide documentation to VHDA as evidence that such units meet VHDA's Universal Design guidelines.

The number of rental units that will meet these standards: 38

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All tax credit applications which include amenity points for providing VHDA Universally Designed dwelling units must include plans that clearly identify the following items in the format found on vhda.com or no points will be awarded:

- Overall building plans identifying the location of Universal Design dwelling units, and the means of vertical transportation (if applicable), along the accessible route (Minimum scale 1/8"=1'-0").
- Site plan and building plans identifying accessible pedestrian routes from all Universal Design units to accessible parking, leasing office, community room, laundry facility, mailboxes, garbage collection areas and public transportation pick up areas.
- Enlarged Universal Design unit plans (Minimum scale 1/4"=1'-0") identifying clearances and all Essential Elements

Signed:

Handwritten signature of Joseph W. Healy

Printed Name: Joseph W. Healy

Architect of Record
(same individual as on page 7)

Date: 11/21/19



G

Zoning Certification Letter  
(MANDATORY)





**DATE:** November 19, 2019

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

**RE:** ZONING CERTIFICATION

Name of Development: NNRHA Carrier Point 2

Name of Owner/Applicant: Newport News Redevelopment and Housing Authority

Name of Seller/Current Owner: Newport News Redevelopment and Housing Authority

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credits.

**DEVELOPMENT DESCRIPTION:**

Development Address:  
2700 Jefferson Avenue, Newport News, VA 23604

Legal Description:  
NNRHA CARRIER POINT 2 – Block 121 (2700 Jefferson Avenue)

BEGINNING AT A POINT ON THE PROPERTY OWNED BY NEWPORT NEWS REDEVELOPEMENT AND HOUSING AUTHORITY ON THE EAST SIDE OF JEFFERSON AVE SOUTH OF 28TH ST; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 39.27', WITH A RADIUS OF 25.00', WITH A CHORD BEARING OF N 17°22'03" E, WITH A CHORD LENGTH OF 35.36' TO A POINT ON THE SOUTH SIDE OF 28TH STREET; THENCE N 62°22'03" E A DISTANCE OF 175.00' TO A POINT; THENCE LEAVING 28TH STREET S 27°37'57" E A DISTANCE OF 100.00' TO A POINT; THENCE S 62°22'03" W A DISTANCE OF 50.00' TO A POINT; THENCE S 27°37'57" E A DISTANCE OF 100.00' TO A POINT AT THE NORTH SIDE OF 27TH ST; THENCE S 62°22'03" W A DISTANCE OF 125.00' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 39.27', WITH A RADIUS OF 25.00', WITH A CHORD BEARING OF N 72°37'57" W, WITH A CHORD LENGTH OF 35.36' TO A POINT ON THE SAID JEFFERSON AVENUE; THENCE N 27°37'57" W A DISTANCE OF 150.00' WHICH IS THE ORIGINAL POINT OF BEGINNING AND HAVING AN AREA OF 34,732 SQUARE FEET, 0.797 ACRES, AND PER THE CITY OF NEWPORT NEWS GIS, INCLUDES 9 TAX PARCELS.

The basis of bearing being Virginia State Plane Coordinates, South Zone (NAD83) (HARN93)



Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	38 # Units	1 # Buildings	49,185 Total Gross Floor Area S.F.
<input type="checkbox"/> Adaptive Reuse:	# Units	# Buildings	Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	# Units	# Buildings	Total Floor Area Sq. Ft.



**Zoning Certification, cont'd**

Zoning: Lower Jefferson Avenue Urban Corridor Overlay District (Mixed-Use – Commercial / Residential): The purpose of planned developments is to encourage the efficient use of land and resources, to promote greater efficiency in public and utility services, and to encourage innovation in the planning, design and building of all types of development in the city.

---

**Other Descriptive Information:**

The development standards including the yard and setback requirements, the height limitations, parking requirements and the open space areas shall be established as a function of the approval of the application to establish the Lower Jefferson Avenue Urban Corridor Overlay District and the accompanying development plan.

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

- The zoning for the proposed development described above is proper for the proposed Mixed-Use – Commercial / 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

B. Scott Chewning  
Printed Name

Associate / Project Manager  
Title of Local Official or Civil Engineer

757-819-9735  
Phone:

11/19/2019  
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.

H

Attorney's Opinion  
(MANDATORY)

**Jones, Blechman, Woltz & Kelly, P.C.**  
**Attorneys and Counselors at Law**

JOHN T. TOMPKINS, III  
CONWAY H. SHEILD, III  
HERBERT V. KELLY, JR.  
ALLEN C. TANNER, JR.  
RICHARD B. DONALDSON, JR.  
ROBYN HYLTON HANSEN  
RAYMOND H. SUTTLE, JR.  
MATTHEW D. MEADOWS  
C. PATRICK TENCH

REBECCA SHWAYDER AMAN  
JENNIFER L. MUSE  
JESSICA R. PETERS \*Admitted in VA and SC

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Direct Dial No. (757) 873-8006  
E-Mail Address: raysuttle@jwbk.com

ALLAN D. JONES, 1875-1954  
DANIEL SCHLOSSER, 1915-1977  
F.O. BLECHMAN, 1905-1986  
ARTHUR W. WOLTZ, 1905-1993  
THOMAS N. DOWNING, 1919-2001  
SVEIN J. LASSEN, 1947-2006  
HERBERT V. KELLY, 1920-2007  
B.M. MILLNER, 1929-2011

*Of Counsel*  
RALPH M. GOLDSTEIN

*Retired*  
RAYMOND H SUTTLE

December 16, 2019

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

RE: 2019 Tax Credit Reservation Request

Name of Development: Carrier Point II  
Name of Owner: Choice Neighborhood II, LLC/Newport News Redevelopment  
& Housing Authority

Gentlemen:

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 November 29, 2019 (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 Parts VIII and IX 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 in Part VIII of the Application form and (b) of the Estimated Qualified Basis of each building in the Development in Part IX of the Application form comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

# Jones, Blechman, Woltz & Kelly, P.C.

Page 2

ATTORNEY'S OPINION LETTER, continued

3. The information set forth in Subpart VII-C of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
4. The site of the captioned Development is controlled by the Owner, as identified in Subpart II-A of the Application, or one of its members, Newport News Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("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.

Very truly yours,

JONES, BLECHMAN, WOLTZ & KELLY, P.C.



Raymond H. Suttle, Jr.

RHSjr/jrl

630225



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## Attorney's Opinion Letter

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(This Form **Must** Be Included With Application - TAB H)

(This Opinion **Must** Be Submitted Under Law Firm's Letterhead - Any changes to the form of opinion other than filing in blanks or making the appropriate selections in bracketed language must be accompanied by a black-lined version indicating all additional changes to the opinion. Altered opinions will still be subject to acceptance by the Authority)

December 16, 2019

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

RE: 2019 Tax Credit Reservation Request

Name of Development:	Carrier Point II
Name of Owner:	Choice Neighborhood II, LLC

Gentlemen:

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 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

ATTORNEY'S OPINION LETTER, continued

3. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, or one of its members, Newport News Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia.
5. ~~\_\_\_\_\_ [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.~~
6. ~~5. \_\_\_\_\_ [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.~~
7. ~~\_\_\_\_\_ [Delete if inapplicable] It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~
8. ~~\_\_\_\_\_ [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.~~

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("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.

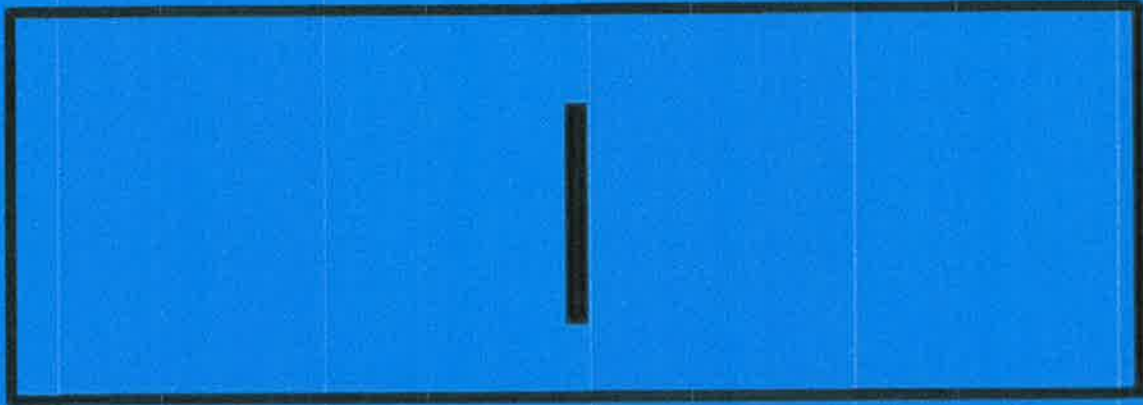
This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

\_\_\_\_\_  
Firm Name

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

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





# Nonprofit Questionnaire

(MANDATORY for points or pool)

**NOT APPLICABLE**

**THE APPLICANT IS NOT REQUESTING  
PARTICIPATION IN THE NONPROFIT TAX  
CREDIT POOL**

J

# Relocation Plan

(MANDATORY, if tenants are displaced)

**NOT APPLICABLE**

**THERE ARE NOT ANY EXISTING RESIDENTS AT THE  
SITE TO RELOCATE**

K

Documentation of  
Development Location:

K.1

Revitalization Area  
Certification



Karen R. Wilds  
Executive Director

BOARD OF  
COMMISSIONERS

M. Lou Call  
Chairman  
Gary B. Hunter  
Vice Chairman

Mark Hager  
Josephine W. Clark  
Kenneth D. Penrose, Jr.  
Lisa Wallace-Davis  
William C. Black

November 22, 2019

Mr. J.D. Bondurant  
Director, Low Income Housing Tax Credit Program  
Virginia Housing Development Authority  
601 S Belvidere St  
Richmond, VA 23220

RE: Low-Income Housing Tax Credit Application – Carrier Point II, Newport News, VA

Dear Mr. Bondurant:

The Newport News Redevelopment and Housing Authority (NNRHA) is the current owner of certain real property located in Newport News, Virginia. The Choice Neighborhood II, LLC currently has an option to lease the site for the construction and development of the above-referenced project.

This development is located in a HUD qualified census tract, in a Title 36 redevelopment area, and also in the Marshall-Ridley Choice Neighborhood Initiative area in the City of Newport News, Virginia.

A City Council resolution and map supporting the Title 36 designation are attached. The CNI revitalization plan was adopted (resolution attached) on June 12, 2018 by the Newport News City Council. An exhibit reflecting the CNI revitalization area is also attached and the location of the Carrier Point II development is shown thereon.

This letter is being provided to the Virginia Housing Development Authority in support of our related request for a set-aside of low-income housing tax credits (LIHTC) which is an essential component for the development of this Project.

If you have any other questions on this matter, please feel free to contact me.

Sincerely,

Karen R. Wilds  
Executive Director





## 2019 and 2020 Small DDAs and QCTs

2714 Jefferson Avenue Newport News, VA

Select a State  Select a County

Map Options : [Clear](#) | [Reset](#) | [Full Screen](#)

- QCT Legend:**  Tract Outline  LIHTC Project  2019 Qualified Census Tracts
- SADDA Legend:**  FMR Boundary  SADDA Boundary  2019 Small DDA

[Bigg the overview](#)

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018

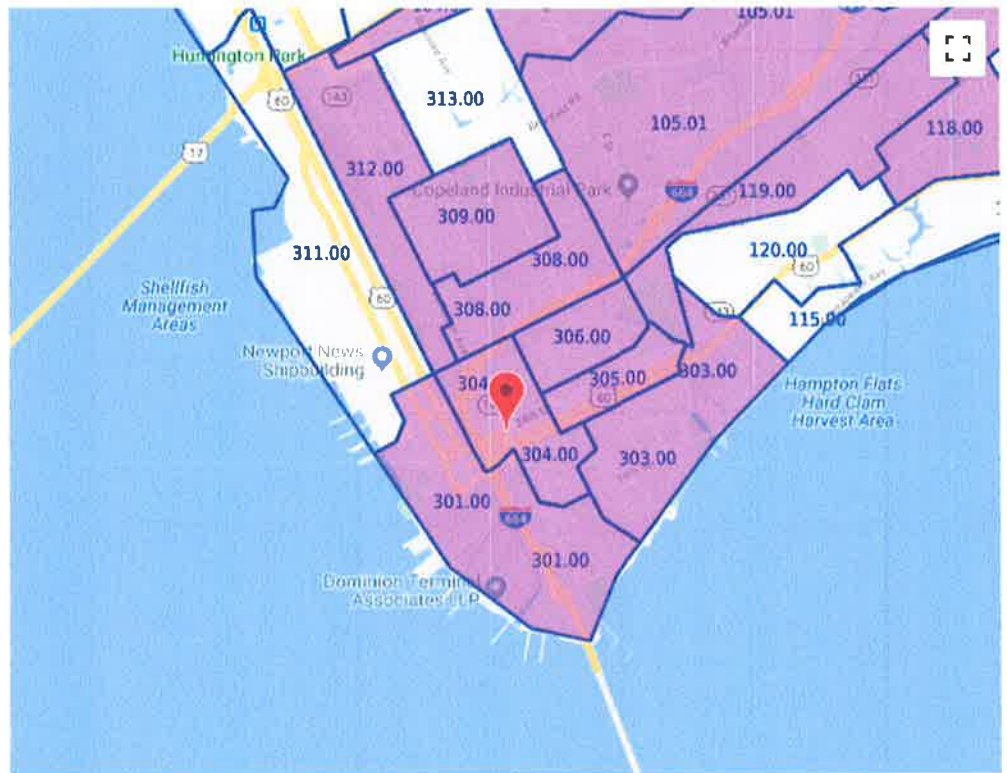
### Map Options

- 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

- 2020
- 2019



[Report a map error](#)

1

1.1K

### About PD&R

- Delegations of Authority and Order of Succession
- Events
- HUD at 50

### Initiatives

- Aging Research and Resources
- Regulatory Barriers Clearinghouse
- Sustainable Construction in Indian Country

### Research

- Case Studies
- Data Sets
- Periodicals



RESOLUTION NO. 8947-97

A RESOLUTION OF THE COUNCIL OF THE CITY OF NEWPORT NEWS, VIRGINIA, APPROVING THE SOUTHEAST COMMUNITY CORRIDOR REDEVELOPMENT PLAN AS AMENDED.

WHEREAS, in December 1994, the Council of the City of Newport News, Virginia (the Council) approved the Southeast Community Corridor Redevelopment Plan (the Plan); and

WHEREAS, the Plan was prepared and adopted as a redevelopment plan pursuant to Title 36 of the Code of Virginia, 1950, as amended; and

WHEREAS, Title 36 plans are prepared and implemented by housing authorities, but must be approved by local governing bodies; and

WHEREAS, the Newport News Redevelopment and Housing Authority has approved an amendment to the 1994 Plan and has requested that the Council review and approve the Plan as amended; and

WHEREAS, the amendment to the Plan primarily expands the boundaries of the area covered by the Plan, and the Council is of the opinion that it is in the public interest and welfare that the Plan, as amended, be approved and implemented;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newport News, Virginia, that it desires to, and hereby does, approve the Southeast Community Corridor Redevelopment Plan submitted to the Council on December 9, 1997, which Plan incorporates amendments made to the 1994 version of the Plan and constitute the first amendment of that Plan.

Resolution No. 8947-97

Page -2-

Sponsor:

*Charles C. Allen*

PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS DECEMBER 9, 1997

Countersigned:

*John H. ...*

Attest:

*Bernice Y. Berry*

Bernice Y. Berry, MC/AAE  
City Clerk

Roll Call Vote Resulted as Follows:

Ayes: McCots, Fitzgerald, Frank, Joseph, Martin, Witt, Allen  
Nays: None



RESOLUTION NO. 13137-18

A RESOLUTION OF THE NEWPORT NEWS CITY COUNCIL RECOMMENDING ADOPTION OF THE MARSHALL-RIDLEY CHOICE NEIGHBORHOOD TRANSFORMATION PLAN.

WHEREAS, the Newport News City Council has before it this day the Transformation Plan for the Marshall-Ridley Choice Neighborhood (MRCN). With the award of a Choice Neighborhoods Initiative (CNI) Planning Grant funded by the U.S. Department of Housing and Urban Development (HUD) on June 28, 2016, co-applicants of the grant, the City of Newport News and the Newport News Redevelopment & Housing Authority (NNRHA), led an 18 month community-driven planning process resulting in the Marshall-Ridley Choice Neighborhood Transformation Plan; and

WHEREAS, the planning process included the formation of several committees and task forces to address specific components of the Transformation Plan including the Steering Committee, Citizen Advisory Committee, Neighborhood Task Force, Housing Task Force, People Task Force, and Early Action Activities Subcommittee; and

WHEREAS, from the time the planning process began, a variety of special events, workshops, task force meetings, and other activities gave residents of all ages the opportunity to be involved and shape the Plan; and

WHEREAS, the MRCN Transformation Plan was completed in May of 2018; and

WHEREAS, the Transformation Plan contains three individual components: Neighborhood, Housing, and People Plans, the lines within and between the components are intentionally blurred as the goals and strategies are designed to complement one another and work together to maximize the overall neighborhood revitalization effort; and

WHEREAS, the Transformation Plan contains inter-related recommendations to include connecting MRCN residents with excellent businesses, services, schools, and safe streets; providing diverse, accessible mixed-income housing options; and improving access to the knowledge, resources, and amenities that allow residents to be active, healthy, and self-sufficient; and

WHEREAS, on May 2, 2018, the Newport News Planning Commission voted unanimously to recommend that the City Council approve and adopt the Marshall-Ridley Choice Neighborhood Transformation Plan; and

WHEREAS, the CNI Steering Committee, comprised of representatives of the City of Newport News, NNRHA, partner organizations, and MRCN residents, endorsed the Marshall-Ridley Choice Neighborhood Transformation Plan as reported on May 3, 2018.

**NOW, THEREFORE BE IT RESOLVED, that the City Council for the City of Newport News, Virginia, hereby approves and adopts the Marshall-Ridley Choice Neighborhood Transformation Plan.**

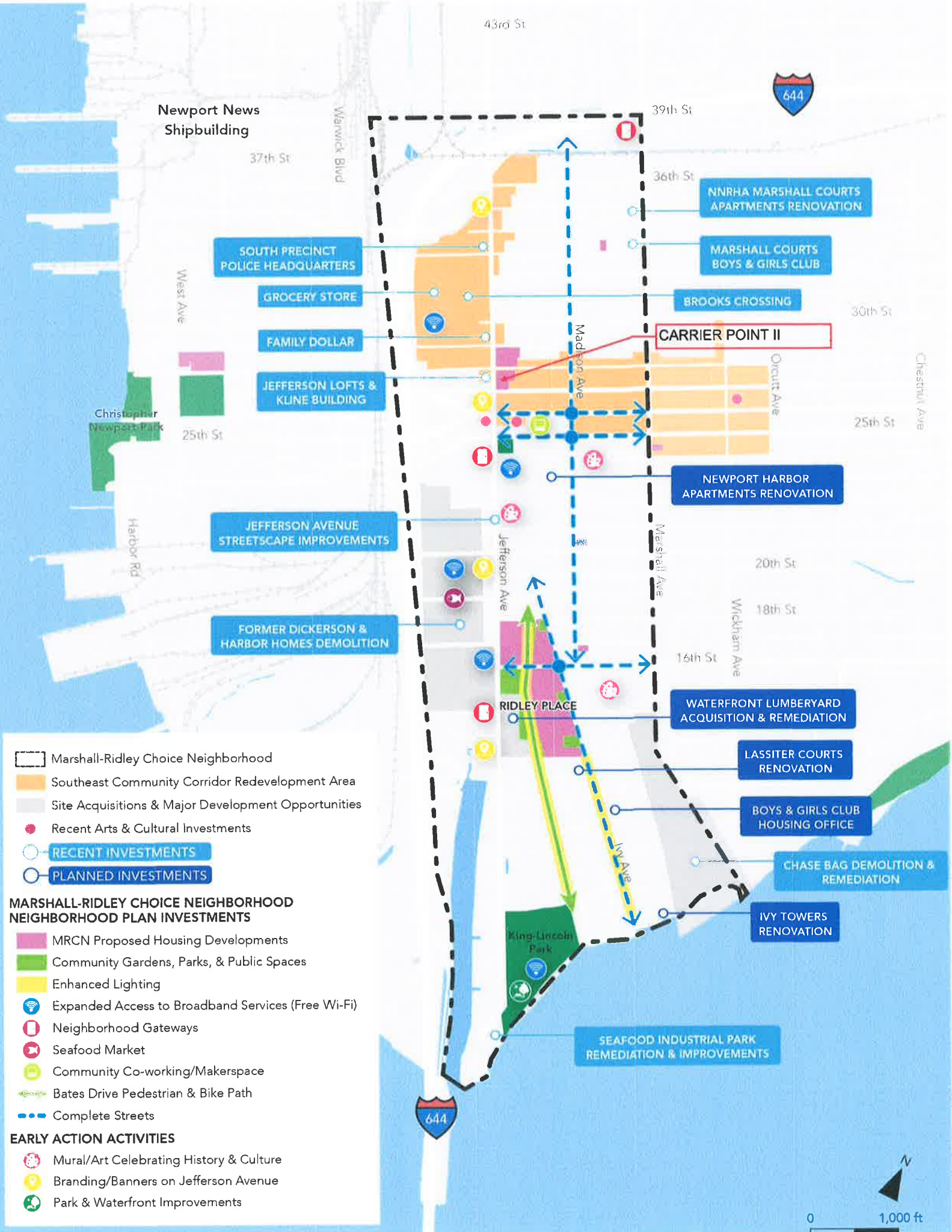
**PASSED BY THE COUNCIL OF THE CITY OF NEWPORT NEWS ON JUNE 12, 2018**

**Mabel Washington Jenkins, MMC  
City Clerk**

**McKinley L. Price, DDS  
Mayor**

**A true copy, teste:**

**City Clerk**



Newport News Shipbuilding

SOUTH PRECINCT POLICE HEADQUARTERS

GROCERY STORE

FAMILY DOLLAR

JEFFERSON LOFTS & KLINE BUILDING

JEFFERSON AVENUE STREETScape IMPROVEMENTS

FORMER DICKERSON & HARBOR HOMES DEMOLITION

43rd St

39th St

37th St

36th St

NNRHA MARSHALL COURTS APARTMENTS RENOVATION

MARSHALL COURTS BOYS & GIRLS CLUB

BROOKS CROSSING

30th St

CARRIER POINT II

25th St

NEWPORT HARBOR APARTMENTS RENOVATION

20th St

18th St

16th St

WATERFRONT LUMBERYARD ACQUISITION & REMEDIATION

LASSITER COURTS RENOVATION

BOYS & GIRLS CLUB HOUSING OFFICE

CHASE BAG DEMOLITION & REMEDIATION

IVY TOWERS RENOVATION

RIDLEY PLACE

Wichham Ave

Ivy Ave

King-Lincoln Park

SEAFOOD INDUSTRIAL PARK REMEDIATION & IMPROVEMENTS

- Marshall-Ridley Choice Neighborhood
- Southeast Community Corridor Redevelopment Area
- Site Acquisitions & Major Development Opportunities
- Recent Arts & Cultural Investments
- RECENT INVESTMENTS
- PLANNED INVESTMENTS

**MARSHALL-RIDLEY CHOICE NEIGHBORHOOD NEIGHBORHOOD PLAN INVESTMENTS**

- MRCN Proposed Housing Developments
- Community Gardens, Parks, & Public Spaces
- Enhanced Lighting
- Expanded Access to Broadband Services (Free Wi-Fi)
- Neighborhood Gateways
- Seafood Market
- Community Co-working/Makerspace
- Bates Drive Pedestrian & Bike Path
- Complete Streets

**EARLY ACTION ACTIVITIES**

- Mural/Art Celebrating History & Culture
- Branding/Banners on Jefferson Avenue
- Park & Waterfront Improvements

0 1,000 ft





## Land Use and Zoning Details » Parcel #306030309

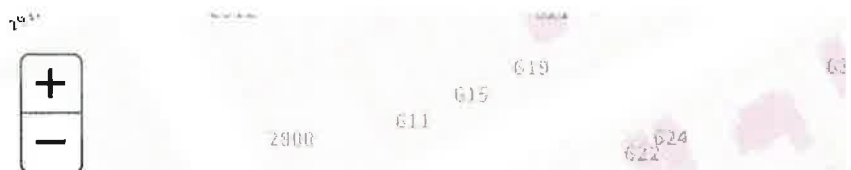
### Planning Information

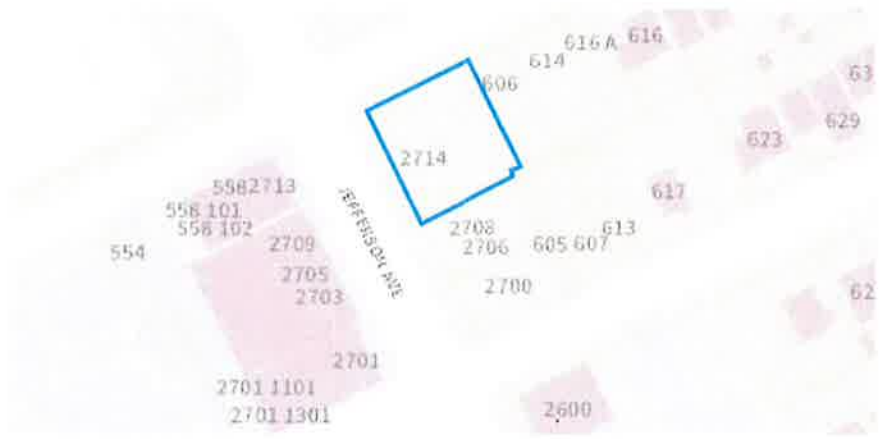
<b>Zoning District(s)</b>	C1
<b>Overlay District(s)</b>	Choice Neighborhood, Lower Jefferson Avenue Urban Corridor Overlay, Neighborhood Conservation District
<b>Existing Land Use</b>	SPECIALTY SHOP
<b>Conditional Land Use</b>	
<b>Chesapeake Bay Preservation Area(s)</b>	
<b>FEMA Flood Zone</b>	X (Effective 12/9/2014)
<b>NSA</b>	01 - Lower Downtown
<b>Census Tract</b>	304
<b>Census Block</b>	Block 1025

### Land Use Cases

Type	Case #
------	--------

### Map

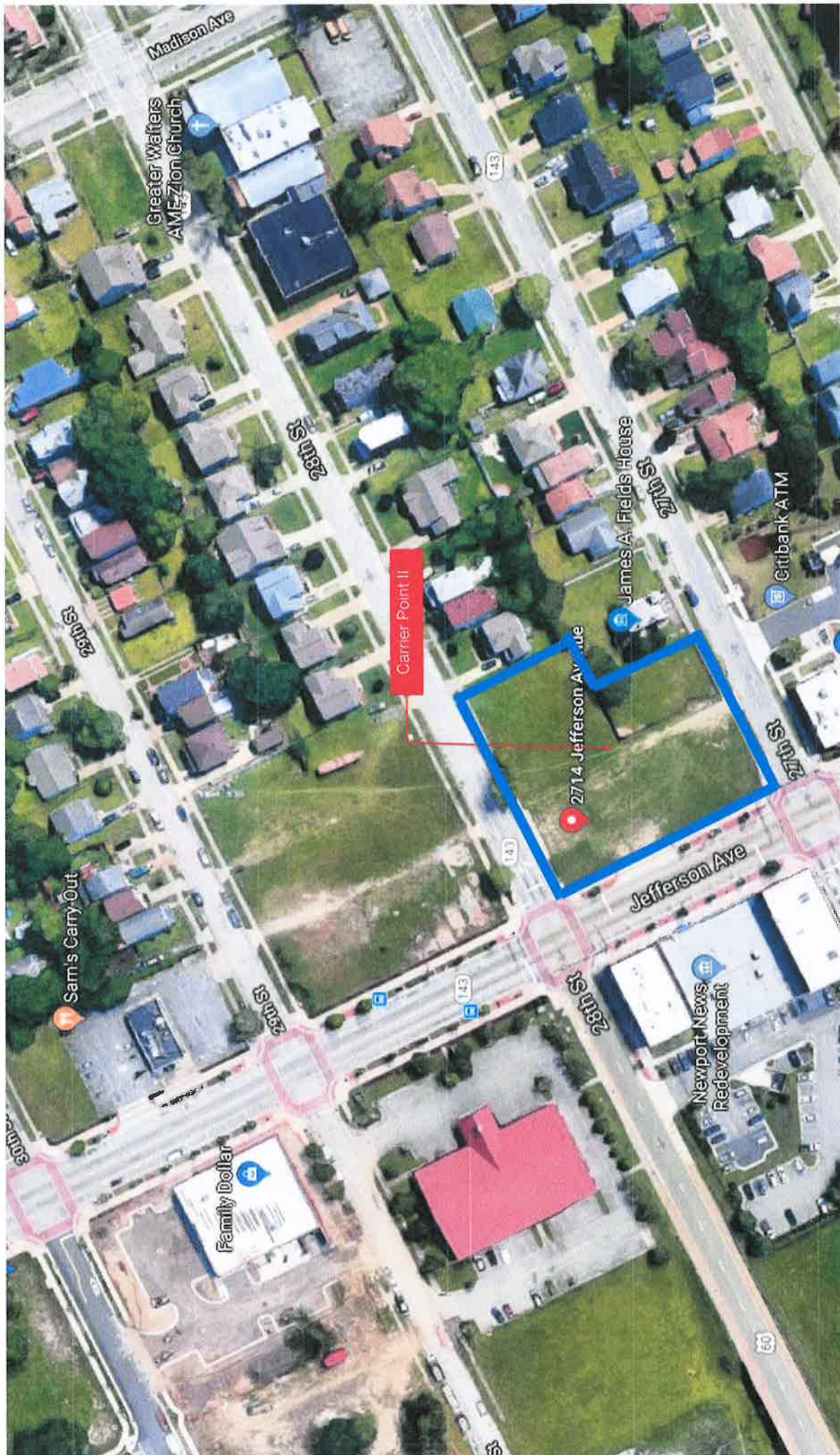






K.2

Location Map



Madison Ave

Greater Waters  
AME Zion Church

29th St

29th St

Sam's Carry Out

27th St

Carrier Point II

2714 Jefferson Avenue

James A. Fields House

Citibank ATM

27th St

Jefferson Ave

Family Dollar

Newport News  
Redevelopment

26th St

60

143

143

143

K.3

Surveyor's Certification of  
Proximity to Public  
Transportation



## Surveyor's Certification of Proximity to Transportation

DATE:

November 19, 2019

TO: Virginia Housing Development Authority 601 South Belvidere Street  
Richmond, VA 23220-6500

RE: 2019 Tax Credit Reservation Request  
Name of Development: Carrier Point 2  
Name of Owner: Choice Neighborhood II LLC

Gentlemen:

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

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

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; or
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Burns & McDonnell  
Firm Name

By: Scott Chewning, PE, LEED AP

A handwritten signature in black ink, appearing to read "Scott Chewning", written over a horizontal line.

Its: Senior Project Manager  
Title



M

Locality CEO Response  
Letter

**NOT APPLICABLE**  
**NO COMMENTS RECEIVED**



L

PHA/Section 8 Notification  
Letter



## PHA or Section 8 Notification Letter

Development Name: Carrier Point II

Tracking #: 2019-TEB-145

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

### General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
5. 'Proposed Rents' should correspond with VII.C of the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

**NOTE:** Any change to this form letter may result in a reduction of points under the scoring system.



# PHA or Section 8 Notification Letter

**DATE:** November 18, 2019

**TO:** Newport News Redevelopment and Hc  
227 27th St. PO Box 797  
Newport News, VA 23607

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Carrier Point II  
Name of Owner: Choice Neighborhood II, LLC

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

The following is a brief description of the proposed development:

Development Address:  
2700 Jefferson Avenue, Newport News, VA 23607

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>38</u>	# units	<u>1</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	_____	# units	_____	# Bldgs
<input type="checkbox"/> Rehabilitation:	_____	# units	_____	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>442-1,007</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>521-1,195</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>1,125-1,470</u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____	/ month

Other Descriptive Information:

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---

---

## PHA or Section 8 Notification Letter

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---

---

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (757) 928-2662.

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

Sincerely yours,

Karen R. Wilds, President

Name

Choice Neighborhood II, LLC

Title

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

Seen and Acknowledged By: Carl Williamson

Printed Name: Carl Williamson

Title: Director of Housing

Phone: 757-928-2658

Date: 11-25-19

N

Homeownership Plan

**NOT APPLICABLE**

**THE DEVELOPMENT DOES NOT INVOLVE  
HOMEOWNERSHIP**



Plan of Development  
Certification Letter

**NOT APPLICABLE**

**THE DEVELOPMENT DOES NOT HAVE SITE  
PLAN/DEVELOPMENT PLAN APPROVAL AND IS  
NOT CLAIMING POINTS FOR THIS**

P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership agreements

## VHDA Experienced LIHTC Developers

### Notes:

Updated: 3/11/2019

I Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)

I Listed If documentation supported at least 6 LIHTC developments

I Listed If a principal who has developed at least 3 LIHTC deals and has at least \$500,000 in liquid assets

See LIHTC Manual for instructions on being added to this list

### INDIVIDUALS

1 Alexander, Randall P.	28 Franklin, Wendell C.	55 Nelson, IV, John M.
2 Arista, Roberto	29 Friedman, Mitchell M.	56 Orth, Kevin
3 Barnhart, Richard K.	30 Gardner, Mark E.	57 Page, David
4 Baron, Richard	31 Gunderman, Timothy L.	58 Parent, Brian
5 Bennett, Vincent R.	32 Haskins, Robert G.	59 Park, Richard A.
6 Burns, Laura P.	33 Heatwole, F. Andrew	60 Park, William N.
7 Chapman, Tim	34 Honeycutt, Thomas W.	61 Pasquesi, R.J.
8 Cohen, Howard Earl	35 Hunt, Michael C.	62 Pedigo, Gerald K.
9 Connelly, T. Kevin	36 Iglesias, Adrian	63 Poulin, Brian M.
10 Connors, Cathy	37 Jester, M. David	64 Queener, Brad
11 Copeland, M. Scott	38 Johnston, Thomas M.	65 Ripley, F. Scott
12 Copeland, Robert O.	39 Jones Kirkland, Janice	66 Ripley, Ronald C.
13 Copeland, Todd A.	40 Kirkland, Milton L.	67 Ross, Stephen M.
14 Cordingley, Bruce A.	41 Kittle, Jeffery L.	68 Salazar, Tony
15 Counselman, Richard	42 Koogler, David M.	69 Sari, Lisa A.
16 Crosland, Jr., John	43 Koogler, David Mark	70 Sinito, Frank T.
17 Curtis, Lawrence H.	44 Lancaster, Dale	71 Stockmaster, Adam J.
18 Daigle, Marc	45 Lawson, Phillip O.	72 Stoffregen, Phillip J.
19 Dambly, Mark H.	46 Lawson, Steve	73 Surber, Jen
20 Deutch, David O.	47 Leon, Milles B.	74 Valey, Ernst
21 Dischinger, Chris	48 Lewis, David R.	75 Uram, David
22 Douglas, David D.	49 Margolis, Robert B.	76 Woda, Jeffrey J.
23 Edmondson, Jim	50 McCormack, Kevin	77 Wohl, Michael D.
24 Ellis, Gary D.	51 McNamara, Michael L.	78 Wolfson, III, Louis
25 Fekas, William L.	52 Melton, Melvin B.	
26 Fitch, Hollis M.	53 Midura, Ronald J.	
27 Fore, Richard L.	54 Mirmelstein, George	

### NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

- 1 AHC, Inc.
- 2 Alexandria RHA
- 3 Arlington Partnership for Affordable Housing (APAH)
- 4 Better Housing Coalition
- 5 Buckeye Community Hope Foundation
- 6 Community Housing Partners
- 7 Community Housing, Inc.
- 8 ElderHomes (dba Project: Homes)
- 9 Enterprise Homes, Inc
- 10 Fairfax County RHA
- 11 Homes for America, Inc.
- 12 Humanities Foundation, Inc.
- 13 Huntington Housing, Inc.
- 14 Newport News RHA
- 15 NHT Communities
- 16 Norfolk Redevelopment Housing Authority
- 17 People Incorporated
- 18 Piedmont Housing Alliance
- 19 Preserving US, Inc.
- 20 Portsmouth RHA
- 21 RHA/Housing, Inc.
- 22 The Community Builders
- 23 Virginia Supportive Housing
- 24 Virginia United Methodist Housing Development Corporation
- 25 Wesley Housing Development Corporation





Q

Documentation of Rental  
Assistance



227 27<sup>th</sup> Street | P.O. Box 797 | Newport News, VA 23607  
P: 757.928.2620 | F: 757.247.6535 | TTY: 757.247.7112  
[www.nnrha.com](http://www.nnrha.com)

Karen R. Wilds  
*Executive Director*

BOARD OF  
COMMISSIONERS

M. Lou Call  
Chairman  
Gary B. Hunter  
Vice Chairman

Mark Hager  
Josephine W. Clark  
Kenneth D. Penrose, Jr.  
Lisa Wallace-Davis  
William C. Black

November 19, 2019

Karen R. Wilds  
President  
Choice Neighborhood II, LLC  
227 27<sup>th</sup> Street  
PO Box 797  
Newport News, VA 23607

RE: Request for Proposals  
Project Based Voucher Program – Carrier Point II

I am pleased to inform you that the Newport News Redevelopment and Housing Authority Board of Commissioners approved the award of 21 project-based vouchers to be used at Carrier Point II Apartments. Enclosed is a copy of the resolution passed by the Board.

Please contact me at 757-928-2659 or [cwilliamson@nnrha.org](mailto:cwilliamson@nnrha.org) to discuss the next steps.

Sincerely,

Carl Williamson  
Director of Housing

Enclosure

Cc: Ivy Dench-Carter  
Pennrose, LLC



**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NEWPORT NEWS  
REDEVELOPMENT AND HOUSING AUTHORITY EXTENDING THE APPROVAL OF  
PROJECT BASED VOUCHERS FOR CHOICE NEIGHBORHOOD II, LLC FOR  
CARRIER POINT II**

**WHEREAS**, Choice Neighborhood II, LLC plants to construct a 38-unit complex between 27<sup>th</sup> and 28<sup>th</sup> Street along Jefferson Avenue in Newport News, VA; and

**WHEREAS**, Choice Neighborhood II, LLC responded to a Request for Proposals issued by the Newport News Redevelopment and Housing Authority earlier this year and the Board of Commissioners made an award in February of Project Based Vouchers to the project; and

**WHEREAS**, Choice Neighborhood will provide information for a subsidy layering analysis and environmental review which must be approved by the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the NNRHA awarded twenty-one (21) Project Based Vouchers to the project in February 2019; and

**WHEREAS**, the project will apply for 4% Low Income Housing Tax Credits from the Virginia Housing Development Authority (VHDA) in December, 2019.

**NOW THEREFORE BE IT RESOLVED** that the Board of Commissioners of the NNRHA does hereby extend the award of twenty-one (21) project-based vouchers to the Choice Neighborhood II, LLC to be used at Carrier Point II contingent upon their compliance with all requirements set forth in its application to the Authority for project-based vouchers. This commitment is for a 15-year period, subject to continued funding of NNRHA by HUD for housing choice voucher assistance. Such assistance may be extended for an additional period deemed mutually acceptable to NNRHA and Choice Neighborhood II, LLC at any time deemed appropriate by both parties. This approval is subject to and contingent upon the successful review by HUD of the subsidy layering analysis and environmental review documents and the award of Low-Income Housing Tax Credits.

**EXTRACT FROM THE MINUTES OF THE MEETING OF THE  
BOARD OF COMMISSIONERS OF THE NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY  
HELD ON NOVEMBER 19, 2019**

The Board of Commissioners of Newport News Redevelopment and Housing Authority met in regular meeting at 227-27<sup>th</sup> Street, Newport News, Virginia, at the hour and date duly established for the holding of such meeting.

The Chairman called the meeting to order and on roll call the following answered present:

Lou Call  
Josephine Clark  
Gary B. Hunter  
Kenneth Penrose, Jr  
Lisa Wallace-Davis

\* \* \* \*

The following motion was introduced by Chairman Call, read in full and considered:

**A RESOLUTION OF THE NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY EXTENDING THE  
APPROVAL OF PROJECT BASED VOUCHERS FOR CHOICE NEIGHBORHOOD II, LLC FOR CARRIER POINT II**

Commissioner Clark moved that the foregoing motion be approved, which motion was seconded by Commissioner Davis and upon roll call the "Ayes" and "Nays" were as follows:

AYES

Lou Call  
Gary B. Hunter  
Josephine Clark  
Kenneth Penrose, Jr  
Lisa Wallace-Davis

ABSTAIN

The Chairman thereupon declared said motion carried.

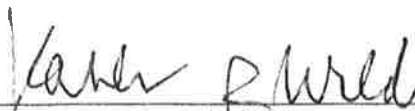
\* \* \* \*

There being no further business to come before the meeting, upon motion duly made and seconded, the meeting was adjourned.

CERTIFICATE OF RECORDING OFFICER

I, Karen R. Wilds, the duly appointed, qualified and acting Secretary-Treasurer of the Newport News Redevelopment and Housing Authority, do hereby certify that the above extract from the minutes of a meeting of the Board of Commissioners of the Authority, held on November 19, 2019 is a true and correct copy of the original minutes of such meeting on file and of record in so far as they relate to the matters set forth in the above extract, and I do further certify that such extract is a true and correct copy of a motion adopted at such meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the Seal of said Authority this nineteenth day of November, 2019.



\_\_\_\_\_  
Karen R. Wilds  
Secretary-Treasurer



# City of Newport News

Virginia 23607

2400 Washington Avenue  
(757) 926-8411  
Fax (757) 926-3503

Office Of The City Manager

November 27, 2019

Karen R. Wilds, President  
Choice Neighborhood II, LLC.  
227 27<sup>th</sup> Street  
Newport News, VA 23607

RE: Carrier Point II Development

Dear Ms. Wilds:

In response to your request of November 20, 2019, I am confirming approval of a tax deferral for the Low-Income Housing Tax Credit financed property, Carrier Point II. This action is consistent with an action taken on February 26, 2019 by City Council approving an ordinance authorized under state law (Sec. 58.1-3219) allowing for real estate tax deferrals under certain circumstances.

This approval is conditioned upon the award of Low Income Housing Tax Credits by the Virginia Housing Development Authority in 2020.

Sincerely,

Cynthia D. Rohlf  
City Manager

CDR:tfw

P:\LoanProg\TaxCredit Projects\Tax Deferral I.tr from Mgr for Carrier Point II - Nov. 2019.docx

R

Documentation of  
Operating Budget



November 22, 2019

Sherif Ismail  
Pennrose, LLC  
575 S. Charles Street  
Baltimore, MD 21201

VIA EMAIL

Re: Carrier Point Site 2  
**Estimated Utility Allowance Calculation**

Mr. Ismail,

Innova Services Corporation ("Innova") is pleased to submit the attached estimated utility allowance calculation for each unit type for the proposed new construction project known as Carrier Point 2, Newport News, VA 23607.

The following analysis was prepared in accordance with the Virginia Housing Development Authority (VHDA) Utility Allowance Options and Procedures using the U.S. Department of Housing and Urban Development Utility Schedule Model (HUSM).

The attached analysis is composed of four sections: (1) Executive Summary, including compliance statement regarding methodology and itemization of the documents used to construct the models; (2) HUD Utility Schedule Model Projected Family Allowances; (3) HUD Utility Schedule Model Inputs; and (4) Utility Rate Assumptions.

Please do not hesitate to contact the undersigned with any questions or concerns.

Thank you,

A handwritten signature in blue ink, appearing to read "Vaughan Piccolo".

Vaughan Piccolo  
Project Manager  
Innova Services Corporation

## 1. Executive Summary

Innova completed a HUD Utility Schedule Model (HUSM) based on our understanding that the building will be regulated by the Department of Housing and Urban Development (HUD) and receive project-based rental assistance. As such, the utility allowance projected by the model shall apply to all units. Innova created a separate HUSM

The HUSM itemizes Projected Family Allowances for 0-5 Bedroom units. As the project consists of a mixture of mid-rise and townhouse units which will experience different utility rates and configurations, modeled results have been separated accordingly.

The modeled allowances are based on an all-electric building strategy where all mid-rise units are provided with individual electric storage tank water heaters, individual ducted heat pumps for space conditioning, and electric ranges. It is assumed that all utilities will be individually metered. It is assumed that the building will contain one 3" central water meter and that dwelling units will be individually sub-metered. It is assumed that residents will not pay sewer fees in the mid-rise. Common area energy consumption is not contemplated in either model. Residential rates are assumed.

The estimates are based on current utility rates obtained from Dominion Energy for electric service and Newport News Waterworks for domestic water. Such rates are described in Section 4, Utility Rate Assumptions.

Projected monthly utility costs are provided in the table on the following page for all units and are intended to serve as utility allowance estimates for use in establishing affordable housing development rents.

The utility costs summarized herein are based on the projected conditions and systems in the units following the proposed new construction project; accordingly, historical billing data is excluded from this report.

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**2. HUD Utility Schedule Model Projected Family Allowances**

2.1. The table below describes monthly estimated utility allowances in a consolidated format.

Configuration - All Electric Midrise									
Utility	Type of Service (gas, elec., etc.)	To Be Paid by: Owner/Tenant		Monthly Allowance per Unit Size					
				0	1	2	3	4	5
Space Heating	Electric		x		\$ 18	\$ 20	\$ 21		
Cooking	Electric		x		\$ 5	\$ 7	\$ 9		
Other Electric (Plug loads/Lights)	Electric		x		\$ 18	\$ 25	\$ 32		
Air Conditioning	Electric		x		\$ 8	\$ 11	\$ 14		
Water Heating	Electric		x		\$ 11	\$ 14	\$ 18		
Domestic Water			x		\$ 20	\$ 31	\$ 48		
Sewer			x						
		Totals	0	0	\$ 80	\$108	\$142	0	0

2.2. The following pages are screenshots of the modeled outputs.



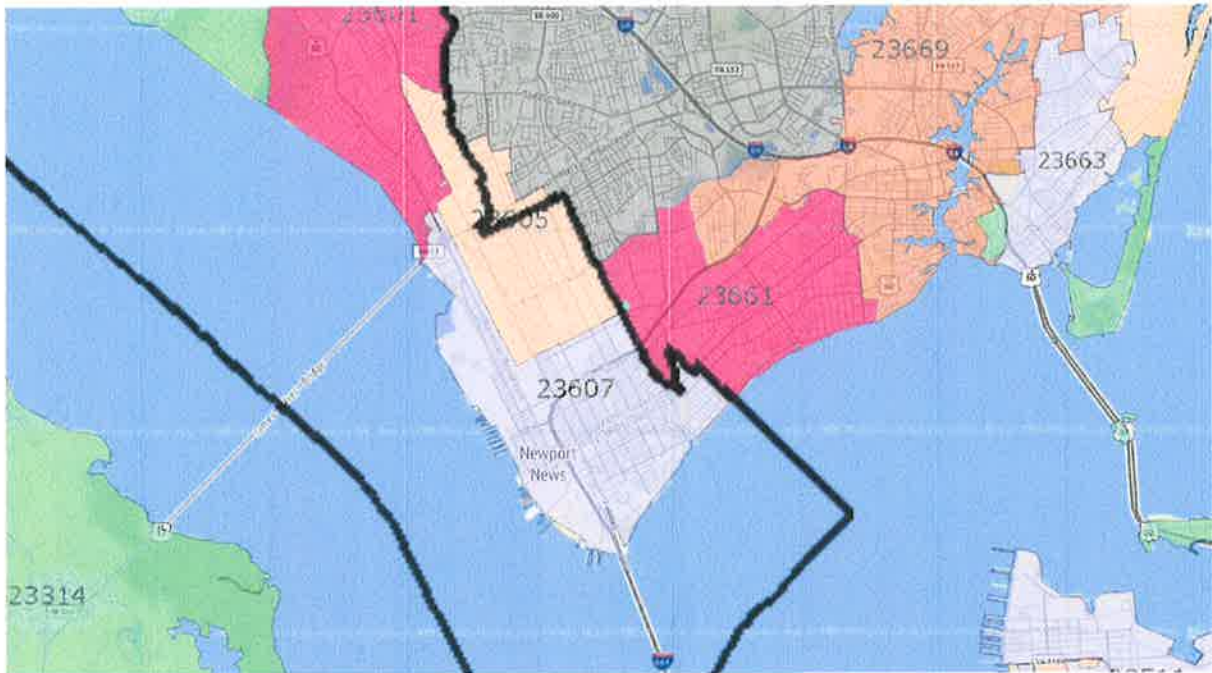
**Allowances for Tenant-Furnished Utilities and Other Services**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

Locality		Green Discount	Unit Type					Date
ZI23605 - Newport News, VA		LEED	Larger Apartment Building (5+ units)					11/22/2019
Utility/Service		Monthly Dollar Allowances						
Utility/Service	Utility/Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Space Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric Resistance	\$11	\$13	\$16	\$20	\$22	\$24	
	Electric Heat Pump	\$16	\$18	\$20	\$21	\$23	\$23	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Cooking	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	\$4	\$5	\$7	\$9	\$11	\$13	
	Other	n/a	n/a	n/a	n/a	n/a	n/a	
Other Electric		\$15	\$18	\$25	\$32	\$39	\$46	
Air Conditioning		\$7	\$8	\$11	\$14	\$17	\$19	
Water Heating	Natural Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Bottle Gas	n/a	n/a	n/a	n/a	n/a	n/a	
	Electric	\$10	\$11	\$14	\$18	\$21	\$24	
	Fuel Oil	n/a	n/a	n/a	n/a	n/a	n/a	
Water		\$18	\$20	\$31	\$48	\$65	\$82	
Sewer		\$19	\$20	\$31	\$46	\$62	\$77	
Trash Collection		n/a	n/a	n/a	n/a	n/a	n/a	
Range/Microwave		n/a	n/a	n/a	n/a	n/a	n/a	
Refrigerator		n/a	n/a	n/a	n/a	n/a	n/a	
Other - specify		n/a	n/a	n/a	n/a	n/a	n/a	
<b>Projected Family Allowances</b> (To be used to compute specific family allowances)		Utility/Service		Utility/Service		Cost/Month		
		Space Heating		Electric Heat Pump		\$18		
Family Name		Cooking		Electric		\$5		
		Other Electric		Electric		\$18		
		Air Conditioning		Electric		\$8		
Unit Address		Water Heating		Electric		\$11		
Carrier Point Midrise Utility Costs 1 BR example summary to the right.		Water		Tenant pays		\$20		
		Sewer		Not applicable		\$0		
		Trash Collection		Not applicable		\$0		
		Range/Microwave		Not applicable		\$0		
Number of Bedrooms		Refrigerator		Not applicable		\$0		
1		Other		Not applicable		\$0		
		<b>Total</b>				<b>\$79</b>		

### 3. HUD Utility Schedule Model Inputs

3.1. The following page is a screenshot of the climate, building, unit, and utility data entered into the model. Note that zip code 23605 was input into the model to provide the climate data set as it was the nearest available zip code to the site. See map below.



**Climate Data Set:**

**Climate Data (Degree Days)** ✕

**Newport News, VA**

PHA Code: 23605  
 Typical Low Temp: 45

	HDD	CDD
Jan	710	0
Feb	574	0
Mar	423	4
Apr	171	46
May	39	147
Jun	2	363
Jul	0	491
Aug	0	443
Sep	6	272
Oct	112	58
Nov	314	11
Dec	608	1
Annual	2959	1836

**4. Utility Rate Assumptions**

**4.1. Rate Determination Matrix:**

Electric - Mid-Rise and Townhouse							
Company	Rate	Type	Cost First 800 kWh June-Sept	Cost First 800 kWh Oct-May	Cost Over 800 kWh June-Sept	Cost Over 800 kWh Oct-May	Unit
Dominion	Distribution kWh Charge	Schedule 1 Residential	\$ 0.02109	\$ 0.02109	\$ 0.01194	\$ 0.01194	per kWh
x	Generation kWh Charge	Schedule 1 Residential	\$ 0.03583	\$ 0.05450	\$ 0.03529	\$ 0.02763	per kWh
x	Transmission kWh Charge	Schedule 1 Residential	\$ 0.00970	\$ 0.00970	\$ 0.00970	\$ 0.00970	per kWh
x	Rider A	Schedule 1 Residential	\$ 0.02325	\$ 0.02325	\$ 0.02325	\$ 0.02325	per kWh
x	Rider B	Schedule 1 Residential	\$ 0.00077	\$ 0.00077	\$ 0.00077	\$ 0.00077	per kWh
x	Rider BW	Schedule 1 Residential	\$ 0.00225	\$ 0.00225	\$ 0.00225	\$ 0.00225	per kWh
x	RiderC1A	Schedule 1 Residential	\$0.000053	\$0.000053	\$0.000053	\$0.000053	per kWh
x	Rider C2A	Schedule 1 Residential	\$0.000337	\$0.000337	\$0.000337	\$0.000337	per kWh
x	Rider C3A	Schedule 1 Residential	\$0.000741	\$0.000741	\$0.000741	\$0.000741	per kWh
x	Rider E	Schedule 1 Residential	\$ 0.00199	\$ 0.00199	\$ 0.00199	\$ 0.00199	per kWh
x	Rider GV	Schedule 1 Residential	\$ 0.00229	\$ 0.00229	\$ 0.00229	\$ 0.00229	per kWh
x	Rider R	Schedule 1 Residential	\$ 0.00109	\$ 0.00109	\$ 0.00109	\$ 0.00109	per kWh
x	Rider S	Schedule 1 Residential	\$ 0.00408	\$ 0.00408	\$ 0.00408	\$ 0.00408	per kWh
x	Rider T1	Schedule 1 Residential	\$ 0.01002	\$ 0.01002	\$ 0.01002	\$ 0.01002	per kWh
x	Rider U	Schedule 1 Residential	\$ 0.00184	\$ 0.00184	\$ 0.00184	\$ 0.00184	per kWh
x	Rider US-2	Schedule 1 Residential	\$ 0.00028	\$ 0.00028	\$ 0.00028	\$ 0.00028	per kWh
x	Rider US-3	Schedule 1 Residential	\$ 0.00020	\$ 0.00020	\$ 0.00020	\$ 0.00020	per kWh
x	Rider W	Schedule 1 Residential	\$ 0.00199	\$ 0.00199	\$ 0.00199	\$ 0.00199	per kWh
x	Sales & Use Surcharge	Schedule 1 Residential	\$ 0.00056	\$ 0.00056	\$ 0.00056	\$ 0.00056	per kWh
x	Consumption Tax State	Schedule 1 Residential	\$ 0.00102	\$ 0.00102	\$ 0.00102	\$ 0.00102	per kWh
x	Consumption Tax Regulator	Schedule 1 Residential	\$ 0.00012	\$ 0.00012	\$ 0.00012	\$ 0.00012	per kWh
x	Consumption Tax Local	Schedule 1 Residential	\$ 0.00038	\$ 0.00038	\$ 0.00038	\$ 0.00038	per kWh
		<b>Total</b>	<b>\$ 0.11989</b>	<b>\$ 0.13856</b>	<b>\$ 0.11020</b>	<b>\$ 0.10255</b>	<b>per kWh</b>
	<b>Fixed Customer Charge</b>	Schedule 1 Residential	<b>\$ 6.58</b>	<b>\$ 6.58</b>	<b>\$ 6.58</b>	<b>\$ 6.58</b>	<b>Monthly</b>

Water - Townhouse				
Utility	Rate	Type	Cost	Unit
NN Water	0-2 HCF	5/8" meter	\$ 0.03210	per CF
	2-25 HCF	5/8" meter	\$ 0.03690	per CF
	25+ HCF	5/8" meter	\$ 0.07380	per CF
	<b>Fixed Customer Charge</b>		<b>\$ 13.00</b>	<b>Monthly</b>

Sewer - Townhouse				
Utility	Rate	Type	Cost	Unit
NN Water	Maintenance Fee	Monthly	\$ 0.03370	per CF
	<b>Fixed Customer Charge</b>		<b>\$ 5.00</b>	<b>Monthly</b>

Water - Mid-Rise				
Utility	Rate	Type	Cost	Unit
NN Water	0-2 HCF	3" meter	\$ 0.03210	per CF
	2-25 HCF	3" meter	\$ 0.03690	per CF
	25+ HCF	3" meter	\$ 0.07380	per CF
	<b>Fixed Customer Charge</b>	\$144 per mo./37 units	<b>\$ 3.89</b>	<b>Monthly</b>

The rates above were obtained from the most recently published tariffs of the respective utility companies, available for download here:

- Dominion Energy:  
<https://www.dominionenergy.com/home-and-small-business/rates-and-regulation/residential-rates>
- Newport News Water Works:  
<https://www.nngov.com/325/Rates-Fees>

[end of document]

Carrier Point HUSM Midrise Model Inputs



Office of Policy Development and Research (PD&R)  
U.S. Department of Housing and Urban Development  
Secretary Ben Carson



**HUD Utility Schedule Model (HUSM)**  
U.S. Department of Housing and Urban Development  
Allowances Model for Tenant-Furnished Utilities and Other Services  
(Based on Form 52667)

[Preview Allowance Schedule](#) | [Projected Family Allowances](#)

**Location**

Search for PHA or ZIP ?  
 Selected PHA or ZIP ZIP23805 - Newport News, VA  
 Form Date 11/22/2019  
 Climate Data (Degree Days) [Show Details](#)

**Unit Information**

Unit Type Larger Apartment Building (5+ Energy Savings Design  
 # Bedrooms 1 Bedroom  None  
 Electric Tariff Standard  Energy Star Certification?  
 Include A/C Allowance  Yes  No  LEBD Certification ?  
 Significant Green Retrofit?

**Actual Allowance**

Space Heating Electric Heat Pump Sewer Sewer Not applicable  
 Cooking Electric Trash Collection Not applicable  
 Other Electric Electric Range/Microwave Range/Microwave Not applicable  
 Air Conditioning Electric Refrigerator Refrigerator Not applicable  
 Water Heating Electric Other Not applicable  
 Water Tenant pays

**Standard Electric Utility Tariff**

	Previous	Current	
Utility Name	Utility Name	Utility Name Dominion Energy	
Rate Name	Rate Name	Rate Name Schedule 1	
Effective Date	Effective Date MM/DD/YYYY	Effective Date 11/01/2019	
First Month of Summer	First Month of Summer January	First Month of Summer June	Select January if rate is not seasonal
Last Month of Summer	Last Month of Summer December	Last Month of Summer September	Select December if rate is not seasonal
Monthly Charge	Monthly Charge	Monthly Charge 6.58	\$/month
Floor	Floor <input type="checkbox"/> Floor		
Ceiling	Ceiling <input type="checkbox"/> Ceiling		
Summer			
Size of First Block	Size of First Block remainder	Size of First Block 800	kWh
Size of Second Block	Size of Second Block	Size of Second Block remainder	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block .11989	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block .11020	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Third Block n/a	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Winter			
Size of First Block	Size of First Block remainder	Size of First Block 800	kWh
Size of Second Block	Size of Second Block	Size of Second Block remainder	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block .13856	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block .10255	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Second Block n/a	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Extra Charges	Extra Charges	Extra Charges	\$/kWh
Taxes	Extra Charges	Extra Charges	%

Special Electric Heating / All Electric Tariff

Use Electric Heat Tariff	<input type="radio"/> Yes <input checked="" type="radio"/> No		
	Previous	Current	
Utility Name	Utility Name	Utility Name	
Rate Name	Rate Name	Rate Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
First Month of Summer	First Month of Summer <b>January</b>	First Month of Summer <b>January</b>	Select January if rate is not seasonal
Last Month of Summer	Last Month of Summer <b>December</b>	Last Month of Summer <b>December</b>	Select December if rate is not seasonal
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	<input checked="" type="checkbox"/> Floor	Floor	
Ceiling	<input type="checkbox"/> Ceiling	Ceiling	
<b>Summer</b>			
Size of First Block	Ceiling remainder	Ceiling remainder	kWh
Size of Second Block	Size of Second Block	Size of Second Block	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
<b>Winter</b>			
Size of First Block	Size of First Block remainder	Size of First Block remainder	kWh
Size of Second Block	Size of Second Block	Size of Second Block	kWh
Size of Third Block	Size of Third Block	Size of Third Block	kWh
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	kWh
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/kWh
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/kWh
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/kWh
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/kWh
Extra Charges	Extra Charges	Extra Charges	\$/kWh
Taxes	Taxes	Taxes	%

Standard Natural Gas Utility Tariff

	Previous	Current	
Utility Name	Utility Name	Utility Name	
Rate Name	Rate Name	Rate Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Measurement Units	Measurement Units <b>Therms</b>		
First Month of Summer	First Month of Summer <b>January</b>	First Month of Summer <b>January</b>	Select January if rate is not seasonal
Last Month of Summer	Last Month of Summer <b>December</b>	Last Month of Summer <b>December</b>	Select December if rate is not seasonal
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	<input checked="" type="checkbox"/> Floor	Floor	
Ceiling	<input type="checkbox"/> Ceiling	Ceiling	
<b>Summer</b>			
Size of First Block	Size of First Block remainder	Size of First Block remainder	Therms
Size of Second Block	Size of Second Block	Size of Second Block	Therms
Size of Third Block	Size of Third Block	Size of Third Block	Therms
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Therms
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/Therm
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/Therm
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Therm
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Therm
<b>Winter</b>			
Size of First Block	Size of First Block remainder	Size of First Block remainder	Therms
Size of Second Block	Size of Second Block	Size of Second Block	Therms
Size of Third Block	Size of Third Block	Size of Third Block	Therms
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Therms
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/Therm
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/Therm
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Therm
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Therm
Extra Charges	Supplier Name	Supplier Name	\$/Therm
Taxes	Supplier Name	Supplier Name	%

Fuel Oil Delivery Contract

	Previous	Current	
Supplier Name	Supplier Name	Supplier Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/>	Floor	
Ceiling	Ceiling <input type="checkbox"/>	Ceiling	
Size of First Block	Size of First Block remainder	Size of First Block remainder	Gallons
Size of Second Block	Size of Third Block	Size of Third Block	Gallons
Size of Third Block	Size of Third Block	Size of Third Block	Gallons
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Gallons
Cost of First Block	Supplier Name n/a	Supplier Name n/a	\$/Gallon
Cost of Second Block	Supplier Name	Supplier Name	\$/Gallon
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Gallon
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Gallon
Extra Charges	Extra Charges	Extra Charges	\$/Gallon
Taxes	Taxes	Taxes	%

### Liquified Petroleum Gas (Bottle Gas) Delivery Contract

	Previous	Current	
Supplier Name	Supplier Name	Supplier Name	
Effective Date	Effective Date MM/DD/YYYY	Effective Date MM/DD/YYYY	
Monthly Charge	Monthly Charge	Monthly Charge	\$/month
Floor	Floor <input type="checkbox"/>	Floor	
Ceiling	Ceiling <input type="checkbox"/>	Ceiling	
Size of First Block	Size of First Block remainder	Size of First Block remainder	lbs
Size of Second Block	Size of Second Block	Size of Second Block	lbs
Size of Third Block	Size of Third Block	Size of Third Block	lbs
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	lbs
Cost of First Block	Cost of First Block n/a	Cost of First Block n/a	\$/lb
Cost of Second Block	Cost of Second Block	Cost of Second Block	\$/lb
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/lb
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/lb
Extra Charges	Extra Charges	Extra Charges	\$/lb
Taxes	Taxes	Taxes	%

### Water Supply Tariff

	Previous	Current	
Supplier Name	Supplier Name	Supplier Name Newport News Waterworks	
Effective Date	Effective Date MM/DD/YYYY	Effective Date 07/01/2019	
Measurement Units	Cubic Feet		
Monthly Charge	Monthly Charge	Monthly Charge 3.89	\$/month
Floor	Floor <input type="checkbox"/>	Floor	
Ceiling	Ceiling <input type="checkbox"/>	Ceiling	
Size of First Block	Size of First Block remainder	Size of First Block 200	Cubic Feet
Size of Second Block	Size of Second Block	Size of Second Block 2500	Cubic Feet
Size of Third Block	Size of Third Block	Size of Third Block remainder	Cubic Feet
Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Cubic Feet
Cost of First Block	Cost of First Block n/a	Cost of First Block .03210	\$/Cubic Foot
Cost of Second Block	Cost of Second Block	Cost of Second Block .03690	\$/Cubic Foot
Cost of Third Block	Cost of Third Block	Cost of Third Block .07380	\$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block n/a	\$/Cubic Foot
Extra Charges	Extra Charges	Extra Charges	\$/Cubic Foot
Taxes	Taxes	Taxes	%

### Sewer Tariff

	Previous	Current	
Sewer Service Name	Sewer Service Name	Sewer Service Name Newport News Waterworks	
Effective Date	Effective Date MM/DD/YYYY	Effective Date 07/01/2019	
Measurement Units	Cubic Feet		
Monthly Charge	Monthly Charge	Monthly Charge 5	\$/month
Floor	Floor <input type="checkbox"/>	Floor	
Ceiling	Ceiling <input type="checkbox"/>	Ceiling	
Size of First Block	Size of First Block remainder	Size of First Block remainder	Cubic Feet
Size of Second Block	Size of Second Block	Size of Second Block	Cubic Feet
Size of Third Block	Size of Third Block	Size of Third Block	Cubic Feet



Size of Fourth Block	Size of Fourth Block	Size of Fourth Block	Cubic Feet
Cost of First Block	Cost of First Block n/a	Cost of First Block .03370	\$/Cubic Foot
Cost of Second Block	Cost of Second Block	Cost of Second Block n/a	\$/Cubic Foot
Cost of Third Block	Cost of Third Block	Cost of Third Block	\$/Cubic Foot
Cost of Fourth Block	Cost of Fourth Block	Cost of Fourth Block	\$/Cubic Foot
Extra Charges	Extra Charges	Extra Charges	\$/Cubic Foot
Taxes	Taxes	Taxes	%

**Trash Collection Fees**

Previous	Current
Studio Studio	Studio Studio
1 Bedroom 1 Bedroom	1 Bedroom 1 Bedroom
2 Bedroom 2 Bedroom	2 Bedroom 2 Bedroom
3 Bedroom 3 Bedroom	3 Bedroom 3 Bedroom
4 Bedroom 4 Bedroom	4 Bedroom 4 Bedroom
5 Bedroom 5 Bedroom	5 Bedroom 5 Bedroom

**Range/Microwave Fees**

Previous	Current
Studio Studio	Studio Studio
1 Bedroom Studio	Studio Studio
2 Bedroom Studio	Studio Studio
3 Bedroom Studio	Studio Studio
4 Bedroom Studio	Studio Studio
5 Bedroom Studio	Studio Studio

**Refrigerator Fees**

Previous	Current
Studio Studio	Studio Studio
1 Bedroom 1 Bedroom	1 Bedroom 1 Bedroom
2 Bedroom 2 Bedroom	2 Bedroom 2 Bedroom
3 Bedroom 3 Bedroom	3 Bedroom 3 Bedroom
4 Bedroom 4 Bedroom	4 Bedroom 4 Bedroom
5 Bedroom 5 Bedroom	5 Bedroom 5 Bedroom

**Other Fees**

Previous	Current
Studio Studio	Studio Studio
1 Bedroom 1 Bedroom	1 Bedroom 1 Bedroom
2 Bedroom 2 Bedroom	2 Bedroom 2 Bedroom
3 Bedroom 3 Bedroom	3 Bedroom 3 Bedroom
4 Bedroom 4 Bedroom	4 Bedroom 4 Bedroom
5 Bedroom 5 Bedroom	5 Bedroom 5 Bedroom

23605



M = MANDATORY  
# = OPTIONAL POINTS

**8. OPERATIONS, MAINTENANCE + RESIDENT ENGAGEMENT**

YES  NO  MAYBE

**M 8.1 Building Operations & Maintenance (O&M) Manual and Plan** *(For all multifamily projects)*  
Develop a manual with thorough building operations and maintenance guidance and a complementary plan. The manual and plan should be developed over the course of the project design, development and construction stages, and should include sections/chapters addressing the list of topics.

YES  NO  MAYBE

**M 8.2 Emergency Management Manual** *(For all multifamily projects)*  
Provide a manual on emergency operations targeted toward operations and maintenance staff and other building-level personnel. The manual should address responses to various types of emergencies, leading with those that have the greatest probability of negatively affecting the project. The manual should provide guidance as to how to sustain the delivery of adequate housing throughout an emergency and cover a range of topics, including but not limited to:

- communication plans for staff and residents
- useful contact information for public utility and other service providers
- infrastructure and building “shutdown” procedures

YES  NO  MAYBE

**M 8.3 Resident Manual**  
Provide a guide for homeowners and renters that explains the intent, benefits, use and maintenance of their home’s green features and practices. The Resident Manual should encourage green and healthy activities per the list of topics.

YES  NO  MAYBE

**M 8.4 Resident and Property Staff Orientation**  
Provide a comprehensive walk-through and orientation for all residents, property manager(s) and buildings operations staff. Use the appropriate manuals (see Criteria 8.1, 8.2, 8.3) as the base of the curriculum, and review the project’s green features, operations and maintenance procedures, and emergency protocols.

YES  NO  MAYBE

**M 8.5 Project Data Collection and Monitoring System: 100% Owner-Paid Utility Accounts; 15% Tenant-Paid Utility Accounts**  
*For rental properties:* Collect and monitor project energy and water performance data for 100% of owner-paid utilities and 15% of tenant-paid utilities for at least 5 years. This data must be maintained in a manner that allows staff to easily access and monitor it, enabling them to make informed operations and capital planning decisions. Also allow Enterprise access to this data.  
*For owner-occupied units:* Collect and monitor energy and water performance data in a manner that allows for easy access and review and provides the ability to influence home operations. Also allow Enterprise access to this data.

YES  NO  MAYBE

**7 or 11 8.6 Project Data Collection and Monitoring System: Greater than 15% Tenant-Paid Utility Accounts**  
Collect and monitor project energy and water performance data for at least 5 years. This data must be maintained in a manner that allows staff to easily access and monitor it, enabling them to make informed operations and capital planning decisions. Also allow Enterprise access to this data. 16–60% of units [7 points]; 60–100% of units [11 points].

0

SUBTOTAL OPTIONAL POINTS

46

TOTAL OPTIONAL POINTS



**M** = MANDATORY  
**#** = OPTIONAL POINTS

**HEALTHY LIVING ENVIRONMENT** *(continued)*

YES  NO  MAYBE

9

**7.11a Beyond ADA: Universal Design** *(New Construction)*

Design a minimum of 15% of the dwelling units (no fewer than one) in accordance with ICC/ANSI A117.1, Type A, Fully Accessible guidelines. Design the remainder of the ground-floor units and elevator-reachable units in accordance with ICC/ANSI A117.1, Type B.

YES  NO  MAYBE

7 or 9

**7.11b Beyond ADA: Universal Design** *(Substantial and Moderate Rehab)*

Design a minimum of 10% of the dwelling units (one, at minimum) in accordance with ICC/ANSI A117.1, Type A, Fully Accessible guidelines. [7 points]

N/A

*For an additional 2 points:* Design the remainder of the ground-floor units and elevator-reachable units with accessible unit entrances designed to accommodate people who use a wheelchair.

YES  NO  MAYBE

M

**7.12 Active Design: Promoting Physical Activity Within the Building**

Situate at least one building stairway per the criterion to encourage use **OR** emphasize at least one strategy inside the building designed to increase frequency and duration of physical activity per the criterion.

YES  NO  MAYBE

10

**7.13 Active Design: Staircases and Building Circulation**

A staircase must be accessible and visible from the main lobby as well as visible within a 25-foot walking distance from any edge of lobby. Ensure that no turns or obstacles prevent visibility of or accessibility to the qualifying staircase from the lobby, and that the staircase is encountered before or at the same time as the elevators.

From the corridor, accessible staircases should be made visible by: Providing transparent glazing of at least 10 square feet (1 square meter) at all stair doors or at a side light **OR** providing magnetic door holds on all doors leading to the stairs **OR** removing door enclosures/ vestibules.

YES  NO  MAYBE

9

**7.14 Interior and Outdoor Activity Spaces for Children and Adults**

Provide an on-site dedicated recreation space with exercise or play opportunities for adults and/or children that is open and accessible to all residents; see criterion for specifics.

YES  NO  MAYBE

M

**7.15 Reduce Lead Hazards In Pre-1978 Buildings** *(Substantial Rehab)*

Conduct lead risk assessment or inspection to identify lead hazards, then control for these per EPA or state/ local laws and requirements.

N/A

YES  NO  MAYBE

10

**7.16 Smoke-Free Building**

Implement and enforce a no-smoking policy in all common and individual living areas, and within a 25-foot perimeter around the exterior of all residential projects.

10

21

SUBTOTAL OPTIONAL POINTS



M = MANDATORY  
# = OPTIONAL POINTS

### HEALTHY LIVING ENVIRONMENT *(continued)*

YES  NO  MAYBE

**M 7.3 Combustion Equipment**

For new construction and rehab projects, specify power-vented or direct vent equipment when installing any new combustion appliance for space or water heating that will be located within the conditioned space.

In Substantial and Moderate Rehabs, if there is any combustion equipment located within the conditioned space for space or water heating that is not power-vented or direct vent and that is not scheduled for replacement, conduct initial combustion safety testing per the given guidelines.

Install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone, placed per National Fire Protection Association (NFPA) 720.

YES  NO  MAYBE

9 or 11

**7.4 Elimination of Combustion Within the Conditioned Space**

No combustion equipment may be used for cooking (to include, but not limited to ranges, cooktops, stoves, ovens) as part of the building project [9 points] **OR** no combustion equipment may be used as part of the building project [11 points].

11

YES  NO  MAYBE

**M 7.5 Vapor Retarder Strategies**

Install vapor barriers that meet specified criteria appropriate for the foundation type.

YES  NO  MAYBE

**M 7.6 Water Drainage** *(For all New Construction projects and those Rehab projects that include replacing particular assemblies called out below)*

Provide drainage of water away from walls, windows and roofs by implementing the list of techniques.

YES  NO  MAYBE

**M 7.7 Mold Prevention: Water Heaters**

Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.

YES  NO  MAYBE

**M 7.8 Radon Mitigation**

For New Construction in EPA Zone 1 areas, install passive radon-resistant features below the slab and a vertical vent pipe with junction box within 10 feet of an electrical outlet in case an active system should prove necessary in the future. For Substantial Rehab projects in EPA Zone 1, test and mitigate per the specified protocols.

N/A (Zone 3)

YES  NO  MAYBE

**M 7.9 Garage Isolation**

N/A

- Provide a continuous air barrier between the conditioned space and any garage space to prevent the migration of any contaminants into the living space. Visually inspect common walls and ceilings between attached garages and living spaces to ensure that they are air-sealed before insulation is installed.
- Do not install ductwork or air handling equipment in a garage.
- Fix all connecting doors between conditioned space and garage with gaskets or otherwise make substantially airtight with weather stripping.
- Install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone of the project, placed per National Fire Protection Association (NFPA) 720.

YES  NO  MAYBE

**M 7.10 Integrated Pest Management**

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.



**M** = MANDATORY  
**#** = OPTIONAL POINTS

### MATERIALS *(continued)*

YES  NO  MAYBE

**M or**  
**6 max**

#### 6.12 Construction Waste Management

Commit to following a waste management plan that reduces non-hazardous construction and demolition waste through recycling, salvaging or diversion strategies through one of the three options. Achieve optional points by going above and beyond the requirement.

YES  NO  MAYBE

**3**

#### 6.13 Recycling Storage

Provide separate bins for the collection of trash and recycling for each dwelling unit and all shared community rooms (if applicable).

Additionally, in multifamily buildings, provide at least one easily accessible, permanent and dedicated indoor area for the collection and storage of materials for recycling. In single-family homes, points will be accrued only if curb-side recycling pickup is available.

Collected materials should include, at a minimum, paper, cardboard, glass, metals and plastics.

**0**

SUBTOTAL OPTIONAL POINTS

## 7. HEALTHY LIVING ENVIRONMENT

YES  NO  MAYBE

**M**

#### 7.1 Ventilation

*New Construction and Substantial Rehab*

YES  NO  MAYBE

**12 max**

*Moderate Rehab*

For each dwelling unit, in full accordance with ASHRAE 62.2-2010, install a local mechanical exhaust system in each bathroom [4 points], a local mechanical exhaust system in each kitchen [4 points], and a whole-house mechanical ventilation system [4 points].

For each multifamily building of four stories and more, in full accordance with ASHRAE 62.1-2010, install a mechanical ventilation system for all hallways and common spaces [3 points].

For all project types, in addition to the above requirements:

- All systems and associated ductwork must be installed per manufacturer's recommendations.
- All individual bathroom fans must be ENERGY STAR labeled, wired to turn on with the light switch, and equipped with a humidistat sensor, timer or other control (e.g., occupancy sensor, delay off switch, ventilation controller).
- If using central ventilation systems with rooftop fans, each rooftop fan must be direct-drive and variable-speed with speed controller mounted near the fan. Fans with design CFM 300-2000 must also have an ECM motor.

YES  NO  MAYBE

**M**

#### 7.2 Clothes Dryer Exhaust

Clothes dryers must be exhausted directly to the outdoors using rigid-type ductwork (except for condensing dryers, which must be plumbed to a drain).



**M** = MANDATORY  
**#** = OPTIONAL POINTS

**MATERIALS** (*continued*)

YES  NO  MAYBE

**1**

**6.5 Certified, Salvaged and Engineered Wood Products**

For at least 25% of all structural wood products, by cost or value, commit to using either FSC-certified, salvaged products or engineered framing materials without urea formaldehyde.

YES  NO  MAYBE

**M**

**6.6 Composite Wood Products that Emit Low/No Formaldehyde**

All composite wood products must be certified as compliant with California 93120 Phase 2 **OR**, if using a composite wood product that does not comply with California 93120 Phase 2, all exposed edges and sides must be sealed with low-VOC sealants, per Criterion 6.2.

YES  NO  MAYBE

**M**

**6.7a Environmentally Preferable Flooring**

Do not install carpets in building entryways, laundry rooms, bathrooms, kitchens/kitchenettes, utility rooms or any rooms built on foundation slabs. Where installed, all carpet products must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad and carpet adhesives. Any hard surface flooring products must be either ceramic tile or solid unfinished hardwood floors, or meet the Scientific Certification System's FloorScore program criteria (including pre-finished hardwood flooring).

YES  NO  MAYBE

**6**

**6.7b Environmentally Preferable Flooring: Throughout Building**

Use non-vinyl, non-carpet floor coverings throughout each building in the project.

YES  NO  MAYBE

**M**

**6.8 Mold Prevention: Surfaces**

Use materials that have durable, cleanable surfaces throughout bathrooms, kitchens and laundry rooms. Materials installed in these rooms should not be prone to deterioration due to moisture intrusion or encourage the growth of mold.

YES  NO  MAYBE

**M**

**6.9 Mold Prevention: Tub and Shower Enclosures**

Use moisture-resistant backing materials such as cement board, fiber cement board or equivalent per ASTM #D3273 behind tub/shower enclosures. Projects using a one-piece fiberglass tub/shower enclosure are exempt from this requirement.

YES  NO  MAYBE

**12 max**

**6.10 Asthmagen-Free materials**

Do not install products that contain ingredients that are known to cause or trigger asthma. Key products to avoid are:

- *Insulation:* Do not use spray polyurethane foam (SPF) or formaldehyde-containing fiberglass batts. [4 points]
- *Flooring:* Do not use flexible vinyl (PVC) roll or sheet flooring or carpet-backed with vinyl with phthalates. Do not use fluid applied finish floors. [4 points]
- *Wall coverings:* Do not use wallpaper made from vinyl (PVC) with phthalates or site-applied high-performance coatings that are epoxy or polyurethane based. [4 points]
- *Composite wood:* Use only ULEF products for cabinetry, subflooring and other interior composite wood uses. [4 points]

YES  NO  MAYBE

**5**

**6.11 Reduced Heat-Island Effect: Roofing**

Use an ENERGY STAR-certified roofing product for 100% of the roof area **OR** install a "green" (vegetated) roof for at least 50% of the roof area and ENERGY STAR-certified roofing product for the remainder of the roof area.



**M** = MANDATORY  
**#** = OPTIONAL POINTS

**ENERGY EFFICIENCY** *(continued)*

YES  NO  MAYBE **10 max**

**5.7b Renewable Energy**

Install photovoltaic (PV) panels or other electric-generating renewable energy source to provide a specified percentage of the project's estimated total energy demand or water heating energy demand. *(Projects may earn points through Criterion 5.7b or 5.8b, but not both.)*

	5%	10%	20%	30%	40%
Single-story/Single-family	—	—	6	8	10
2 to 3 stories	—	6	8	10	—
4 stories or more	6	8	10	—	—

YES  NO  MAYBE **8**

**5.8a Resilient Energy Systems: Floodproofing**

Conduct floodproofing, including perimeter floodproofing (barriers/shields), of lower floors. Design and install building systems as specified by the full criterion so that the operation of those systems will not be grossly affected in case of a flood.

YES  NO  MAYBE **4 to 8**

**5.8b Resilient Energy Systems: Islandable Power**

Provide emergency power through an islandable photovoltaic (PV) system or an efficient and portable generator that will offer at least limited electricity for critical circuits during power outages per one of the three options listed. *(Projects may earn points through Criterion 5.7b or 5.8b, but not both.)*

**12**

SUBTOTAL OPTIONAL POINTS

**6. MATERIALS**

YES  NO  MAYBE **M**

**6.1 Low/No VOC Paints, Coatings and Primers**

All interior paints and primers must have VOC levels, in grams per liter, less than or equal to the thresholds established by South Coast Air Quality Management District (SCAQMD) Rule 1113.

YES  NO  MAYBE **M**

**6.2 Low/No VOC Adhesives and Sealants**

All adhesives and sealants (including caulks) must have VOC levels, in grams per liter, less than or equal to the thresholds established by the South Coast Air Quality Management District Rule 1168.

YES  NO  MAYBE **3 max**

**6.3 Recycled Content Material**

Incorporate building materials that are composed of at least 25% post-consumer recycled content or at least 50% post-industrial recycled content. *[1 point]*

Building materials that make up at least 75% of their project component each receive *1 point*.

YES  NO  MAYBE **4 max**

**6.4 Regional Materials**

Use products that were extracted, processed and manufactured within 500 miles of the project for a minimum of 50%, based on cost, of the building materials' value.

Select any or all of these options (each material can qualify for *1 point*):

- Framing materials
- Exterior materials (e.g., siding, masonry, roofing)
- Flooring materials
- Concrete/cement and aggregate material
- Drywall/interior sheathing materials



**M** = MANDATORY  
**#** = OPTIONAL POINTS

<b>ENERGY EFFICIENCY</b> <i>(continued)</i>	
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE <b>N/A</b>	<p><b>M</b> <b>5.1c Building Performance Standard</b> <i>(Substantial and Moderate Rehab: single-family and low-rise multifamily)</i>            For each dwelling unit, achieve a HERS Index score of 85 or less.   <i>Exception:</i> Substantial rehabs of buildings with walls made only of brick/masonry that are three stories or fewer and built before 1980, as well as moderate rehabs of buildings that are three stories or fewer and built before 1980, are permitted to instead achieve a HERS Index score of 100 or less for each dwelling unit.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE <b>N/A</b>	<p><b>M</b> <b>5.1d Building Performance Standard</b> <i>(Substantial and Moderate Rehab: mid-rise and high-rise)</i>            Demonstrate that the energy performance of the completed building will be equivalent to ASHRAE 90.1-2010 using an energy model created by a qualified energy services provider per Appendix G.</p>
<input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE <b>12</b>	<p><b>5 to 12</b> <b>5.2a Additional Reductions in Energy Use</b>            Design and construct a building that is projected to be at least 5% more efficient than what is required of the project by Criteria 5.1a–d. (Projects receiving points in Criterion 5.2a may not receive points per Criterion 5.2b)</p>
<input type="radio"/> YES <input checked="" type="radio"/> NO <input type="radio"/> MAYBE <b>12</b>	<p><b>12</b> <b>5.2b Advanced Certification: Nearing Net Zero</b>            Certify the project in a program that requires advanced levels of building envelope performance such as PHIUS, Living Building Challenge and/or DOE Zero Energy Ready Home. (Projects receiving points in Criterion 5.2b may not receive points per Criterion 5.2a)</p>
<input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p><b>M</b> <b>5.3 Sizing of Heating and Cooling Equipment</b>            Size and select heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals J and S or ASHRAE handbooks.</p>
<input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p><b>M</b> <b>5.4 ENERGY STAR Appliances</b>            If providing appliances, install ENERGY STAR clothes washers, dishwashers and refrigerators. If appliances will not be installed or replaced at this time, specify that, at the time of installation or replacement, ENERGY STAR models must be used.</p>
<input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p><b>M</b> <b>5.5 Lighting</b>            Follow the guidance for high-efficacy lighting controls and other characteristics for all permanently installed lighting fixtures in project dwelling units, common spaces and exterior</p>
<input checked="" type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p><b>5.6 Electricity Meter</b>  <b>M</b> <i>New Construction and Substantial Rehab</i>  <b>6</b> <i>Moderate Rehab (Except for single-room occupancy and designated supportive housing dwelling units)</i>            Install individual or submetered electric meters for all dwelling units.</p>
<input type="radio"/> YES <input checked="" type="radio"/> NO <input type="radio"/> MAYBE	<p><b>4</b> <b>5.7a Photovoltaic/Solar Hot Water Ready</b>            Orient, design, engineer, wire and/or plumb the development to accommodate installation of photovoltaic (PV) or solar hot water system in the future.</p>





**M** = MANDATORY  
**#** = OPTIONAL POINTS

**WATER CONSERVATION** *(continued)*

YES  NO  MAYBE **6 max**

**4.2 Advanced Water Conservation**

Reduce water consumption either by installing water-conserving fixtures in all units and all common space bathrooms with the following specifications: *Toilets: WaterSense-labeled and 1.1 gpf [1 point]; Showerheads: WaterSense-labeled and 1.5 gpm [1 point]; Kitchen faucets: 1.5 gpm and lav faucets: WaterSense-labeled and 1.0 gpm [1 point]*

**OR**

Reduce total indoor water consumption by at least 30% compared to the baseline indoor water consumption chart, through a combination of your choosing. *[6 points maximum]*

YES  NO  MAYBE **4**

**4.3 Leaks and Water Metering**

Conduct pressure-loss tests and visual inspections to determine if there are any leaks; fix any leaks found; and meter or submeter each dwelling unit with a technology capable of tracking water use. Separately meter outdoor water consumption.

YES  NO  MAYBE **4**

**4.4 Efficient Plumbing Layout and Design**

To minimize water loss from delivering hot water, the hot water delivery system shall store no more than 0.5 gallons of water in any piping/manifold between the hot water source and any hot water fixture.

YES  NO  MAYBE **6 max**

**4.5 Water Reuse**

Harvest, treat, and reuse rainwater and/or greywater to meet a portion of the project's total water needs: 10% reuse *[3 points]*; 20% reuse *[4 points]*; 30% reuse *[5 points]*; 40% reuse *[6 points]*

YES  NO  MAYBE **8**

**4.6 Access to Potable Water During Emergencies**

Provide residents with access to potable water in the event of an emergency that disrupts normal access to potable water, including disruptions related to power outages that prevent pumping water to upper floors of multifamily buildings or pumping of water from on-site wells, per one of the three options.

**0**

SUBTOTAL OPTIONAL POINTS

**5. ENERGY EFFICIENCY**

YES  NO  MAYBE

**N/A**

**M**

**5.1a Building Performance Standard** *(New Construction: single-family and low-rise multifamily)*

Certify each dwelling unit in the project through the ENERGY STAR New Homes program.

YES  NO  MAYBE

**M**

**5.1b Building Performance Standard** *(New Construction: mid-rise and high-rise multifamily, with some exceptions)*

Certify the project through the ENERGY STAR Multifamily High-Rise program (MFHR) **OR** follow the combined MFHR and LEED Commissioning Path outlined in the criterion.

*Exception:* Multifamily buildings that are four or five stories, in which all dwelling units have their own heating, cooling and hot water systems, should comply with Criterion 5.1a and certify each dwelling unit per ENERGY STAR Certified New Homes.

**Multifamily  
 New Construction  
 (MFNC)**



**M** = MANDATORY  
**#** = OPTIONAL POINTS

**3. SITE IMPROVEMENTS**

YES  NO  MAYBE

**M 3.1 Environmental Remediation**

Conduct an environmental site assessment to determine whether any hazardous materials are present on-site; mitigate any found.

YES  NO  MAYBE

**M 3.2 Erosion and Sedimentation Control** *(Except for infill sites with buildable area smaller than one acre)*

Implement EPA's Best Management Practices for Construction Site Stormwater Runoff Control, or local requirements, whichever is more stringent.

YES  NO  MAYBE

N/A

**M 3.3 Low-Impact Development**

Projects located on greenfields must meet the list of low-impact development criteria.

YES  NO  MAYBE

**M 3.4 Landscaping**

If providing plantings, all should be native or adapted to the region, appropriate to the site's soil and microclimate, and none of the new plants is an invasive species. Reseed or xeriscape all disturbed areas.

YES  NO  MAYBE

N/A

**M 3.5a Efficient Irrigation and Water Reuse**

If irrigation is used, install an efficient irrigation or water reuse system per the guidelines.

YES  NO  MAYBE

4 or 8

**3.5b Efficient Irrigation and Water Reuse**

Install an efficient irrigation system equipped with a WaterSense-labeled weather-based irrigation controller (WBIC) **OR** at least 50% of the site's irrigation should be satisfied by reusing water.

YES  NO  MAYBE

4 or 8

**3.6 Surface Stormwater Management**

Retain, infiltrate and/or harvest the first 1.0 inch of rain that falls [4 points] **OR** as calculated for a 24-hour period of a one-year (1) storm event, so that no stormwater is discharged to drains/inlets. [8 points] For both options, permanently label all storm drains and inlets.

YES  NO  MAYBE

1

**3.7 Reducing Heat-Island Effect: Paving**

Use light-colored, high-albedo materials and/or an open-grid pavement, with a minimum solar reflectance of 0.3, over at least 50% of the site's hardscaped area.

0

SUBTOTAL OPTIONAL POINTS

**4. WATER CONSERVATION**

YES  NO  MAYBE

**M 4.1 Water-Conserving Fixtures**

Install water-conserving fixtures in all units and any common facilities with the following specifications. *Toilets:* WaterSense-labeled and 1.28 gpf; *Urinals:* WaterSense-labeled and 0.5 gpf; *Showerheads:* WaterSense-labeled and 2.0 gpm; *Kitchen faucets:* 2.0 gpm; *Lav faucets:* WaterSense-labeled and 1.5 gpm

**AND** for all single-family homes and all dwelling units in buildings three stories or fewer, the static service pressure must not exceed 60 psi.



M = MANDATORY  
# = OPTIONAL POINTS

**LOCATION + NEIGHBORHOOD FABRIC** *(continued)*

YES  NO  MAYBE

**M 2.5 Proximity to Services**

Locate the project within a 0.5-mile walk distance of at least four, or a 1-mile walk distance of at least seven, of the listed services. For projects that qualify as Rural/Tribal/Small Town, locate the project within 5 miles of at least four of the listed services.

YES  NO  MAYBE

N/A

**M 2.6 Preservation of and Access to Open Space for Rural/Tribal/Small Towns**

Set aside a minimum of 10% (minimum of 0.25 acre) of the total project acreage as non-paved open space for use by all residents **OR** locate the project within a 0.25-mile walk distance of dedicated public non-paved open space that is a minimum of 0.75 acres.

YES  NO  MAYBE

**6 max**

**2.7 Preservation of and Access to Open Space**

Set aside a percentage of non-paved open space for use by all residents. 20% [2 points]; 30% [4 points]; 40% + written statement of preservation/conservation policy for set-aside land [6 points].

YES  NO  MAYBE

**8 or 10**

**2.8 Access to Public Transportation**

Locate projects within a 0.5-mile walk distance of transit services combined (bus, rail and/or ferry), constituting at least 60 or more transit rides per weekday, with some type of weekend ride option. [8 points]

**8**

For projects that qualify as Rural/Tribal/Small Town, locate the project within a 5-mile distance of at least one of the following transit options: 1) vehicle share program; 2) dial-a-ride program; 3) employer vanpool; 4) park-and-ride; or 5) public-private regional transportation. [8 points]

*For an additional 2 points:* Locate the project along dedicated bike trails or lanes that lead to transit services or stations (bus, rail and ferry) within 3 miles.

YES  NO  MAYBE

**2 to 8**

**2.9 Improving Connectivity to the Community**

Improve access to community amenities through at least one of the transit, auto or biking mobility measures listed.

YES  NO  MAYBE

**5 max**

**2.10 Passive Solar Heating/Cooling**

Design and build with passive solar design, orientation and shading that meet specified guidelines.

YES  NO  MAYBE

**4**

**2.11 Brownfield Site or Adaptive Reuse Building**

Rehabilitate an existing structure that was not previously used as housing or locate the project on a brownfield site.

YES  NO  MAYBE

**6**

**2.12 Access to Fresh, Local Foods**

Pursue one of three options to provide residents and staff with access to fresh, local foods, including neighborhood farms and gardens, community-supported agriculture, or proximity to farmers markets.

YES  NO  MAYBE

**4**

**2.13 LEED for Neighborhood Development Certification**

Locate building(s) in a Stage 2 Pre-Certified or Stage 3 Certified Neighborhood Development.

YES  NO  MAYBE

**6 max**

**2.14 Local Economic Development and Community Wealth Creation**

Demonstrate that local preference for construction employment and subcontractor hiring was part of your bidding process [2 points] **OR** demonstrate that you achieved at least 20% local employment [3 points] **OR** provide physical space for small business, nonprofits, and/or skills and workforce education [3 points].



M = MANDATORY  
# = OPTIONAL POINTS

**INTEGRATIVE DESIGN** *(continued)*

YES  NO  MAYBE

15

**1.3b Resilient Communities: Multi-Hazard Risk/Vulnerability Assessment**

Carry out a Vulnerabilities Assessment and implement building elements designed to enable the project to adapt to, and mitigate, climate impacts given the project location, building/construction type and resident population.

0

SUBTOTAL OPTIONAL POINTS

**2. LOCATION + NEIGHBORHOOD FABRIC**

*New Construction:* All new construction projects must earn optional points under Criterion 2.8 Access to Public Transportation, **OR** earn 8 optional points through selecting one or more of the following:

- 2.7 Preservation of and Access to Open Space
- 2.9 Improving Connectivity to the Community
- 2.12 Access to Fresh, Local Foods
- 2.13 LEED for Neighborhood Development Certification
- 2.14 Local Economic Development and Community Wealth Creation

YES  NO  MAYBE

M

**2.1 Sensitive Site Protection**

Do not locate new projects, including buildings, built structures, roads or parking areas, on portions of sites that meet any of the following provisions:

1. Land within 100 feet of wetlands, including isolated wetlands or streams. Maintain or establish riparian buffer using native vegetation where possible. Bike and foot paths are allowed if at least 25 feet from the wetlands boundary.
2. Land on slope greater than 15%.
3. Land with prime soils, unique soils or soils of state significance per USDA designations.
4. Public parkland.
5. Land that is specifically identified as an existing habitat for any species on federal or state threatened or endangered lists.
6. Land that is within the Special Flood Hazard Areas (SFHA) as identified by FEMA on the Flood Insurance Rate Map.

YES  NO  MAYBE

M

**2.2 Connections to Existing Development and Infrastructure** *(Except for projects located on rural tribal lands, in colonias communities, or in communities with populations of less than 10,000)*

Locate the project on a site with access to existing roads, water, sewers and other infrastructure within or contiguous to (having at least 25% of the perimeter bordering) existing development. Connect the project to the pedestrian grid.

YES  NO  MAYBE

M

**2.3 Compact Development**

At a minimum, build to the residential density (dwelling units/acre) of the census block group in which your project is located.

YES  NO  MAYBE

5 or 7

**2.4 Compact Development**

Exceed the residential density (dwelling units/acre) of the census block group in which your project is located. Exceed by 2x for [5 points]; exceed by 3x for [7 points].

5



# Pennrose, LLC

## Carrier Point II

M = MANDATORY  
# = OPTIONAL POINTS

### 2015 Enterprise Green Communities Criteria Checklist Preliminary - 11/18/2019

This checklist provides an overview of the technical requirements within the Enterprise Green Communities Criteria. **To achieve Enterprise Green Communities Certification, all projects must achieve compliance with the Criteria mandatory measures applicable to that construction type. Additionally, New Construction projects must achieve 35 optional points, Substantial Rehab projects must achieve 30 optional points, and Moderate Rehab projects must also achieve 30 optional points.**

#### 1. INTEGRATIVE DESIGN

YES  NO  MAYBE

M

##### 1.1a Goal Setting

Develop an integrative design process that works best for your project team and intentions. At minimum, document:

1. A statement of the overall green development goals of the project and the expected intended outcomes from addressing those goals.
2. A summary of the integrative process that was used to select the green building strategies, systems and materials that will be incorporated into the project.
3. A description of how progress and success against these goals will be measured throughout the completion of design, construction and operation to ensure that the green features are included and correctly installed.

YES  NO  MAYBE

M

##### 1.1b Criteria Documentation

Create design and construction documentation to include information on implementation of appropriate Enterprise Green Communities Criteria.

YES  NO  MAYBE

9

##### 1.1c Designing for Project Performance

Identify how the expected performance of your project compares to the actual performance of other projects in your portfolio and/or community.

YES  NO  MAYBE

M

##### 1.2a Resident Health and Well-Being: Design for Health

Identify potential resident health factors and design your project to address resident health and well-being by using the matrix provided on pages 22 and 23.

YES  NO  MAYBE

12

##### 1.2b Resident Health and Well-Being: Health Action Plan

At pre-design and continuing throughout the project life cycle, collaborate with public health professionals and community stakeholders to assess, identify, implement and monitor achievable actions to enhance health-promoting features of the project and minimize features that could present health risks. Specifically, create a Health Action Plan and integrate the selected interventions and a plan for monitoring and evaluating progress per the full criterion.

YES  NO  MAYBE

M

##### 1.3a Resilient Communities: Design for Resilience *(New Construction and Substantial Rehab only)*

Given your project building type, location and expected resident population, identify a project characteristic that would most likely impact your project's ability to withstand an unexpected weather event or loss of power. Select at least one criterion from the given list that would help mitigate that impact, and incorporate this within your project plans and design. Include a short narrative providing your rationale for selecting this criterion above the others.

5.2a



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### Appendix A – Supplementary tables for Section 5

5. Dwelling-Unit Duct Design			
5.2 Room-by-room design airflows documented below (which should sum to the mode with the higher Design HVAC fan airflow) <sup>33, 34</sup>			
Name of the unit plan:		Name of the unit plan:	
Design HVAC fan airflow: <sup>35</sup> Cooling mode _____ CFM Heating mode _____ CFM		Design HVAC fan airflow: <sup>35</sup> Cooling mode _____ CFM Heating mode _____ CFM	
Design HVAC fan speed setting (e.g., low, medium, high): <sup>36</sup> Cooling mode _____ Heating mode _____		Design HVAC fan speed setting (e.g., low, medium, high): <sup>36</sup> Cooling mode _____ Heating mode _____	
Design total external static pressure (corresponding to the mode with the higher airflow above): <sup>37</sup> _____ IWC		Design total external static pressure (corresponding to the mode with the higher airflow above): <sup>37</sup> _____ IWC	
Room Name	Design Airflow (CFM)	Room Name	Design Airflow (CFM)
1		1	
2		2	
3		3	
4		4	
5		5	
6		6	
7		7	
8		8	
9		9	
10		10	
Total for all rooms		Total for all rooms	
Name of the unit plan:		Name of the unit plan:	
Design HVAC fan airflow: <sup>35</sup> Cooling mode _____ CFM Heating mode _____ CFM		Design HVAC fan airflow: <sup>35</sup> Cooling mode _____ CFM Heating mode _____ CFM	
Design HVAC fan speed setting (e.g., low, medium, high): <sup>36</sup> Cooling mode _____ Heating mode _____		Design HVAC fan speed setting (e.g., low, medium, high): <sup>36</sup> Cooling mode _____ Heating mode _____	
Design total external static pressure (corresponding to the mode with the higher airflow above): <sup>37</sup> _____ IWC		Design total external static pressure (corresponding to the mode with the higher airflow above): <sup>37</sup> _____ IWC	
Room Name	Design Airflow (CFM)	Room Name	Design Airflow (CFM)
1		1	
2		2	
3		3	
4		4	
5		5	
6		6	
7		7	
8		8	
9		9	
10		10	
Total for all rooms		Total for all rooms	



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### Appendix A – Supplementary tables for Section 4

4. Heating & Cooling Equipment Selection							
<b>Cooling Equipment</b> (Complete all applicable items; otherwise check "N/A")							<input type="checkbox"/> N/A
List Cooling Equipment ID in the spaces to the right:							
4.4 Equipment type: (PTAC / AC, Chiller / CT, PTHP / WLHP / GSHP / ASHP / VRF)							
4.5 Area / Space(s) that system serves:							
4.6 Chiller / condenser / outdoor unit manufacturer:							
4.7 Chiller / condenser / outdoor unit model #:							
4.8 Evaporator / indoor unit manufacturer:							
4.9 Evaporator / indoor unit model #:							
4.10 AHRI reference #: <sup>28</sup>							
4.11 AHRI listed efficiency:							
4.12 Evaporator fan type: PSC, ECM / ICM Other:							
4.13 Compressor speed: Single, Two, Variable							
4.14 Turn down ratio (for variable speed equipment):							
4.15 Latent capacity at design conditions (kBtuh): <sup>29</sup>							
4.16 Sensible capacity at design conditions (kBtuh): <sup>29</sup>							
4.17 Total capacity at design conditions (kBtuh): <sup>29</sup>							
4.18 Cooling sizing % = Total capacity (Item 4.17) divided by Total Heat Gain of space(s) in Item 4.5:							
4.19 Meets cooling sizing limit: (A, B, C, D or N/A) <sup>19</sup>							
4.20 If "B", list Load sensible heat ratio = Max. sensible heat gain (Item 3.14) / Max. total heat gain (Item 3.16): <sup>30</sup>							
4.21 If "B", calculate HDD / CDD ratio: <sup>30</sup>							
Equipment Type & Climate Condition	<b>Compressor Type (Per Item 4.13)</b>						
	Single-Speed	Two-Speed	Variable-Speed				
A: For Cooling-Only Equipment or For Cooling Mode of Heat Pump in Condition A Climate <sup>30</sup>	Recommended: 90 – 115% Allowed: 90 – 130%	Recommended: 90 – 120% Allowed: 90 – 140%	Recommended: 90 – 130% Allowed: 90 – 160%				
B: For Cooling Mode of Heat Pump in Condition B Climate <sup>30</sup>	90% - 100%, plus 15 kBtuh	90% - 100%, plus 15 kBtuh	90% - 100%, plus 15 kBtuh				
C: For low-load spaces (≤15 kBtuh) <sup>31</sup>	≤ 20 kBtuh						
D: For low-load spaces (≤18 kBtuh) <sup>31</sup>		≤ 25 kBtuh	≤ 25 kBtuh				
<b>Heating Equipment</b> (Complete all applicable items; otherwise check "N/A")							<input type="checkbox"/> N/A
List Heating Equipment ID in the spaces to the right:							
4.22 Electric equipment type: PTHP, WLHP, GSHP, ASHP, VRF, Boiler, Furnace, Electric Resistance							
4.23 Gas Equipment type: HW PTAC / fan coil, Gas-Fired PTAC, Boiler, Furnace							
4.24 Area / Space(s) that system serves:							
4.25 Manufacturer & model:							
4.26 Listed efficiency:							
4.27 Equipment output capacity:							
4.28 Air-source heat pump output capacity (17°F):							
4.29 Type of Venting: Natural Draft, Mechanically Drafted, Direct Vent <sup>32</sup>							
4.30 Furnace heating sizing % = Total capacity (Item 4.27) divided by Total Heat Loss of space(s) in Item 4.24:							
4.31 Meets furnace sizing limit: (A, B, C, or N/A)							
A: For low-load spaces (≤ 10 kBtuh), furnace output capacity is ≤ 40 kBtuh							
B: When Used for Heating Only		C: When Paired With Cooling					
100 – 400%		Recommended: 100 – 140%    Allowed: 100 – 400%					







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### Appendix A – Supplementary tables for Section 2 and 3

2a. Dwelling Unit & Common Space Mechanical Ventilation Design <sup>2, 3</sup>						
<b>List unique unit plan for which 62.2 ventilation rates were calculated in the spaces to the right:</b>						
2.4 # of bedrooms:						
2.5 Square footage:						
2.6 Ventilation airflow rate required by ASHRAE 62.2:						
2.7 Ventilation airflow rate designed:						
2.7.1 If applicable, run-time per cycle (minutes):						
2.7.2 If applicable, cycle time (minutes):						

<b>List common space for which 62.1 ventilation rates were calculated in the spaces to the right:</b>						
2.8 Ventilation airflow rate required by ASHRAE 62.1:						
2.9 Ventilation airflow rate designed:						

System Type & Controls:						
List Ventilation System ID in the spaces to the right:						
2.10 Specified system type: (e.g., supply, exhaust, balanced, ERV, HRV)						
2.11 Specified system type: (e.g., in-unit, central)						
2.12 Manufacturer:						
2.13 Model Number:						
2.14 Area / space(s) that system serves: (e.g., Unit A kitchens, corridor, community room)						
2.15 Specified control location: (e.g., Master bath, utility)						

3. Heating & Cooling Loads						
<b>Dwelling Unit Heating &amp; Cooling Loads</b> (only required for ducted split AC, unitary AC, ASHP, WSHP, GSHP, and furnaces) <sup>19</sup> <input type="checkbox"/> N/A						
<b>List the unit plan for which Loads were calculated:</b>						
3.5 Location of Unit: top, mid, bottom, corner, interior						
3.6 Number of occupants used in loads: <sup>21, 24</sup>						
3.7 Total occupant gains (Btuh): <sup>21</sup>						
3.8 Conditioned floor area used in loads: <sup>21</sup>						
3.9 Window area used in loads: <sup>21</sup>						
3.10 Predominant window SHGC used in loads: <sup>21, 25</sup>						
3.11 Infiltration (ACH / ACH50) used in loads: <sup>26</sup>						
3.12 Mechanical ventilation (CFM) used in loads:						
3.13 Non-occupant Internal gains (appliance, equipment and lighting) used in loads (Btuh): <sup>21</sup>						
3.14 Sensible Heat Gain At Design Conditions (kBtuh): <sup>21</sup>						
3.15 Latent Heat Gain At Design Conditions (kBtuh):						
3.16 Total Heat Gain at Design Conditions (kBtuh): <sup>21</sup>						
3.17 Total Heat Loss at Design Conditions (kBtuh):						



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28. If an AHRI Reference # is not available, OEM-provided documentation shall be attached with the rated efficiency of the specific combination of indoor and outdoor components of the air conditioner or heat pump, along with confirmation that the two components are designed to be used together.
29. Capacity will be listed as the capacity at design conditions, from OEM expanded performance data, and shall include the capacity of all systems providing space cooling to the dwelling unit.
30. Per ACCA Manual S, Second Edition, if the load sensible heat ratio is  $\geq 95\%$  and the HDD / CDD ratio is  $\geq 2.0$ , then the Climate is Condition B, otherwise it is Condition A.
31. As an alternative for low-load dwelling units, a system match-up including a single-speed compressor with a total capacity  $\leq 20$  kBtuh is permitted to be used in spaces with a total cooling load  $\leq 15$  kBtuh. A system match-up including a two-speed or variable-speed compressor with a total capacity  $\leq 25$  kBtuh is permitted to be used in spaces with a total cooling load  $\leq 18$  kBtuh.
32. Per the 2009 International Mechanical Code, a direct-vent furnace or boiler is one that is constructed and installed so that all air for combustion is derived from the outdoor atmosphere and all flue gases are discharged to the outside atmosphere; a mechanical draft system is a venting system designed to remove flue or vent gases by mechanical means consisting of an induced draft portion under non-positive static pressure or a forced draft portion under positive static pressure; and a natural draft system is a venting system designed to remove flue or vent gases under non-positive static vent pressure entirely by natural draft. Naturally drafted equipment is only allowed if located in a space outside the pressure boundary, where the envelope assemblies separating it from conditioned space are insulated and air-sealed.
33. Designers may provide supplemental documentation with room-by-room and total design airflows in lieu of completing Item 5.5. Sample supplemental documentation can be found at [energystar.gov/newhomeshvacdesign](http://energystar.gov/newhomeshvacdesign).
34. Orientation-specific room-by-room design airflows are recommended, but not required, to distribute airflow proportional to load, thereby improving comfort and efficiency.
35. Design HVAC fan airflow is the design airflow for the blower in CFM, as determined using the manufacturer's expanded performance data.
36. Design HVAC fan speed setting is the fan speed setting on the control board (e.g., low, medium, high) that corresponds with the Design HVAC fan airflow.
37. Design total external static pressure is the pressure corresponding to the Design HVAC fan airflow, inclusive of external components (e.g., evaporator coil, whole-house humidifier, or  $\geq$  MERV 6 filter).
38. Kinks are to be avoided and are caused when ducts are bent across sharp corners such as framing members. Sharp bends are to be avoided and occur when the radius of the turn in the duct is less than one duct diameter. Compression is to be avoided and occurs when flexible ducts in unconditioned space are installed in cavities smaller than the outer duct diameter and ducts in conditioned space are installed in cavities smaller than inner duct diameter. Ducts shall not include coils or loops except to the extent needed for acoustical control.
39. Item 6.3 does not apply to ducts that are a part of local mechanical exhaust or exhaust-only dwelling-unit ventilation systems. EPA recommends, but does not require, that all metal ductwork not encompassed by Section 6 (e.g., exhaust ducts, duct boots, ducts in conditioned space) also be insulated and that insulation be sealed to duct boots to prevent condensation.
40. Item 6.5 only applies to heating, cooling, and balanced ventilation ducts that only serve one dwelling unit. Duct leakage testing is not required if the ducts and air handler are in conditioned space and the total supply duct length of the system, including all supply trunks and branches, is  $\leq 10$  ft. For balanced ventilation ducts that are not connected to space heating or cooling systems, a Rater is permitted to visually verify, in lieu of duct leakage testing, that all seams and connections are sealed with mastic or metal tape and all duct boots are sealed to floor, wall, or ceiling using caulk, foam, or mastic tape.
41. Duct leakage shall be determined and documented by a Rater in accordance with ANSI / RESNET / ICC Std. 380. Leakage limits shall be assessed on a per-system, rather than per-dwelling unit, basis. For a duct system with one or two returns, the total Rater-measured duct leakage is permitted to be the greater of  $\leq 4$  CFM25 per 100 ft<sup>2</sup> of CFA or  $\leq 40$  CFM25 at 'rough-in' or the greater of  $\leq 8$  CFM25 per 100 ft<sup>2</sup> of CFA or  $\leq 8$  CFM25 at 'final'. For a duct system with three or more returns, the total Rater-measured duct leakage is permitted to be the greater of  $\leq 6$  CFM25 per 100 ft<sup>2</sup> of CFA or  $\leq 60$  CFM25 at 'rough-in' or the greater of  $\leq 12$  CFM25 per 100 ft<sup>2</sup> of CFA or  $\leq 120$  CFM25 at 'final'. For a duct system without any ducted returns, the total Rater-measured duct leakage is permitted to be the greater of  $\leq 3$  CFM25 per 100 ft<sup>2</sup> of CFA or  $\leq 30$  CFM25 at 'rough-in' or the greater of  $\leq 6$  CFM25 per 100 ft<sup>2</sup> of CFA or  $\leq 60$  CFM25 at 'final' and, the Rater-measured pressure difference between the space containing the air handler and the conditioned space, with the air handler running at high speed, is  $\leq 5$  Pa. For systems  $> 1$  ton, increase by 1 Pa per half ton.
42. Exhaust fan flow shall be the lesser of the rated fan flow and at rough-in, 133% of the sum of the design airflow of the dwelling units that are exhausted by that central fan or at final, 143% of the sum of the design airflow of the dwelling units that are exhausted by that central fan.



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**5. Dwelling Unit Duct Design** (Complete if heating or cooling equipment will be installed with ducts; otherwise check "N/A")  N/A

5.1 Duct system designed for the equipment selected in Section 4, per  ACCA Manual D  Other: \_\_\_\_\_

5.2 Room-by-room design airflows documented below (which should sum to the mode with the higher Design HVAC fan airflow) <sup>6, 33, 34</sup>

Name of the unit plan: _____		Name of the unit plan: _____	
Design HVAC fan airflow: <sup>35</sup> Cooling mode _____ CFM Heating mode _____ CFM		Design HVAC fan airflow: <sup>35</sup> Cooling mode _____ CFM Heating mode _____ CFM	
Design HVAC fan speed setting (e.g., low, medium, high): <sup>36</sup> Cooling mode _____ Heating mode _____		Design HVAC fan speed setting (e.g., low, medium, high): <sup>36</sup> Cooling mode _____ Heating mode _____	
Design total external static pressure (corresponding to the mode with the higher airflow above): <sup>37</sup> _____ IWC		Design total external static pressure (corresponding to the mode with the higher airflow above): <sup>37</sup> _____ IWC	
Room Name	Design Airflow (CFM)	Room Name	Design Airflow (CFM)
1		1	
2		2	
3		3	
4		4	
5		5	
6		6	
7		7	
8		8	
9		9	
10		10	
Total for all rooms		Total for all rooms	

**6. Duct Quality Installation - Applies to Heating, Cooling, Ventilation, Exhaust, & Pressure Balancing Ducts, Unless Noted in Footnote**

6.1 All duct quality installation requirements below have been included where applicable in the HVAC Design

6.2 Ductwork specified without kinks, sharp bends, compressions, or excessive coiled flexible ductwork <sup>38</sup>

6.3 All supply and return ducts not in conditioned space, including connections to trunk ducts, are insulated to  $\geq$  R-6 <sup>39</sup>

6.3.1 Prescriptive Path: Dwelling unit ductwork meets the location and insulation requirements specified in the ENERGY STAR MF Reference Design

**Dwelling Unit**

6.4 At least one MERV 6 or higher filter specified for each ducted mechanical system serving an individual dwelling unit and is in a location that facilitates access and regular service by the occupant or building owner. Filter access panel specified with a gasket or comparable sealing mechanism. All return air and mechanically supplied outdoor air designed to pass through filter prior to conditioning

6.5 Ductwork air-sealing specified such that Rater-measured total duct leakage is  $\leq$  4 CFM25 per 100 ft<sup>2</sup> of CFA at rough-in or  $\leq$  8 CFM25 per 100 ft<sup>2</sup> at final, or if there are no ducted returns,  $\leq$  3 CFM25 per 100 ft<sup>2</sup> of CFA at rough-in or  $\leq$  6 CFM25 per 100 ft<sup>2</sup> at final. <sup>40</sup> Additionally, for Townhouses only, Rater-measured duct leakage to outdoors is  $\leq$  4 CFM25 per 100 ft<sup>2</sup> of CFA or  $\leq$  40 CFM25 <sup>41</sup>

6.6 Bedrooms with a design supply airflow  $\geq$  150 CFM (as reported in Item 5.2) are specified with any combination of transfer grilles, jump ducts, dedicated return ducts, and/or undercut doors to achieve a Rater-measured pressure differential  $\geq$  - 5 Pa and  $\leq$  5 Pa with respect to the main body of the dwelling unit when all air handlers are operating

**Common Space**

6.7 Duct design specifies that all supply, return, and exhaust ductwork and all plenums shall be sealed at all transverse joints, longitudinal seams, and duct wall penetrations

6.8 Central exhaust systems (that serve four or more dwelling units): Ductwork air-sealing specified such that measured duct leakage does not exceed 25% of exhaust fan flow at rough-in (e.g., including trunks, branches, and take-offs) or 30% of exhaust fan flow at final (e.g., inclusive of all ductwork between the fan and the grilles) <sup>42</sup>



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20. Select "2013 / 2017 ASHRAE Fundamentals" if using Chapter 17 of the 2013 or 2017 ASHRAE Handbook of Fundamentals. Select "Other per AHJ" if the Authority Having Jurisdiction where the unit will be certified mandates the use of a load calculation methodology other than Unabridged ACCA Manual J v8 or 2013 ASHRAE Fundamentals.
21. Check the box for "unit-specific design" if the design was created for the specific plan configuration (i.e., elevation, option, orientation, and county) of the unit to be certified. Check the box for "group design" if designs were created for unit plans that are repeated throughout the project / building with potentially different configurations (i.e., different elevations and/or orientations). Check the box for "worst-case design" if loads for the unit with the largest heat gain in the project / building are less than 18 kBtuh and are being used to represent all other units. Only one box may be checked. Regardless of the box checked, the system design as documented on this HVAC Design Report must fall within the following tolerances for the unit to be certified:
- Item 3.4: The outdoor design temperature used in loads are within the limits defined at [energystar.gov/hvacdesigntemps](http://energystar.gov/hvacdesigntemps).
  - Item 3.6: The number of occupants used in loads is within  $\pm 2$  of the dwelling unit to be certified.
  - Item 3.7: Total occupant gains used in loads shall not exceed 645 Btuh per occupant.
  - Item 3.8: The conditioned floor area used in loads is between 100 ft<sup>2</sup> smaller and 300 ft<sup>2</sup> larger than the dwelling unit to be certified.
  - Item 3.9: The window area used in loads is between 15 ft<sup>2</sup> smaller and 60 ft<sup>2</sup> larger than the dwelling unit to be certified, or for dwelling units with > 500 ft<sup>2</sup> of window area, between 3% smaller and 12% larger.
  - Item 3.10: The predominant window SHGC is within 0.1 of the predominant value in the dwelling unit to be certified.
  - Item 3.12: The mechanical ventilation rate used in loads is the same as the value in Section 2a for the given unit plan.
  - Item 3.13: The sum of the internal gains associated with lighting and appliances used in loads shall not exceed 3,600 Btuh.
  - Items 3.14 & 3.16: The sensible & total heat gain are documented for the orientation of the dwelling unit to be certified.
  - Item 4.18: The cooling sizing % is within the cooling sizing limit selected.

Provide the National HVAC Design Report to the party you are providing these design services to (i.e., a builder / developer, Functional Testing Agent (FT Agent), and/or MEP / credentialed HVAC contractor) and to the Rater. The report is only required to be provided once per project / building. As long as a report has been provided that falls within these tolerances for the units to be certified, no additional work is required. However, if no report falls within these tolerances or if any aspect of the system design changes, then an additional report will need to be generated prior to certification.

Visit [energystar.gov/hvacdesign](http://energystar.gov/hvacdesign) for a tool to assist with group designs and for more information.

22. For each unique unit floorplan, determine the orientation with the largest and smallest Total Heat Gain. Orientation represents the direction that the front door of the dwelling unit is facing. The designer is only required to document the loads for the orientation(s) that the dwelling unit might be built in. For example, if a unit plan will only be built in a specific orientation (e.g., facing South), then the designer only needs to document the loads for this one orientation. Verify that the difference in Total Heat Gain between the orientation with the largest and smallest value is  $\leq 6$  kBtuh. If not, then treat that orientation as a unique unit plan.
23. Visit [energystar.gov/hvacdesigntemps](http://energystar.gov/hvacdesigntemps) for the maximum cooling season design temperature and minimum heating season design temperature permitted for ENERGY STAR. For "County & State, or US Territory, selected", select the County and State or US Territory (i.e., Guam, Northern Mariana Islands, Puerto Rico, or US Virgin Islands), where the unit is to be certified. The same design report is permitted to be used in other counties, as long as the design temperature limits in those other counties meet or exceed the cooling and heating season temperature limits for the county selected. For example, if Fauquier County, VA, is used for the load calculations, with a 1% cooling temperature limit of 93°F, then the same report could be used in Fairfax County (which has a higher limit of 94°F) but not in Arlington County (which has a lower limit of 92°F). If a jurisdiction-specified design temperature is used that exceeds the limit in the ENERGY STAR Certified Homes Design Temperature Limit Reference Guide, designers must submit a Design Temperature Exception Request. Visit [energystar.gov/hvacdesigntemps](http://energystar.gov/hvacdesigntemps) for a copy of this form.
24. To determine the number of occupants among all HVAC systems in the dwelling unit, calculate the number of bedrooms, as defined below, and add one. This number of occupants must be within  $\pm 2$  of the dwelling unit to be certified.
- A bedroom is defined by ANSI / RESNET / ICC Standard 301-2014 as a room or space 70 ft<sup>2</sup> or greater size, with egress window and closet, used or intended to be used for sleeping. A "den", "library", or "home office" with a closet, egress window, and 70 ft<sup>2</sup> or greater size or other similar rooms shall count as a bedroom, but living rooms and foyers shall not.
- An egress window, as defined in 2009 IRC section R310, shall refer to any operable window that provides for a means of escape and access for rescue in the event of an emergency. The egress window definition has been summarized for convenience. The egress window shall:
- have a sill height of not more than 44 inches above the floor; AND
  - have a minimum net clear opening of 5.7 ft<sup>2</sup>; AND
  - have a minimum net clear opening height of 24 in.; AND
  - have a minimum net clear opening width of 20 in.; AND
  - be operational from the inside of the room without the use of keys, tools or special knowledge.
25. "Predominant" is defined as the SHGC value used in the greatest amount of window area in the dwelling unit.
26. Infiltration rate shall use "Tight" values for the cooling season infiltration rate and "Tight" values for the heating season infiltration rate, as defined by Table 5A or 5B of ACCA Manual J, Eighth Edition, Version Two. Alternatively, infiltration rate shall not exceed 0.24 air changes per hour.
27. Equipment shall be selected using the maximum total heat gain and the total heat loss in Section 3 per ACCA Manual S, Second Edition, except that cooling ranges above ACCA Manual S limits are temporarily allowed, per Item 4.19.



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### Footnotes:

1. This report shall represent system design for all unique unit plans and common spaces. The term 'common space' refers to any spaces on the property that serve a function in support of the residential part of the building that is not part of a dwelling or sleeping unit. This includes spaces used by residents, such as corridors, stairs, lobbies, laundry rooms, exercise rooms, residential recreation rooms, or parking garages used exclusively by residents, building staff, and their guests. This also includes offices used by building management, administration or maintenance and all special use areas located on the property to serve and support the residents such as day-care facilities, gyms, dining halls, etc. This report is designed to meet ASHRAE 62.1-2010 / 2013, ASHRAE 62.2-2010 / 2013, and ANSI / ACCA's 5 QI-2015 protocol, thereby improving the performance of HVAC equipment in new multifamily buildings when compared to multifamily buildings built to minimum code. However, these features alone cannot prevent all ventilation, indoor air quality, and HVAC problems (e.g., those caused by a lack of maintenance or occupant behavior). Therefore, system designs documented through the use of this report are not a guarantee of proper ventilation, indoor air quality, or HVAC performance.
2. The dwelling-unit mechanical ventilation system shall have at least one supply or exhaust fan with associated ducts and controls. Local exhaust fans are allowed to be part of a dwelling-unit mechanical ventilation system. Designers may provide supplemental documentation as needed to document the system design.
3. In "Warm-Humid" climates as defined by 2009 IECC Figure 301.1 (i.e., CZ 1 and portions of CZ 2 and 3A below the white line), it is recommended, but not required, that equipment be specified with sufficient latent capacity to maintain indoor relative humidity at  $\leq 60\%$ .
4. Airflow design rates and run-times shall be determined using ASHRAE 62.2-2010 or later. Designers are permitted, but not required, to use published addenda and/or the 2013 version of the standard to assess compliance.
5. Airflow design rates shall be determined using ASHRAE 62.1-2010 or later. Designers are permitted, but not required, to use published addenda and/or the 2013 version of the standard to assess compliance.
6. If the tables provided cannot accommodate all the unit plans, spaces, or systems in the project, use the tables in Appendix A to supplement the Design Report.
7. In addition, consult manufacturer requirements to ensure return air temperature requirements are met.
8. Dwelling-unit mechanical ventilation fans shall be rated for sound at no less than the airflow rate in Item 2.7. Fans exempted from this requirement include HVAC air handler fans, remote-mounted fans, and intermittent fans rated  $\geq 400$  CFM. To be considered for this exemption, a remote-mounted fan must be mounted outside the habitable spaces, bathrooms, toilets, and hallways and there shall be  $\geq 4$  ft. ductwork between the fan and intake grill. Per ASHRAE 62.2-2010, habitable spaces are intended for continual human occupancy; such space generally includes areas used for living, sleeping, dining, and cooking but does not generally include bathrooms, toilets, hallways, storage areas, closets, or utility rooms.
9. Bathroom fans with a rated flow rate  $\geq 500$  CFM are exempted from the requirement to be ENERGY STAR certified.
10. EPA requires rodent / insect screens with  $< 0.5$  inch mesh to be installed at ventilation air inlets. Without proper maintenance, ventilation air inlet screens often become filled with debris. Therefore, EPA recommends, but does not require, that these ventilation air inlets be located so as to facilitate access and regular service by the building maintenance staff.
11. Continuous bathroom local mechanical exhaust fans shall be rated for sound at no less than the design airflow rate. Intermittent bathroom and both intermittent and continuous kitchen local mechanical exhaust fans are recommended, but not required, to be rated for sound at no less than the design airflow rate. Per ASHRAE 62.2-2010, an exhaust system is one or more fans that remove air from the building, causing outdoor air to enter by ventilation inlets or normal leakage paths through the building envelope (e.g., bath exhaust fans, range hoods, clothes dryers). Per ASHRAE 62.2-2010, a bathroom is any room containing a bathtub, shower, spa, or similar source of moisture.
12. An intermittent mechanical exhaust system, where provided, shall be designed to operate as needed by the occupant. Control devices shall not impede occupant control in intermittent systems.
13. Kitchen volume shall be determined by drawing the smallest possible rectangle on the floor plan that encompasses all cabinets, pantries, islands, peninsulas, ranges / ovens, and the kitchen exhaust fan, and multiplying by the average ceiling height for this area. In addition, the continuous kitchen exhaust rate shall be  $\geq 25$  CFM, per 2009 IRC Table M1507.3, regardless of the rate calculated using the kitchen volume. Cabinet volume shall be included in the kitchen volume.
14. While not required, the prescriptive duct sizing requirements in Table 5.3 of ASHRAE 62.2-2010 are recommended to be used for kitchen exhaust fans based upon the rated airflow of the fan at 0.25 IWC.
15. As an alternative, dwelling units are permitted to use a continuous kitchen exhaust rate of 25 CFM per 2009 IRC Table M1507.3, if they are either a) PHIUS+ or PHI certified, or b) provide both dwelling unit ventilation and local mechanical kitchen exhaust using a balanced system, and have a Rater-verified whole-building infiltration rate  $\leq 0.05$  CFM50 per  $\text{ft}^2$  of Enclosure Area, and a Rater-verified dwelling unit compartmentalization rate  $\leq 0.30$  CFM50 per  $\text{ft}^2$  of Enclosure Area if multiple dwelling units are present in the building. 'Enclosure Area' is defined as the area of the surfaces that bound the volume being pressurized / depressurized during the test.
16. All intermittent kitchen exhaust fans must be capable of exhausting at least 100 CFM. In addition, if the fan is not part of a vented range hood or appliance-range hood combination (i.e., if the fan is not integrated with the range), then it must also be capable of exhausting  $\geq 5$  ACH, based on the kitchen volume.
17. For continuous system operation, the lower rate may be used. Otherwise, use the higher rate. Commercial kitchens shall be designed to provide a minimum continuous rate of 0.70 cfm/ $\text{ft}^2$ .
18. As an alternative, for a toilet room intended to be occupied by one person at a time, a minimum continuous rate of 25 cfm is permitted.
19. This section / item applies to split air conditioners, unitary air conditioners, air-source heat pumps, and water-source (i.e., geothermal) heat pumps up to 65 kBtu/h with forced-air distribution systems and to furnaces up to 225 kBtu/h with forced-air distribution system serving individual dwelling units. Forced-air distribution systems are those that supply air through ductwork exceeding 0 ft. in length. This section / item therefore does not apply to non-ducted systems, such as non-ducted mini-splits, multi-splits, PTHP's, or PTAC's.



# National HVAC Design Report <sup>1</sup>

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<b>Heating Equipment</b> <sup>6</sup> (Complete all applicable items; otherwise check "N/A")								<input type="checkbox"/> N/A
List Heating Equipment ID in the spaces to the right:								
4.22 Electric equipment type: PTHP, WLHP, GSHP, ASHP, VRF, Boiler, Furnace, Electric Resistance								
4.23 Gas Equipment type: HW PTAC / fan coil, Gas-Fired PTAC, Boiler, Furnace								
4.24 Area / Space(s) that system serves:								
4.25 Manufacturer & model:								
4.26 Listed efficiency:								
4.27 Equipment output capacity:								
4.28 Air-source heat pump output capacity (17°F):								
4.29 Type of Venting: Natural Draft, Mechanically Drafted, Direct Vent <sup>32</sup>								
4.30 Furnace heating sizing % = Total capacity (Item 4.27) divided by Total Heat Loss of space(s) in Item 4.24:								
4.31 Meets furnace sizing limit: (see below for A, B, C, or N/A)								
A: For low-load spaces (≤ 10 kBtuh), furnace output capacity is ≤ 40 kBtuh								
B: When Used for Heating Only				C: When Paired With Cooling				
100 – 400%				Recommended: 100 – 140%		Allowed: 100 – 400%		
<b>Equipment Controls</b>								
4.32 All equipment controls below have been included where applicable in the HVAC Design								<input type="checkbox"/>
4.33 All heating and cooling systems serving a dwelling unit shall have thermostatic controls within the dwelling unit which are not located on exterior walls								
4.33.1 Prescriptive Path: Dwelling unit thermostats are programmable								<input type="checkbox"/>
4.34 Stair and elevator shaft vents shall be equipped with motorized dampers that are capable of being automatically closed during normal building operation and are interlocked to open as required by fire and smoke detection systems								
4.35 Freeze protection systems, such as heat tracing of piping and heat exchangers, including self-regulating heat tracing, and garage / plenum heaters shall include automatic controls capable of shutting off the systems when pipe wall or garage / plenum temperatures are above 40°F. Where heat tracing is specified for freeze protection, controls must be based on pipe wall temperature and a minimum of R-3 pipe insulation is also required								
4.36 Snow- and ice-melting systems shall include automatic controls capable of shutting off the systems when the pavement temperature is above 50°F and no precipitation is falling, and an automatic or manual control that will allow shutoff when the outdoor temperature is above 40°F so that the potential for snow or ice accumulation is negligible								
<b>Hydronic Distribution</b>								<input type="checkbox"/> N/A
4.37 All hydronic distribution requirements below have been included where applicable in the HVAC Design								<input type="checkbox"/>
4.38 All terminal heating and cooling distribution equipment must be separated from the riser or distribution loop by a control valve or terminal distribution pump, so that heated or cooled fluid is not delivered to the dwelling unit distribution equipment when there is no call from the thermostat								
4.39 Terminal units must be equipped with pressure independent balancing valves or pressure independent control valves								
4.40 Piping of a heating or cooling system (e.g., steam, hot or chilled water, brine, refrigerant) shall be thermally insulated in accordance with ASHRAE 90.1-2007, Table 6.8.3. Construction documents must account for piping total thickness including required insulation when passing through planks or any other penetrations and shall specify that the piping must be inspected before access is covered up:								
Heating System: Pipe size: ___ inches    Insulation thickness: ___ inches    Pipe size: ___ inches    Insulation thickness: ___ inches								
Cooling System: Pipe size: ___ inches    Insulation thickness: ___ inches    Pipe size: ___ inches    Insulation thickness: ___ inches								
4.41 For circulating pumps serving hydronic heating or cooling systems with three-phase motors, 1 horse-power or larger, motors shall meet or exceed efficiency standards for NEMA Premium™ motors. If 5 horse-power or larger, must also be specified with variable frequency drives								



# National HVAC Design Report <sup>1</sup>

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**3.19 Building Heating & Cooling Loads** <sup>6</sup> (only required when shared systems such as central boilers or chillers are specified)  N/A

System Name: \_\_\_\_\_ Design Conditions: Total Heat Gain: \_\_\_\_\_ (kBtuh) Total Heat Loss: \_\_\_\_\_ (kBtuh)

System Name: \_\_\_\_\_ Design Conditions: Total Heat Gain: \_\_\_\_\_ (kBtuh) Total Heat Loss: \_\_\_\_\_ (kBtuh)

**4. Heating & Cooling Equipment Selection**

4.1 Equipment selected per ACCA Manual S (see Footnote 27)

4.2 Prescriptive Path: Equipment serving dwelling units and common spaces meet the efficiency levels specified in the Exhibit X of the National Rater Field Checklist. Electric resistance heating is not specified in dwelling units   N/A

4.3 ERI Path: Equipment serving common spaces but not serving dwelling units meet the efficiency levels specified in the Exhibit X of the National Rater Field Checklist. Also see Exhibit X for restrictions on electric resistance   N/A

**Cooling Equipment** <sup>6</sup> (Complete all applicable items; otherwise check "N/A")  N/A

List Cooling Equipment ID in the spaces to the right:

4.4 Equipment type: (e.g., PTAC / AC, Chiller / CT, PTHP / WLHP / GSHP / ASHP / VRF)

4.5 Area / Space(s) that system serves:

4.6 Chiller / condenser / outdoor unit manufacturer:

4.7 Chiller / condenser / outdoor unit model #:

4.8 Evaporator / indoor unit manufacturer:

4.9 Evaporator / indoor unit model #:

4.10 AHRI reference #: <sup>28</sup>

4.11 AHRI listed efficiency:

4.12 Evaporator fan type: PSC, ECM / ICM Other:

4.13 Compressor speed: Single, Two, Variable

4.14 Turn down ratio (for variable speed equipment):

4.15 Latent capacity at design conditions (kBtuh): <sup>29</sup>

4.16 Sensible capacity at design conditions (kBtuh): <sup>29</sup>

4.17 Total capacity at design conditions (kBtuh): <sup>29</sup>

4.18 Cooling sizing % = Total capacity (Item 4.17) divided by Total Heat Gain of space(s) in Item 4.5:

4.19 Meets cooling sizing limit: (see below for A, B, C, D or N/A) <sup>16</sup>

4.20 If "B", list Load sensible heat ratio = Max. sensible heat gain (Item 3.14) / Max. total heat gain (Item 3.16): <sup>30</sup>

4.21 If "B", calculate HDD / CDD ratio: <sup>30</sup>

Equipment Type & Climate Condition	Compressor Type (Per Item 4.13)		
	Single-Speed	Two-Speed	Variable-Speed
A: For Cooling-Only Equipment or For Cooling Mode of Heat Pump in Condition A Climate <sup>30</sup>	Recommended: 90 – 115% Allowed: 90 – 130%	Recommended: 90 – 120% Allowed: 90 – 140%	Recommended: 90 – 130% Allowed: 90 – 160%
B: For Cooling Mode of Heat Pump in Condition B Climate <sup>30</sup>	90% - 100%, plus 15 kBtuh	90% - 100%, plus 15 kBtuh	90% - 100%, plus 15 kBtuh
C: For low-load spaces (≤15 kBtuh) <sup>31</sup>	≤ 20 kBtuh		
D: For low-load spaces (≤18 kBtuh) <sup>31</sup>		≤ 25 kBtuh	≤ 25 kBtuh



# National HVAC Design Report <sup>1</sup>

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<b>Air Inlet Locations:</b> (Complete this section if system has specified air inlet location(s); otherwise check "N/A") <sup>10</sup> <span style="float: right;"><input type="checkbox"/> N/A</span>					
2.22 Inlet(s) pull ventilation air directly from outdoors and not from attic, crawlspace, garage, or adjacent dwelling unit					<input type="checkbox"/>
2.23 Inlet(s) are ≥ 2 ft. above grade or roof deck; ≥ 10 ft. of stretched-string distance from known contamination sources (e.g., stack, vent, exhaust, vehicles) not exiting the roof, and ≥ 3 ft. from dryer exhausts and sources exiting the roof					<input type="checkbox"/>
<b>2b. Dwelling Unit Local Mechanical Exhaust Design</b> – System(s) are designed that mechanically exhaust air from each dwelling unit kitchen and bathroom directly to the outdoors or to ventilation risers and meet the continuous and/or intermittent rates <sup>11</sup>					<input type="checkbox"/>
<b>Location</b>		<b>Continuous Rate</b>		<b>Intermittent Rate</b> <sup>13</sup>	
Kitchen	Airflow	≥ 5 ACH, based on kitchen volume <sup>13, 14, 15</sup>		≥ 100 CFM and, if not integrated with range, also ≥ 5 ACH based on kitchen volume <sup>13, 14, 15, 16</sup>	
	Sound	Recommended if in-unit: ≤ 1 sone		Recommended if in-unit: ≤ 3 sones	
Bathroom	Airflow	≥ 20 CFM		≥ 50 CFM	
	Sound	Required if in-unit: ≤ 2 sones		Recommended if in-unit: ≤ 3 sones	
					<input type="checkbox"/> Continuous <input type="checkbox"/> Intermittent <input type="checkbox"/> In-unit fan <input type="checkbox"/> Central / shared fan
<b>2c. Common Space Minimum Exhaust Rates</b> – System(s) are designed that mechanically exhaust air from each common space, as required by ASHRAE 62.1-2010 or 2013					<input type="checkbox"/>
<b>Location</b>		<b>ASHRAE 62.1 Rate</b>	<b>Design Rate</b>	<b>Location</b>	<b>ASHRAE 62.1 Rate</b> <b>Design Rate</b>
Janitor Room		1 cfm/ft <sup>2</sup>		Common space kitchen <sup>17</sup>	50 cfm / 100 cfm
Trash / Recycling Room		1 cfm/ft <sup>2</sup>		Common space bathroom <sup>18</sup>	50 cfm per toilet / urinal
Parking Garage		0.05 cfm/ft <sup>2</sup> , standby 0.75 cfm/ft <sup>2</sup> , full-on		<input type="checkbox"/> Garage exhaust fan controls include CO and NO2 sensors	
<b>3. Heating &amp; Cooling Loads</b>					
<b>Dwelling Unit Heating &amp; Cooling Loads</b> (only required for ducted split AC, unitary AC, ASHP, WSHP, GSHP, and furnaces) <sup>19</sup> <span style="float: right;"><input type="checkbox"/> N/A</span>					
3.1 Loads calculated using: <input type="checkbox"/> Unabridged ACCA Manual J v8 <input type="checkbox"/> 2013 / 2017 ASHRAE Fundamentals <input type="checkbox"/> Other per AHJ <sup>20</sup> Townhouses only: Loads must be calculated room-by-room.					
3.2 Check one box only to indicate whether the Dwelling Unit Loads is unit-specific or represents the design of more than one unit: <sup>21</sup> <input type="checkbox"/> Unit-specific design <input type="checkbox"/> Group design <sup>22</sup> _____ total groups for this project, representing _____ units <input type="checkbox"/> Worst-case design (If the top floor unit with the greatest CFA and window area results in total heat gain <18 kBtuh, it may represent all other units if cooling system selected for all is single-speed & <20 kBtuh or two-speed / variable-speed & <25 kBtuh)					
3.3 Indoor design temperatures used in loads are 70°F for heating and 75°F for cooling					<input type="checkbox"/>
3.4 Outdoor design temperatures used in loads: (See Footnote 23 and <a href="http://energystar.gov/hvacdesigntemps">energystar.gov/hvacdesigntemps</a> ) <sup>23</sup> County & State selected: _____ Cooling season: _____°F Heating season: _____°F					
<b>List the unit plan for which Loads were calculated:</b> <sup>6</sup>					
3.5 Location of Unit: top, mid, bottom, corner, interior					
3.6 Number of occupants used in loads: <sup>21, 24</sup>					
3.7 Total occupant gains (Btuh): <sup>21</sup>					
3.8 Conditioned floor area used in loads: <sup>21</sup>					
3.9 Window area used in loads: <sup>21</sup>					
3.10 Predominant window SHGC used in loads: <sup>21, 25</sup>					
3.11 Infiltration (ACH / ACH50 / CFM) used in loads: <sup>26</sup>					
3.12 Mechanical ventilation (CFM) used in loads: <sup>21</sup>					
3.13 Non-occupant Internal gains (appliance, equipment and lighting) used in loads (Btuh): <sup>21</sup>					
3.14 Sensible Heat Gain At Design Conditions (kBtuh): <sup>21</sup>					
3.15 Latent Heat Gain At Design Conditions (kBtuh):					
3.16 Total Heat Gain at Design Conditions (kBtuh): <sup>21</sup>					
3.17 Total Heat Loss at Design Conditions (kBtuh):					
<b>3.18 Common Space Heating &amp; Cooling Loads</b> <sup>6</sup>					
Common Space Name: _____		Design Conditions: Total Heat Gain: _____ (kBtuh)		Total Heat Loss: _____ (kBtuh)	
Common Space Name: _____		Design Conditions: Total Heat Gain: _____ (kBtuh)		Total Heat Loss: _____ (kBtuh)	
Common Space Name: _____		Design Conditions: Total Heat Gain: _____ (kBtuh)		Total Heat Loss: _____ (kBtuh)	





# National HVAC Design Report <sup>1</sup>

## ENERGY STAR Multifamily New Construction Version 1 / 1.1

<b>HVAC Designer Responsibilities:</b> <ul style="list-style-type: none"> <li>• Complete one National HVAC Design Report for each building / project, which includes system design for all unique unit plans and common spaces. <sup>1</sup></li> <li>• Obtain efficiency features (e.g., window performance, insulation levels, and infiltration rate) from the builder, architect, or Rater.</li> <li>• Provide the completed National HVAC Design Report to the Rater and the person / company completing the National HVAC Functional Testing Checklist.</li> </ul>
---

<b>1. Design Overview</b>	
1.1 Designer name: _____ Designer company: _____ Date: _____	
1.2 Select which party you are providing these design services to: <input type="checkbox"/> Builder / Developer <input type="checkbox"/> FT Agent <input type="checkbox"/> MEP / Credentialed HVAC contractor	
1.3 Name of company you are providing these design services to (if different than Item 1.1): _____	
1.4 Project address: _____ City: _____ State: _____ Zip code: _____	

2a. Dwelling Unit & Common Space Mechanical Ventilation Design <sup>2,3</sup>						Designer Verified
<b>Airflow:</b>						
2.1 Dwelling unit ventilation airflow design rate & run-time meet the requirements of Section 4 of ASHRAE 62.2 <sup>4</sup> <input type="checkbox"/> 2010 <input type="checkbox"/> 2013						<input type="checkbox"/>
2.2 Common space outdoor airflow design rate meet the requirements of Section 6 of ASHRAE 62.1 <sup>5</sup> <input type="checkbox"/> 2010 <input type="checkbox"/> 2013, without exceeding 2013 rates by more than 50%						<input type="checkbox"/>
2.3 Access points to measure airflow rate are provided and accessible by the Rater						<input type="checkbox"/>
<b>List unique unit plan for which 62.2 ventilation rates were calculated in the spaces to the right: <sup>6</sup></b>						
2.4 # of bedrooms:						
2.5 Square footage:						
2.6 Ventilation airflow rate required by ASHRAE 62.2:						
2.7 Ventilation airflow rate designed:						
2.7.1 If applicable, run-time per cycle (minutes):						
2.7.2 If applicable, cycle time (minutes):						
<b>List common space for which 62.1 ventilation rates were calculated in the spaces to the right: <sup>6</sup></b>						
2.8 Ventilation airflow rate required by ASHRAE 62.1:						
2.9 Ventilation airflow rate designed:						
<b>System Type &amp; Controls:</b>						
List Ventilation System ID in the spaces to the right: <sup>6</sup>						
2.10 Specified system type: (e.g., supply, exhaust, balanced, ERV, HRV)						
2.11 Specified system type: (e.g., in-unit, central)						
2.12 Manufacturer:						
2.13 Model Number:						
2.14 Area / space(s) that system serves: (e.g., Unit A kitchens, corridor, community room)						
2.15 Specified control location: (e.g., Master bath, utility):						
2.16 Specified controls allow the systems to operate automatically, without occupant intervention. In a multi-family dwelling unit, the override control is not required to be readily accessible to the occupant. However, in such cases, EPA recommends but does not require that the control be readily accessible to others (e.g., building maintenance staff) in lieu of the occupant						<input type="checkbox"/>
2.17 No outdoor air intakes designed to connect to the return side of the dwelling unit HVAC system, unless specified controls operate intermittently and automatically based on a timer and restrict intake when not in use (e.g., motorized damper) <sup>7</sup>						<input type="checkbox"/>
<b>Sound:</b>						
2.18 If located in the dwelling unit, the fan of the specified system is rated ≤ 3 sones if intermittent and ≤ 2 sones if continuous, or exempted <sup>8</sup>						<input type="checkbox"/>
<b>Efficiency:</b>						
2.19 If system utilizes the dwelling unit HVAC fan, then the specified fan type in Item 4.12 is ECM / ICM, or the specified controls will reduce the standalone ventilation run-time by accounting for hours when the HVAC system is heating or cooling						<input type="checkbox"/>
2.20 If in-unit bathroom fans or in-line fans are specified as part of the dwelling unit mechanical ventilation system, then they are ENERGY STAR certified <sup>9</sup>						<input type="checkbox"/>
2.21 If central exhaust fans, ≤ 1 HP, are specified as part of the dwelling unit mechanical ventilation system, then they are direct-drive, ECM, with variable speed controllers. If > 1 HP, they are specified with NEMA Premium™ Motors						<input type="checkbox"/>



# National Program Requirements

## ENERGY STAR Multifamily New Construction, Version 1 / 1.1 / OR-WA 1.2

11. When using the Reference Design for common space measures as specified in the National Rater Design Review and Rater Field Checklist, first review the Common Space Applicability Notes that are included in Exhibit 1.
12. The version of ANSI / RESNET / ICC Std. 301 utilized by RESNET for HERS ratings is used to model this parameter.
13. Appendix G from the referenced code or from ASHRAE 90.1-2016 or may be used.
14. These Performance Target options may not be used for projects using Appendix G from ASHRAE 90.1-2016.
15. Appendix G from ASHRAE 90.1-2016 must be used.



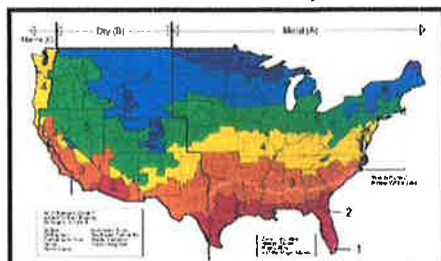
# National Program Requirements

## ENERGY STAR Multifamily New Construction, Version 1 / 1.1 / OR-WA 1.2

### Footnotes:

1. The term 'building' refers to a structure utilized or intended for supporting or sheltering any occupancy for a residential purpose; a structure with no dwelling or sleeping units connected to a structure with dwelling or sleeping units by less than 10% of its exterior wall area is not to be included in the 'building'. A dwelling unit, as defined by the 2012 IECC, is a single unit that provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. The term 'sleeping unit' refers to a room or space in which people sleep, which can also include permanent provisions for living, eating, and either sanitation or kitchen facilities but not both. The term 'two-family' dwelling refers to a detached building with 2 dwelling units.
2. The term 'common space' refers to any spaces on the property that serve a function in support of the residential part of the building that is not part of a dwelling or sleeping unit. This includes spaces used by residents, such as corridors, stairs, lobbies, laundry rooms, exercise rooms, residential recreation rooms, or parking garages used exclusively by residents, building staff, and their guests. This also includes offices used by building management, administration or maintenance and all special use areas located on the property to serve and support the residents such as day-care facilities, gyms, dining halls, etc.
3. The term 'townhouse' refers to a single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides. Townhouses earning the ENERGY STAR through the Multifamily New Construction program must use the ERI Path of the Multifamily New Construction program and must be modeled to Exhibit 1 of the relevant ENERGY STAR Certified Homes National Program Requirements. Townhouses are also eligible to earn the ENERGY STAR through the Certified Homes program.
4. The Rater may define the 'permit date' as either the date that the permit was issued or the application date of the permit. In cases where permit or application dates are not available, Providers or Multifamily Oversight Organizations have discretion to estimate permit dates based on other construction schedule factors. These assumptions should be both defensible and documented.
5. Where requirements of the local codes, manufacturers' installation instructions, engineering documents, or regional ENERGY STAR programs overlap with the requirements of these guidelines, EPA offers the following guidance:
  - a. Where the overlapping requirements exceed the ENERGY STAR guidelines, these overlapping requirements shall be met;
  - b. Where overlapping requirements conflict with a requirement of the ENERGY STAR program (e.g., slab insulation is prohibited to allow visual access for termite inspections), then the conflicting requirement within these program requirements shall not be met. Certification shall only be allowed if the Rater has determined that no equivalent option is available that could meet the intent of the conflicting requirement (e.g., switching from exterior to interior slab edge insulation). Note that a project must still meet its Performance Target. Therefore, other efficiency measures may be needed to compensate for the omission of the conflicting requirement.
6. The term 'Rater' refers to the person completing the third-party inspections required for certification. This person shall: a) be a Certified Rater, Approved Inspector, or an equivalent designation as determined by a Verification Oversight Organization or Multifamily Review Organization; and, b) have attended and successfully completed an EPA-recognized training class. See [energystar.gov/mftraining](http://energystar.gov/mftraining).

Raters who operate under an MRO or a Sampling Provider are permitted to verify the minimum rated features of the building and to verify any Checklist Item designated "Rater Verified" using a VOO-approved sampling protocol. Where a sampling protocol does not sufficiently describe methodology for multifamily projects, use the *RESNET Guidelines for Multifamily Energy Ratings*, available at [resnet.us/blog/resnet-adopts-guidelines-for-multifamily-energy-ratings/](http://resnet.us/blog/resnet-adopts-guidelines-for-multifamily-energy-ratings/). No parties other than Raters are permitted to use sampling. All other items shall be verified for each certified building. For example, no items on the National HVAC Functional Testing Checklist are permitted to be verified using a sampling protocol.
7. These requirements apply to all dwelling units, sleeping units, most common spaces <sup>2</sup> on the property, and parking lots. These requirements do not apply to commercial or retail spaces. These requirements do not apply to common spaces that are located in buildings on the property without any dwelling or sleeping units.
8. The software program shall automatically determine (i.e., without relying on a user-configured ENERGY STAR Multifamily Reference Design) this target for each rated unit by following the National Multifamily ERI Target Procedure, Version 1, 1.1 or Oregon and Washington Version 1.2, based on location, available at [energystar.gov/mfncrequirements](http://energystar.gov/mfncrequirements).
9. Note that the efficiency levels of ENERGY STAR certified products aligned with these product specifications when this Version was first released. These efficiency features form the basis of the ENERGY STAR ERI target, regardless of any subsequent revisions to ENERGY STAR certified product specifications. EPA recommends, but does not require, that current ENERGY STAR products be included in ENERGY STAR buildings. For current ENERGY STAR products, visit [energystar.gov/products](http://energystar.gov/products).
10. The following map illustrates the Climate Zone boundaries as defined by the 2009 and 2012 IECC Figure R301.1.



Revised 10/15/2018



# National Program Requirements

## ENERGY STAR Multifamily New Construction, Version 1 / 1.1 / OR-WA 1.2

### Exhibit 4: ASHRAE Path Performance Targets

Projects using the ASHRAE Path in states that have adopted as the commercial code the 2012 IECC, 2015 IECC, 2018 IECC, ASHRAE 90.1-2010, ASHRAE 90.1-2013, ASHRAE 90.1-2016, or equivalent, will be required to meet a Performance Target of 15% better than the energy code under which the building is permitted (unless otherwise noted below). All other projects must meet the national requirement of 15% over ASHRAE 90.1- 2007.

**Notes and Exceptions:**

- **Local Code Exception:** While local city or town codes may differ from the state code, the determination for the ENERGY STAR program is based on the commercial code adopted by the state, not the local jurisdiction. In an instance where the building is permitted under a local code that is not the same as the state code, the Performance Target is based on the state code in place. The permit application or issue date will be used to determine what state code was in place in the state. To determine the code adopted by the state and its effective date, please visit [energycodes.gov](http://energycodes.gov).
- **Modeling options:** To reduce the burden of applying two different codes to a given project, projects are allowed to use alternate targets of 20% savings over ASHRAE 90.1-2007 as equivalent to 15% over ASHRAE 90.1-2010; and 25% savings over ASHRAE 90.1-2007 and 20% savings over ASHRAE 90.1-2010, as equivalent alternatives to 15% savings over ASHRAE 90.1-2013.
- **Appendix G version:** For projects pursuing performance targets based on ASHRAE 90.1-2007 or ASHRAE 90.1-2010, the project must use the Appendix G of the code corresponding to their Performance Target or Appendix G from ASHRAE 90.1-2016. Projects pursuing targets based on ASHRAE 90.1-2013 or later must use Appendix G from ASHRAE 90.1-2016. Projects using Appendix G from ASHRAE 90.1-2016 must use the Performance Path Calculator\_AppG2016 and Simulation Guidelines\_AppG2016 available on the Guidance Documents page which can be found at [energystar.gov/mfguidance](http://energystar.gov/mfguidance). Projects may not use Appendix G from ASHRAE 90.1-2016 if they are using the 20% or 25% Performance Target Options. Note: Addendum bm from ASHRAE 90.1-2013 is not referenced since its content and the related excerpts that followed have been incorporated into Appendix G from ASHRAE 90.1-2016.

<b>Performance Target Options: Savings (%) above varying ASHRAE 90.1 Baselines</b>			
<b>State Code</b>	<b>90.1-2007</b>	<b>90.1-2010</b>	<b>90.1-2013</b>
<b>2009 IECC</b>	15% <sup>13</sup>	N/A	N/A
<b>2012 IECC</b>	20% <sup>14</sup>	15% <sup>13</sup>	N/A
<b>2015 IECC</b>	25% <sup>14</sup>	20% <sup>14</sup>	15% <sup>15</sup>



# National Program Requirements

## ENERGY STAR Multifamily New Construction, Version 1 / 1.1 / OR-WA 1.2

### Exhibit 2: Mandatory Requirements for All Certified Multifamily Projects

Party Responsible	Mandatory Requirements
<b>Rater</b>	<ul style="list-style-type: none"> <li>• Completion of National Rater Design Review Checklist</li> <li>• Completion of National Rater Field Checklist</li> </ul>
<b>HVAC System Designer</b>	<ul style="list-style-type: none"> <li>• Completion of National HVAC Design Report</li> </ul>
<b>Functional Testing Agent</b>	<ul style="list-style-type: none"> <li>• Completion of National HVAC Functional Testing Checklist</li> </ul>
<b>Builder or Developer</b>	<ul style="list-style-type: none"> <li>• Completion of National Water Management System Requirements</li> </ul>

#### Effective Date

For the ERI and Prescriptive Paths, to determine the program Version that a multifamily building is required to be certified under, look up the location and permit date of the building in Exhibit 3. Note that the National Version 1.1 program requirements are being implemented in states that have adopted the residential 2012, 2015, or 2018 IECC, or an equivalent code. Note, as well, that regional program requirements, and associated implementation timelines, have been developed for buildings in CA. The regional program requirements can be found at [energystar.gov/mfcnrequirements](http://energystar.gov/mfcnrequirements).

This Exhibit contains all implementation timelines applicable on or after September 1, 2016. Implementation timelines applicable prior to this date can be obtained by contacting [mfcn@energystar.gov](mailto:mfcn@energystar.gov). Multifamily buildings permitted prior to January 1, 2021 are permitted to participate in any of the following programs, as long as the project meets the Eligibility Requirements defined within that program: the ENERGY STAR Certified Homes program, the ENERGY STAR Multifamily High Rise program, or this ENERGY STAR Multifamily New Construction Program.

### Exhibit 3: ENERGY STAR Multifamily New Construction Implementation Timeline

State / Territory	Buildings Permitted <sup>4</sup> On or After This Date Must Meet the Adjacent Version	Multifamily New Construction Program Version
AL, AK, AZ, AR, CO, GA, GU, HI, IN, ID, KS, KY, LA, ME, MS, MO, NE, NH, NM, NMI, NC, ND, OH, OK, PA, PR, SC, SD, TN, USVI, UT, VA, WV, WI, WY	01-01-2021	National Version 1
CT, DC, DE, FL, IA, IL, MA, MD, MI, MN, MT, NJ, NV, NY, RI, TX, VT	01-01-2021	National Version 1.1
OR, WA	01-01-2021	Oregon and Washington Version 1.2



# National Program Requirements

## ENERGY STAR Multifamily New Construction, Version 1 / 1.1 / OR-WA 1.2

### ENERGY STAR Multifamily Reference Design, Oregon and Washington Version 1.2

#### 2012 IECC Climate Zone 4C, 5, & 6<sup>10</sup>

#### Cooling Equipment (Where Provided)

- Cooling equipment modeled at the applicable efficiency levels below<sup>11</sup>:
- 13 SEER AC,
- Heat pump (See Heating Equipment)

#### Heating Equipment

- Heating equipment modeled at the applicable efficiency levels below, dependent on fuel and system type<sup>11</sup>:
- 95 AFUE ENERGY STAR gas furnace,
- 85 AFUE ENERGY STAR oil furnace,
- 90 AFUE ENERGY STAR gas boiler,
- 86 AFUE oil boiler,
- 9.5 HSPF / 15 SEER / 12 EER air-source with electric or dual-fuel backup

#### Envelope, Windows, & Doors

- Insulation levels modeled at the levels below and Grade I installation per ANSI / RESNET / ICC Standard 301.<sup>12</sup>

Above-Grade Wall	Ceiling	Floor	Basement Wall	On-Grade & Below-Grade Slab
R-21	R-49	R-38	R-15 continuous or R-21 cavity	R-10 at perimeter for entire depth of slab and under entire slab area

- Infiltration rates modeled as follows: <0.30 CFM50/ft<sup>2</sup> of enclosure
- Windows and doors modeled, as illustrated below:

Window U-Factor:	0.27
Window SHGC:	0.30

Door U-Factor:	Opaque: 0.17	≤½ lite: 0.25	>½ lite: 0.30
Door SHGC:	Opaque: Any	≤½ lite: 0.25	>½ lite: 0.30

Exception: Class AW windows modeled to 2015 IgCC levels (Commercial window U-Factor requirements)

Climate Zone:	CZ 4 C & 5	CZ 6
Fixed Window U-Factor:	0.36	0.34
Operable Window U-Factor:	0.43	0.41
SHGC (same as above)	0.30	0.30

#### Water Heater

- DHW equipment modeled with the following efficiency levels and types as applicable:
- For a home with gas or propane DHW fuel type: Tankless 0.91 EF
- For a home with other DHW fuel type: In CZ 4C & 5<sup>10</sup>: Electric heat pump with 2.5 EF or 2.57 UEF; In CZ 6<sup>10</sup>: Electric heat pump with 2.0 EF / UEF
- DHW piping insulation modeled: R-3

#### Thermostat & Ductwork

- Programmable thermostat modeled.
- All ducts located in unconditioned space modeled with R-8 insulation.
- Duct leakage to outdoors modeled as the greater of 4 CFM25 per 100 ft<sup>2</sup> or 40 CFM25.

#### Lighting, Appliances, & Fixtures

- ENERGY STAR refrigerators, dishwashers, clothes washers, clothes dryers, and ceiling fans modeled.<sup>11</sup>
- ENERGY STAR light bulbs or fixtures modeled in 90% of ANSI / RESNET / ICC Standard 301-defined Qualifying Light Fixture Locations.<sup>11, 12</sup>
- WaterSense bathroom faucets, bathroom aerators, and showerheads, modeled with 2.0 gallons per minute.<sup>11</sup>



# National Program Requirements

## ENERGY STAR Multifamily New Construction, Version 1 / 1.1 / OR-WA 1.2

ENERGY STAR Multifamily Reference Design, Version 1.1 (See Exhibit 3 for where this is applicable)

Hot Climates (2009 IECC Zones 1,2,3) <sup>10</sup>		Mixed and Cold Climates (2009 IECC Zones 4,5,6,7,8) <sup>10</sup>																																										
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<ul style="list-style-type: none"> <li>15 SEER / 12 EER AC,</li> <li>Heat pump (See Heating Equipment)</li> </ul>	<ul style="list-style-type: none"> <li>CZ 4-8: 13 SEER AC,</li> <li>Heat pump (See Heating Equipment)</li> </ul>																																											
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<b>Slab Insulation R-Value:</b>	0	0	0	10	10	15	15	20																																				
<b>Slab Insulation Depth (ft):</b>	0	0	0	2	2	2	2	2																																				
<b>Basement Wall Continuous Insulation R-Value:</b>	0	0	0	7.5	7.5	7.5	10	12.5																																				
<b>Floor Assembly U-Factor:</b>	0.066	0.033	0.033	0.033	0.033	0.033	0.033	0.033																																				
<b>Wall Assembly U-Factor:</b>	0.064	0.064	0.064	0.064	0.064	0.051	0.051	0.036																																				
<b>Ceiling Assembly U-Factor:</b>	0.027	0.027	0.027	0.027	0.021	0.021	0.021	0.021																																				
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<b>Climate Zone:</b>	<b>CZ 1</b>	<b>CZ 2</b>	<b>CZ 3</b>	<b>CZ 4</b>	<b>CZ 4 C &amp; 5</b>	<b>CZ 6</b>	<b>CZ 7</b>	<b>CZ 8</b>																																				
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<b>Water Heater</b>				<ul style="list-style-type: none"> <li>DHW equipment modeled with the following efficiency levels as applicable:</li> </ul>																																								
Gas:	≤55 Gal = 0.67 EF (0.64 UEF, medium; 0.68 UEF, high-draw)			>55 Gal = 0.77 EF (0.78 UEF, medium; 0.80 UEF, high-draw)																																								
Electric:	≤55 Gal = 0.95 EF			>55 Gal = 2.0 EF or UEF																																								
Oil:	30 Gal = 0.64 EF	40 Gal = 0.62 EF	50 Gal = 0.60 EF	60 Gal = 0.58 EF	70 Gal = 0.56 EF	80 Gal = 0.54 EF																																						
<b>Thermostat &amp; Ductwork</b>				<ul style="list-style-type: none"> <li>Programmable thermostat modeled.</li> <li>All ducts and air handlers modeled within conditioned space.</li> </ul>																																								
<b>Lighting, Appliances, &amp; Fixtures</b>				<ul style="list-style-type: none"> <li>ENERGY STAR refrigerators, dishwashers, clothes washers, clothes dryers, and ceiling fans modeled. <sup>11</sup></li> <li>ENERGY STAR light bulbs or fixtures modeled in 90% of ANSI / RESNET / ICC Standard 301-defined Qualifying Light Fixture Locations. <sup>11, 12</sup></li> <li>WaterSense bathroom faucets, bathroom aerators, and showerheads. <sup>11</sup></li> </ul>																																								



# National Program Requirements

## ENERGY STAR Multifamily New Construction, Version 1 / 1.1 / OR-WA 1.2

ENERGY STAR Multifamily Reference Design, Version 1 (See Exhibit 3 for where this is applicable)

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<ul style="list-style-type: none"> <li>A radiant barrier modeled if more than 10 linear feet of ductwork are located in an unconditioned attic.</li> <li>No radiant barrier modeled.</li> <li>Insulation levels modeled to 2009 IECC levels (Commercial, wood-frame) and Grade I installation per ANSI / RESNET / ICC Standard 301. <sup>11, 12</sup></li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Climate Zone:</th> <th style="text-align: center;">CZ 1</th> <th style="text-align: center;">CZ 2</th> <th style="text-align: center;">CZ 3</th> <th style="text-align: center;">CZ 4</th> <th style="text-align: center;">CZ 4 C &amp; 5</th> <th style="text-align: center;">CZ 6</th> <th style="text-align: center;">CZ 7</th> <th style="text-align: center;">CZ 8</th> </tr> </thead> <tbody> <tr> <td>Slab Insulation R-Value:</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">10</td> <td style="text-align: center;">10</td> <td style="text-align: center;">15</td> <td style="text-align: center;">15</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Slab Insulation Depth (ft):</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">2</td> <td style="text-align: center;">2</td> <td style="text-align: center;">2</td> <td style="text-align: center;">2</td> <td style="text-align: center;">2</td> </tr> <tr> <td>Basement Wall Continuous Insulation R-Value:</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">7.5</td> <td style="text-align: center;">7.5</td> <td style="text-align: center;">7.5</td> <td style="text-align: center;">10</td> <td style="text-align: center;">12.5</td> </tr> <tr> <td>Floor Assembly U-Factor:</td> <td style="text-align: center;">0.282</td> <td style="text-align: center;">0.052</td> <td style="text-align: center;">0.033</td> <td style="text-align: center;">0.033</td> <td style="text-align: center;">0.033</td> <td style="text-align: center;">0.033</td> <td style="text-align: center;">0.033</td> <td style="text-align: center;">0.033</td> </tr> <tr> <td>Wall Assembly U-Factor:</td> <td style="text-align: center;">0.089</td> <td style="text-align: center;">0.089</td> <td style="text-align: center;">0.089</td> <td style="text-align: center;">0.064</td> <td style="text-align: center;">0.051</td> <td style="text-align: center;">0.051</td> <td style="text-align: center;">0.051</td> <td style="text-align: center;">0.036</td> </tr> <tr> <td>Ceiling Assembly U-Factor:</td> <td style="text-align: center;">0.027</td> <td style="text-align: center;">0.027</td> <td style="text-align: center;">0.027</td> <td style="text-align: center;">0.027</td> <td style="text-align: center;">0.027</td> <td style="text-align: center;">0.027</td> <td style="text-align: center;">0.027</td> <td style="text-align: center;">0.027</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>Infiltration rates modeled as follows: &lt;0.30 CFM50/ft<sup>2</sup> of enclosure</li> <li>Windows and doors modeled, as illustrated below:               <table border="1" style="width: 100%; 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<ul style="list-style-type: none"> <li>DHW equipment modeled with the following efficiency levels as applicable:               <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Gas:</td> <td style="width: 40%;">≤55 Gal = 0.67 EF (0.64 UEF, medium; 0.68 UEF, high-draw)</td> <td style="width: 45%;">&gt;55 Gal = 0.77 EF (0.78 UEF, medium; 0.80 UEF, high-draw)</td> </tr> <tr> <td>Electric:</td> <td colspan="2" style="text-align: center;">≤55 Gal = 0.95 EF (0.93 UEF)</td> </tr> <tr> <td>Oil:</td> <td style="text-align: center;">30 Gal = 0.64 EF    40 Gal = 0.62 EF    50 Gal = 0.60 EF</td> <td style="text-align: center;">60 Gal = 0.58 EF    70 Gal = 0.56 EF    80 Gal = 0.54 EF</td> </tr> </table> </li> </ul>		Gas:	≤55 Gal = 0.67 EF (0.64 UEF, medium; 0.68 UEF, high-draw)	>55 Gal = 0.77 EF (0.78 UEF, medium; 0.80 UEF, high-draw)	Electric:	≤55 Gal = 0.95 EF (0.93 UEF)		Oil:	30 Gal = 0.64 EF    40 Gal = 0.62 EF    50 Gal = 0.60 EF	60 Gal = 0.58 EF    70 Gal = 0.56 EF    80 Gal = 0.54 EF																																																																																																														
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<ul style="list-style-type: none"> <li>Programmable thermostat modeled.</li> <li>Supply ducts in unconditioned attics modeled with R-8 insulation; all other ducts in unconditioned space modeled with R-6 insulation.</li> <li>Duct leakage to outdoors modeled at the greater of ≤ 4 CFM25 per 100 ft<sup>2</sup> of conditioned floor area or ≤ 40 CFM25.</li> </ul>																																																																																																																								
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<ul style="list-style-type: none"> <li>ENERGY STAR refrigerators, dishwashers, clothes washers, clothes dryers, and ceiling fans modeled. <sup>11</sup></li> <li>ENERGY STAR light bulbs or fixtures modeled in 90% of ANSI / RESNET / ICC Standard 301-defined Qualifying Light Fixture Locations. <sup>11, 12</sup></li> <li>WaterSense bathroom faucets, bathroom aerators, and showerheads. <sup>11</sup></li> </ul>																																																																																																																								





# National Program Requirements

## ENERGY STAR Multifamily New Construction, Version 1 / 1.1 / OR-WA 1.2

### Exhibit 1: ENERGY STAR Multifamily Reference Design <sup>9</sup>

The ENERGY STAR Multifamily Reference Design is the set of efficiency features modeled to determine the ENERGY STAR ERI Target for each unit pursuing certification. Therefore, while the features below are not mandatory in the units for projects pursuing the ERI Path, if they are not used then other measures will be needed to achieve the ENERGY STAR ERI Target. In addition, note that the Mandatory Requirements for All Certified Multifamily Projects, Exhibit 2, contain additional requirements such as total duct leakage limits, minimum allowed insulation levels, and minimum allowed fenestration performance. Therefore, EPA recommends that partners review the documents in Exhibit 2 prior to selecting measures.

For projects pursuing the Prescriptive Path, the following features are mandatory within the units and, as specified in the National Rater and Field Checklists, in the common spaces. For projects pursuing the ERI Path, the following features are mandatory within the common spaces as specified in the National Rater Design Review and Field Checklists.

This Exhibit is not applicable for projects pursuing the ASHRAE Path.

#### Common Space Applicability Notes:

When using the Reference Design for common space measures as specified in the National Rater Design Review and Rater Field Checklist, the following notes apply.

- 1) Heating and Cooling efficiencies for additional equipment are available in the Exhibit X of the National Rater Field Checklist.
- 2) Insulation levels for common spaces in Version 1 and Version 1.1 are not the values shown in the Reference Design. They must instead meet or exceed the levels in the 2009 and 2012 IECC Commercial chapter, respectively. The required values should come from the "All Other" column and the row that corresponds to the building assembly (e.g., a building with steel-frame walls would use the value in the 'Metal framed' row).
- 3) Windows are to meet or exceed the requirements specified for "Class AW" windows in the Reference Design.
- 4) All exterior and common space lighting fixtures are still subject to the efficiency requirements, even though they are not in 'ANSI / RESNET / ICC Standard 301-defined Qualifying Light Fixture Locations'. Therefore, 90% of all exterior and common space fixtures must be ENERGY STAR certified or meet the alternatives defined in the National Rater Field Checklist. This requirement applies to exterior lighting fixtures that are attached to the building, but does not apply to landscape or parking lot lighting fixtures.
- 5) Where an appliance type is not eligible for ENERGY STAR certification, (e.g., commercial dryers) the appliance is exempt from this requirement. Where a bathroom faucet or aerator is not eligible for WaterSense certification, (e.g., public use lavatory faucets) the fixture is exempt from this requirement.



# National Program Requirements

## ENERGY STAR Multifamily New Construction, Version 1 / 1.1 / OR-WA 1.2

2. Based on the path chosen, select the efficiency measures for the building:
  - a. Prescriptive Path: Meet the prescriptive requirements specified in the National Rater Design Review and Field Checklists.
  - b. ERI Path: Meet the prescriptive requirements specified in the National Rater Design Review and Field Checklists for common spaces. Using the same software program specified in Step 1, configure the preferred set of efficiency measures for the unit to be certified and verify that the resulting ERI meets or exceeds the ENERGY STAR ERI Target, as determined in Step 1.
  - c. ASHRAE Path: Meet the prescriptive requirements specified in the National Rater Design Review and Field Checklists for common spaces. Following the Simulation Guidelines, configure the preferred set of efficiency measures for the building to be certified and verify that the resulting savings above the ASHRAE Baseline Building meets or exceeds the required performance target per Exhibit 4.

Note that, regardless of the path chosen or the measures selected, the Mandatory Requirements for All Certified Multifamily Projects in Exhibit 2 are also required and impose certain constraints on the efficiency measures selected (e.g., insulation levels, insulation installation quality, window performance, duct leakage). Furthermore, on-site power generation may not be used to meet the ENERGY STAR ERI Target or the performance target in the ASHRAE Path.

3. Upon completion of design, multifamily buildings may be eligible for the Designed to Earn the ENERGY STAR designation. To earn this optional additional designation, follow the guidance available at [energystar.gov/mfdees](http://energystar.gov/mfdees).
4. Upon completion of design, for ASHRAE and Prescriptive Path projects only, specific documentation must be submitted to an MRO for their review and approval. These documents include the Performance Path Calculator, the Multifamily Workbook, construction documents, and for ASHRAE projects, either the modeling file or input and output files. MROs may choose to implement alternative design review requirements.
5. Construct the building using the measures selected in Step 2 and the Mandatory Requirements for All Certified Multifamily Projects, Exhibit 2.
6. Using a Rater, verify that all requirements have been met in accordance with the Mandatory Requirements for All Certified Multifamily Projects and with the on-site inspection procedures for minimum rated features of an EPA-Approved VOO.<sup>5</sup>

The Rater must review all items on the National Rater checklists. Raters are expected to use their experience and discretion to verify that the overall intent of each inspection checklist item has been met (i.e., identifying major defects that undermine the intent of the checklist item versus identifying minor defects that the Rater may deem acceptable).

In the event that a Rater finds an item that is inconsistent with the intent of the checklists, the project cannot earn the ENERGY STAR until the item is corrected. If correction of the item is not possible, the project cannot earn the ENERGY STAR and individual units in the multifamily project also cannot be certified. In the event that an item on a National Rater checklist cannot be inspected by the Rater, the project also cannot earn the ENERGY STAR. The only exceptions to this rule are in the Thermal Enclosure System Section of the National Rater Field Checklist, where the builder may assume responsibility for verifying a maximum of eight items and the sections on the National Rater Field Checklist where a Licensed Professional may assume responsibility for verifying the specified items. A Licensed Professional must be a Professional Engineer or Registered Architect in good standing and possess a current license. This option shall only be used at the discretion of the Rater. When exercised, the builder's and/or Licensed Professionals' responsibility will be formally acknowledged by the builder and/or Licensed Professional signing the checklist for the item(s) that they verified.

In the event that a Rater is not able to determine whether an item is consistent with the intent (e.g., an alternative method of meeting a checklist requirement has been proposed), then the Rater shall consult their Provider or MRO. If the Provider or MRO also cannot make this determination, then the Rater, Provider, or MRO shall report the issue to EPA prior to project completion at: [mfnc@energystar.gov](mailto:mfnc@energystar.gov) and will typically receive an initial response within 5 business days. If EPA believes the current program requirements are sufficiently clear to determine whether the intent has been met, then this guidance will be provided to the partner and enforced beginning with the building in question. In contrast, if EPA believes the program requirements require revisions to make the intent clear, then this guidance will be provided to the partner but only enforced for buildings permitted after a specified transition period after the release of the revised program requirements, typically 60 days in length.

This process will allow EPA to make formal policy decisions as partner questions arise and to disseminate these policy decisions through the periodic release of revised program documents to ensure consistent application of the program requirements.

7. Upon completion of construction, the Rater is required to keep electronic or hard copies of the completed and signed National Rater checklists, the National HVAC Design Report and, when the FT Agent is not a HVAC Credentialed Contractor, the National HVAC Functional Testing Checklist. Additionally, the following steps are required:
  - a. ERI Path: register each unit in the building / project with the same EPA-Approved VOO.
  - b. ASHRAE and Prescriptive Path: specific documentation must be submitted based on as-built conditions to an MRO for their review and approval. These documents include the Performance Path Calculator, the Multifamily Workbook, construction documents, photo documentation, and for ASHRAE projects, either the modeling file or input and output files.



# National Program Requirements

## ENERGY STAR Multifamily New Construction, Version 1 / 1.1 / OR-WA 1.2

### Eligibility Requirements

The following multifamily building types are eligible to participate in the ENERGY STAR Multifamily New Construction program:

- Any multifamily building with dwelling or sleeping units that is NOT a two-family dwelling <sup>1</sup>; OR
- Mixed-use buildings, where dwelling units and common space exceed 50% of the building square footage. Parking garage square footage is excluded from this calculation <sup>2</sup>; OR
- Townhouses, if following the requirements listed in Footnote 3. <sup>3</sup>

Townhouses are also eligible to earn the ENERGY STAR through the ENERGY STAR Certified Homes program, which is a certification program for single family detached homes and two-family dwellings.<sup>1</sup> For more information, visit: [energystar.gov/newhomesrequirements](http://energystar.gov/newhomesrequirements). In addition, multifamily buildings with permit dates prior to January 1, 2021, may be eligible to earn the ENERGY STAR through the Certified Homes or Multifamily High Rise programs. <sup>4</sup> For more information, visit: [energystar.gov/mfhr/eligibility](http://energystar.gov/mfhr/eligibility).

Note that multifamily buildings in California shall follow the California Program Requirements, not these National Program Requirements. Also note that compliance with these requirements is not intended to imply compliance with all local code requirements that may be applicable to the building to be built. <sup>5</sup>

### Partnership, Training, and Credentialing Requirements

Builders, Developers, Raters, ASHRAE Path Modelers, and Functional Testing Agents ("FT Agents") must meet the following requirements prior to certifying multifamily buildings:

- The Builder or Developer for the project is required to sign an ENERGY STAR Partnership Agreement and complete the online "Builder / Developer Orientation", which can be found at [energystar.gov/mfncPA](http://energystar.gov/mfncPA).
- FT Agents must meet one of the following:
  - The HVAC installing contractor AND credentialed by an EPA-recognized HVAC Quality Installation Training and Oversight Organization (H-QUITO). An explanation of this process can be found at [energystar.gov/credentialedHVAC](http://energystar.gov/credentialedHVAC); OR
  - Not the HVAC installing contractor, AND
    - Signed up online in EPA's online database as an FT Agent and watched the online FT Agent orientation, which can be found at [energystar.gov/mftraining](http://energystar.gov/mftraining); AND
    - Meets one of the following: a Certified Commissioning Professional (CCP), a Certified Building Commissioning Professional (CBCP), a Building Commissioning Professional (BCxP, formerly the Commissioning Process Management Professional (CPMP)), a NEBB Certified Technician (BSC CxCT) or Certified Professional (BSC CP or CxPP), or a representative of the Original Equipment Manufacturer (OEM).
- Raters <sup>6</sup> are required to complete training, which can be found at [energystar.gov/mftraining](http://energystar.gov/mftraining).
- Modelers for buildings in the ASHRAE Path must sign up online in EPA's online database as a Modeler and watch the online Modeler orientation, which can be found at [energystar.gov/mftraining](http://energystar.gov/mftraining).

### ENERGY STAR Certification Process <sup>7</sup>

1. The certification process offers three paths to meet the performance target. Each has varying levels of flexibility to select a custom combination of measures for each building:
  - a. Prescriptive Path: The units and common spaces meet all the prescriptive items in the National Rater Design Review and Field Checklists which align with the minimum requirements set in the ENERGY STAR Multifamily Reference Design, Exhibit 1. As described in Exhibit 3, buildings in states that have adopted the residential 2012, 2015, or 2018 IECC, or an equivalent code will follow Version 1.1 of the Reference Design, buildings in Oregon (OR) and Washington (WA) will follow the OR and WA Version 1.2 of the Reference Design, otherwise buildings will follow Version 1.
  - b. ERI Path: Each unit is equivalent in performance to the minimum requirements of the ENERGY STAR Multifamily Reference Design, Exhibit 1, as assessed through energy modeling, and the common spaces meet the prescriptive requirements in the National Rater Design Review and Field Checklists which align with the minimum requirements set in Exhibit 1. As described in Exhibit 3, buildings in states that have adopted the residential 2012, 2015, or 2018 IECC, or an equivalent code will follow Version 1.1 of the Reference Design, buildings in OR and WA will follow the OR and WA Version 1.2 of the Reference Design, otherwise buildings will follow Version 1.  
Projects must use a software rating tool approved by an EPA-Approved Verification Oversight Organization (VOO) to determine the ENERGY STAR ERI Target, which is the highest ERI value that each rated unit may achieve to earn the ENERGY STAR. <sup>8</sup>  
Note: The ERI path is not available to buildings that exceed 5 stories until the EPA-Approved VOO adopts ANSI / RESNET / ICC Std. 301-2019.
  - c. ASHRAE Path: The building meets the ASHRAE performance target, which is dependent on the commercial state energy code and baseline chosen, as described in Exhibit 4.  
Projects must follow the modeling requirements in the ENERGY STAR Multifamily Simulation Guidelines.

All ENERGY STAR certifications are subject to the oversight of a Multifamily Oversight Organization which include Verification Oversight Organizations (VOOs) or Multifamily Review Organizations (MROs). All ERI Path projects must be overseen by a VOO (e.g., RESNET) and all ASHRAE and Prescriptive Path projects must be overseen by an MRO. MRO information can be found at [energystar.gov/mro](http://energystar.gov/mro).

# ENERGY STAR v1.0 MF Home Verification Summary

**Property**  
 Pennrose, LLC  
 XX2 Jefferson Ave. #102  
 Newport News, VA 23607

**Organization**  
 Innova Services Corporation  
 (215) 446-9945  
 Adam Blackburn

**HERS**  
 Projected Rating  
 2019-11-18  
 Rating No:CP1i001  
 Rater ID:9608274

Weather:Norfolk, VA  
 Carrier Point II  
 CPII Type 3H.blg

**Builder**  
 Breeden Construction

## Projected Rating: Based on Plans - Field Confirmation Required.

### Building Information

Conditioned Area (sq ft) 1320  
 Conditioned Volume (cubic ft) 11550  
 Insulated Shell Area (sq ft) 4034  
 Number of Bedrooms 3  
 Housing Type Apartment, inside unit  
 Foundation Type Slab

### Rating

ENERGY STAR HERS Index Target 74  
 HERS Index w/o PV 53  
 HERS Index 53



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.0 Multifamily New Construction Certified Home. HERS Index w/o PV <= ES HERS Index Target to comply.

### Building Shell

Ceiling w/Attic None  
 Sealed Attic None  
 Vaulted Ceiling None  
 Above Grade Walls R-21 U=0.058  
 Found. Walls(Cond) None  
 Found. Walls(Uncond) None  
 Floors None  
 Slab Floors R10 Perim-R10 Under U=0.046

Window Type Silvertine EStar  
 Window U-Value: 0.290, SHGC: 0.270  
 Window/Wall Ratio 0.26  
 Infiltration Type Blower door  
 Infiltration Htg: 1183 Clg: 1183 CFM50  
 Duct Leakage to Outside 52.00 CFM @ 25 Pascals  
 Total Duct Leakage 105.00 CFM @ 25 Pascals

### Mechanical Systems

ASHP Htg: 21.6 kBtuh, 11.3 HSPF. Clg: 18.0 kBtuh, 19.7 SEER.  
 Water Heating Conventional, Elec, 0.91 EF.  
 Programmable Thermostat Heat=Yes; Cool=Yes  
 Ventilation System Exhaust Only: 90 cfm, 11.4 watts.

### Lights and Appliances

Interior LED Lighting (%)	100.00	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	369.00	Clothes Dryer CEF	2.62
Dishwasher Energy Factor	0.46	Clothes Washer LER	96.00
Ceiling Fan (cfm/Watt)	0.00	Clothes Washer Capacity	3.81
Range/Oven Fuel	Electric		

Note: Where feature level varies in home, the dominant value is shown.

# ENERGY STAR v1.0 MF Home Verification Summary

**Property**  
 Pennrose, LLC  
 XXX2 Jefferson Ave. #413  
 Newport News, VA 23607

**Organization**  
 Innova Services Corporation  
 (215) 446-9945  
 Adam Blackburn

**HERS**  
 Projected Rating  
 2019-11-18  
 Rating No:CP2005  
 Rater ID:9608274

Weather:Norfolk, VA  
 Carrier Point II  
 CPlI Type 2E.blg

**Builder**  
 Breeden Construction

## Projected Rating: Based on Plans - Field Confirmation Required.

### Building Information

Conditioned Area (sq ft) 1002  
 Conditioned Volume (cubic ft) 8768  
 Insulated Shell Area (sq ft) 3500  
 Number of Bedrooms 2  
 Housing Type Apartment, end unit  
 Foundation Type Apartment above conditioned space

### Rating

ENERGY STAR HERS Index Target 72  
 HERS Index w/o PV 56  
 HERS Index 56



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.0 Multifamily New Construction Certified Home. HERS Index w/o PV <= ES HERS Index Target to comply.

### Building Shell

Ceiling w/Attic None  
 Sealed Attic R-30 Above Deck U=0.031  
 Vaulted Ceiling None  
 Above Grade Walls R-21 U=0.058  
 Found. Walls(Cond) None  
 Found. Walls(Uncond) None  
 Floors None  
 Slab Floors None

Window Type Silverline EStar  
 Window U-Value: 0.290, SHGC: 0.270  
 Window/Wall Ratio 0.28  
 Infiltration Type Blower door  
 Infiltration Htg: 933 Clg: 933 CFM50  
 Duct Leakage to Outside 40.00 CFM @ 25 Pascals  
 Total Duct Leakage 80.00 CFM @ 25 Pascals

### Mechanical Systems

ASHP Htg: 21.6 kBtuh, 11.3 HSPF. Clg: 18.0 kBtuh, 19.7 SEER.  
 Water Heating Conventional, Elec, 0.91 EF.  
 Programmable Thermostat Heat=Yes; Cool=Yes  
 Ventilation System Exhaust Only: 60 cfm, 7.6 watts.

### Lights and Appliances

Interior LED Lighting (%)	100.00	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	369.00	Clothes Dryer CEF	2.62
Dishwasher Energy Factor	0.46	Clothes Washer LER	96.00
Ceiling Fan (cfm/Watt)	0.00	Clothes Washer Capacity	3.81
Range/Oven Fuel	Electric		

Note: Where feature level varies in home, the dominant value is shown.

# ENERGY STAR v1.0 MF Home Verification Summary

**Property**  
 Pennrose, LLC  
 XXX2 Jefferson Ave. #307  
 Newport News, VA 23607

**Organization**  
 Innova Services Corporation  
 (215) 446-9945  
 Adam Blackburn

**HERS**  
 Projected Rating  
 2019-11-18  
 Rating No:CP2004  
 Rater ID:9608274

Weather:Norfolk, VA  
 Carrier Point II  
 CPII Type 2B.blg

**Builder**  
 Breeden Construction

## Projected Rating: Based on Plans - Field Confirmation Required.

### Building Information

Conditioned Area (sq ft) 988  
 Conditioned Volume (cubic ft) 8645  
 Insulated Shell Area (sq ft) 3155  
 Number of Bedrooms 2  
 Housing Type Apartment, inside unit  
 Foundation Type Apartment above conditioned space

### Rating

ENERGY STAR HERS Index Target 74  
 HERS Index w/o PV 52  
 HERS Index 52



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.0 Multifamily New Construction Certified Home. HERS Index w/o PV <= ES HERS Index Target to comply.

### Building Shell

Ceiling w/Attic None  
 Sealed Attic None  
 Vaulted Ceiling None  
 Above Grade Walls R-21 U=0.058  
 Found. Walls(Cond) None  
 Found. Walls(Uncond) None  
 Floors None  
 Slab Floors None

Window Type Silverline EStar  
 Window U-Value: 0.290, SHGC: 0.270  
 Window/Wall Ratio 0.20  
 Infiltration Type Blower door  
 Infiltration Htg: 924 Clg: 924 CFM50  
 Duct Leakage to Outside 39.00 CFM @ 25 Pascals  
 Total Duct Leakage 79.00 CFM @ 25 Pascals

### Mechanical Systems

ASHP Htg: 12.0 kBtuh, 11.5 HSPF. Clg: 12.0 kBtuh, 20.0 SEER.  
 Water Heating Conventional, Elec, 0.91 EF.  
 Programmable Thermostat Heat=Yes; Cool=Yes  
 Ventilation System Exhaust Only: 60 cfm, 7.6 watts.

### Lights and Appliances

Interior LED Lighting (%)	100.00	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	369.00	Clothes Dryer CEF	2.62
Dishwasher Energy Factor	0.46	Clothes Washer LER	96.00
Ceiling Fan (cfm/Watt)	0.00	Clothes Washer Capacity	3.81
Range/Oven Fuel	Electric		

Note: Where feature level varies in home, the dominant value is shown.

# ENERGY STAR v1.0 MF Home Verification Summary

<b>Property</b> Pennrose, LLC XXX2 Jefferson Ave. #212 Newport News, VA 23607	<b>Organization</b> Innova Services Corporation (215) 446-9945 Adam Blackburn	<b>HERS</b> Projected Rating 2019-11-18 Rating No:CP1003 Rater ID:9608274
<b>Weather:</b> Norfolk, VA Carrier Point II CPII Type 1C.blg	<b>Builder</b> Breedon Construction	

## Projected Rating: Based on Plans - Field Confirmation Required.

Building Information		Rating	
Conditioned Area (sq ft)	823	ENERGY STAR HERS Index Target	73
Conditioned Volume (cubic ft)	7201	HERS Index w/o PV	52
Insulated Shell Area (sq ft)	3004	HERS Index	52
Number of Bedrooms	1		
Housing Type	Apartment, end unit		
Foundation Type	Apartment above conditioned space		



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.0 Multifamily New Construction Certified Home.  
HERS Index w/o PV <= ES HERS Index Target to comply.

### Building Shell

Ceiling w/Attic	None	Window Type	Silverline EStar
Sealed Attic	None	Window U-Value:	0.290, SHGC: 0.270
Vaulted Ceiling	None	Window/Wall Ratio	0.16
Above Grade Walls	R-21 U=0.058	Infiltration Type	Blower door
Found. Walls(Cond)	None	Infiltration Htg:	859 Clg: 859 CFM50
Found. Walls(Uncond)	None	Duct Leakage to Outside	32.00 CFM @ 25 Pascals
Floors	None	Total Duct Leakage	65.00 CFM @ 25 Pascals
Slab Floors	None		

### Mechanical Systems

ASHP	Htg: 12.0 kBtuh, 11.5 HSPF. Clg: 12.0 kBtuh, 20.0 SEER.
Water Heating	Conventional, Elec, 0.91 EF.
Programmable Thermostat	Heat=Yes; Cool=Yes
Ventilation System	Exhaust Only: 40 cfm, 5.1 watts.

### Lights and Appliances

Interior LED Lighting (%)	100.00	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	369.00	Clothes Dryer CEF	2.62
Dishwasher Energy Factor	0.46	Clothes Washer LER	96.00
Ceiling Fan (cfm/Watt)	0.00	Clothes Washer Capacity	3.81
Range/Oven Fuel	Electric		

Note: Where feature level varies in home, the dominant value is shown.

# ENERGY STAR v1.0 MF Home Verification Summary

**Property**  
 Pennrose, LLC  
 XXX2 Jefferson Ave. #105  
 Newport News, VA 23607

**Organization**  
 Innova Services Corporation  
 (215) 446-9945  
 Adam Blackburn

**HERS**  
 Projected Rating  
 2019-11-18  
 Rating No:CP1002  
 Rater ID:9608274

Weather:Norfolk, VA  
 Carrier Point II  
 CPII Type 1B.blg

**Builder**  
 Breeden Construction

## Projected Rating: Based on Plans - Field Confirmation Required.

### Building Information

Conditioned Area (sq ft) 695  
 Conditioned Volume (cubic ft) 5768  
 Insulated Shell Area (sq ft) 2374  
 Number of Bedrooms 1  
 Housing Type Apartment, inside unit  
 Foundation Type Slab

### Rating

ENERGY STAR HERS Index Target 73  
 HERS Index w/o PV 52  
 HERS Index 52



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.0 Multifamily New Construction Certified Home. HERS Index w/o PV <= ES HERS Index Target to comply.

### Building Shell

Ceiling w/Attic None  
 Sealed Attic None  
 Vaulted Ceiling None  
 Above Grade Walls R-21 U=0.058  
 Found. Walls(Cond) None  
 Found. Walls(Uncond) None  
 Floors None  
 Slab Floors R10 Perim-R10 Under U=0.046

Window Type Silverline EStar  
 Window U-Value: 0.290, SHGC: 0.270  
 Window/Wall Ratio 0.21  
 Infiltration Type Blower door  
 Infiltration Htg: 696 Clg: 696 CFM50  
 Duct Leakage to Outside 27.00 CFM @ 25 Pascals  
 Total Duct Leakage 55.00 CFM @ 25 Pascals

### Mechanical Systems

ASHP Htg: 12.0 kBtuh, 11.5 HSPF. Clg: 12.0 kBtuh, 20.0 SEER.  
 Water Heating Conventional, Elec, 0.91 EF.  
 Programmable Thermostat Heat=Yes; Cool=Yes  
 Ventilation System Exhaust Only: 40 cfm, 5.1 watts.

### Lights and Appliances

Interior LED Lighting (%)	100.00	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	369.00	Clothes Dryer CEF	2.62
Dishwasher Energy Factor	0.46	Clothes Washer LER	96.00
Ceiling Fan (cfm/Watt)	0.00	Clothes Washer Capacity	3.81
Range/Oven Fuel	Electric		

Note: Where feature level varies in home, the dominant value is shown.



- TABLE 1

Schematic Stage HERS Ratings, worst-case units

Unit Type	Address (Unit)	Target HERS	Projected HERS
3H	XXX2 JEFFERSON AVE. #102	74	53
1B	XXX2 JEFFERSON AVE. #105	71	52
1C	XXX2 JEFFERSON AVE. #212	73	52
2B	XXX2 JEFFERSON AVE. #307	74	52
2E	XXX2 JEFFERSON AVE. #413	56	72

Please do not hesitate to contact the undersigned with any questions or concerns.

Sincerely,

**Adam  
Blackburn**

Digitally signed by  
Adam Blackburn  
Date: 2019.11.18  
14:55:04 -05'00'

Adam Blackburn CPHC  
Senior Project Manager  
Innova Services Corporation

Att.:

- Table 1, Design Stage HERS Ratings (worst-case units)
- ENERGY STAR Home Verification Summaries
- MFNC National Program Requirements
- HVAC Design Report (blank)

- 6.2. Total leakage: 8.0 CFM25 per 100 sf of conditioned area.
- 6.3. All ductwork must be sealed at vertical and horizontal seams with mastic. Special attention must be paid to sealing locations at the flex connection at the supply plenum, penetrations in the air handling cabinet, and where supply and return duct boots meet drywall (these seams must be sealed with caulk). All returns must be ducted.
7. Infiltration: 0.30 CFM50 per sf of enclosure area
  - 7.1. Rigorous air sealing of structural elements must be observed, including sill and top plates **at both exterior and demising walls**, rough openings for doors and windows; mechanical, plumbing and electrical penetrations; and at the top and bottom of shaftwalls.
8. Ventilation: exhaust-only strategy implemented via continuously running ENERGY STAR-qualified bathroom exhaust fan, flows as follows:
  - 8.1. 1BR: 40 CFM (continuous) @ 5.1W.
  - 8.2. 2BR: 60 CFM (continuous) @ 7.6W. Note: only one bathroom fan needs to run 24/7. The other may be operated intermittently, subject to the engineers' recommendations.
  - 8.3. 3BR: 90 CFM (continuous) @ 11.4W. Note as above.
  - 8.4. 4BR: 120 CFM (continuous) @ 15.2W. Note as above.
9. Appliances:
  - 9.1. Refrigerator: ENERGY STAR-certified, 14 cu ft, 369 kWh/yr;
  - 9.2. Range/oven: electric (conventional);
  - 9.3. Range hood: ENERGY STAR-certified, ducted to the exterior
  - 9.4. Dishwasher: ENERGY STAR-certified
  - 9.5. Clothes dryers: electric
  - 9.6. Clothes washers: ENERGY STAR-certified
10. Lighting: 100% LED; must meet ENERGY STAR Advanced Lighting Package requirements, including Dark Sky requirements for exterior lighting. Common area lighting must be on occupancy sensors wherever allowed by code.
11. All ENERGY STAR checklists enforced and collected by the Rater, including:
  - 11.1. HVAC Design Report (must be submitted by MEP prior to design review)
  - 11.2. Rater Design Review and Field Checklists
  - 11.3. HVAC Functional Testing Checklist
  - 11.4. Builder Water Management System Requirements.
    - 11.4.1. ENERGY STAR requirements include the installation of pan flashing in window rough openings.
12. Common Areas: under MFNC guidelines, certain design and performance criteria are applicable to common areas within the building. Please see the attached National Program Requirements and HVAC Design Report for specific requirements.
13. *Enterprise Green Communities*: based on the foregoing assumption and projected HERS Indexes, Carrier Point II is expected to earn optional points under the Enterprise Green Communities 2015 Criteria (EGC) in the following categories:
  - 13.1. 5.2(a), Additional Reductions in Energy Use: (12) points;
  - 13.2. 7.4, Elimination of Combustion within the Conditioned Space: (11) points.



1548 S. 16<sup>TH</sup> STREET | PHILADELPHIA PA 19146

DEVELOPERS

PROJECT MANAGERS

GREEN BUILDERS

BUILDING ADVISORS

November 18, 2019

Sherif Ismail  
Pennrose, LLC

VIA EMAIL

Re: *Design Stage HERS Rating Report*  
*Carrier Point II*  
Newport News, VA

Mr. Ismail:

This report is provided to document the design assumptions required to achieve EPA ENERGY STAR for Multifamily New Construction, v. 1.0 (ERI Path)(MFNC) certification for the above-referenced project. Projected ratings were generated using REM-RATE v. 15.8 energy modeling software.

The following assumptions and ratings are based on a following sets of drawings, prepared by Wallace, Roberts & Todd, LLC. (the Architect):

- Schematic Design dated 11/4/19
- Basis of Design dated 11/4/19
- Supplemental sketches dated 11/14/19

The following design assumptions were made in performing the MFNC compliance review. Recommendations for construction details and specification are also provided below. All units modeled for this report were determined to be the “worst-case” of each type, according to location within the building and orientation.

1. Slab insulation: R-10 at the edge, R-20 for 2’ under. Please note that slab edge insulation must extend to the top of the slab or be mitre-cut 1” at the top of the slab, away from the foundation wall. 10 mil (minimum) vapor barrier under slab extending to top of foundation wall.
2. Above grade wall, rim joist and sealed attic wall insulation: R-21 RESNET Grade I batt insulation in stud cavities.
3. Roof insulation: sealed attic (unventilated), R-30 continuous rigid insulation above deck.
4. Windows: ENERGY STAR-labeled double-glazed vinyl single-hung/awning windows with low-E coating and Argon fill;, U-0.29, SHGC-0.27.
5. Heating and cooling: ducted inverter-driven air source heat pumps, varying sizes depending on conditioned area:
  - 5.1. 12 kBTU (1BR and 2BR units): 20 SEER, 11.5 HSPF
    - 5.1.1.Exception: top floor apartments: 18 kBTU
  - 5.2. 18 kBTU (3BR units): 19.7 SEER, 11.3 HSPF
  - 5.3. 24 kBTU (4BR units): 17.5 SEER, 10.8 HSPF
  - 5.4. Domestic hot water heating: individual electric tank water heaters, 0.91 EF.
  - 5.5. Note that Enterprise Green Communities requirement for fixture flow rates and EPA WaterSense labeling apply.
6. Duct leakage:
  - 6.1. Leakage to the outside: 4.0 CFM25 per 100 sf of conditioned area;

S

Supportive Housing  
Certification

**NOT APPLICABLE**



T

Funding Documentation



Karen R. Wilds  
Executive Director

BOARD OF  
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November 26, 2019

Mr. J.D. Bondurant  
Director, Low Income Housing Tax Credit Program  
Virginia Housing Development Authority  
601 S Belvidere St  
Richmond, VA 23220

RE: Carrier Point II LIHTC Application

Dear Mr. Bondurant:

The United States Department of Housing and Urban Development awarded the Newport News Redevelopment and Housing Authority \$30,000,000 of Choice Neighborhood Initiative funds in May, 2019.

This letter is written to confirm the allocation of \$1,713,600 of Choice Neighborhood Initiative funds to the development of the referenced project, Carrier Point II.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Karen R. Wilds  
Executive Director





November 26, 2019

Karen R. Wilds  
Executive Director  
Newport News Redevelopment and Housing Authority  
227 27<sup>th</sup> Street  
Newport News, VA 23607

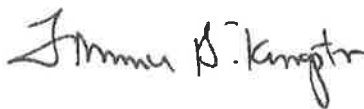
Dear Ms. Wilds:

This letter is written to clarify that the City of Newport News allocated Design and Amenities funds for Carrier Point I and II in the amount of \$269,146 (see attached).

These funds are to be combined with other resources to include Choice Neighborhood Implementation (CNI) funding and Low-Income Housing Tax Credit (LIHTC) funds to undertake this first phase of the CNI Program. Of this amount, \$144,420 is available to Carrier Point I and \$124,726 is available to Carrier Point II.

I look forward to working with you as we carry out this important revitalization effort.

Sincerely,



Florence G. Kingston  
Director

FGK:jer

P:\IDA\IDA19-20\Southeast Community\Choice Neighborhood Initiative\11.26.2019 LTR to Karen Wilds Re Carrier Point.docx

Copy to: Tricia Wilson, Business Development Specialist

Attachment



# City of Newport News

Virginia 23607

2400 Washington Avenue  
(757) 926-8411  
Fax (757) 926-3503

Office Of The City Manager

November 27, 2019

Karen Wilds, President  
Choice Neighborhood II, LLC  
227 - 27<sup>th</sup> Street  
Newport News, Virginia 23607

Re: Allocation of HOME Funds for Carrier Point II Development

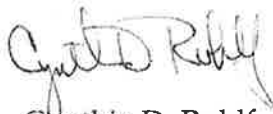
Dear Ms. Wilds:

This letter is in response to your request for an allocation of local HOME monies to assist the Choice Neighborhood II, LLC in the development of the proposed Carrier Point II Project, it being understood that such funds will be combined with other resources, including federal low income housing tax credits, etc. to undertake this venture.

Please be advised that such funding from Newport News' HOME program will be made available to the development in the amount of \$500,000. This award would occur after all other funding is secured and a development agreement has been prepared between the City and the Choice Neighborhood II, LLC to meet all HOME program requirements and after the necessary review of the City Attorney.

We look forward to working with you as you continue towards full development of your project.

Sincerely,

  
Cynthia D. Rohlf  
City Manager

CDR:tfw

P:\LoanProg\HOME Program\Carrier Point II HOME Request Ltr - Nov. 2019.doc

U

Documentation to  
Request Exception to  
Restriction-Pools with  
Little/No Increase in Rent  
Burdened Population

**NOT APPLICABLE**



Nonprofit or LHA Purchase  
Option or Right of First  
Refusal

**PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT**

THIS PURCHASE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT ("Purchase Agreement") is made as of November 25<sup>th</sup>, 2019 by and between **CHOICE NEIGHBORHOOD II, LLC**, a Virginia limited liability company (the "Company"), **NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("Grantee"), and **CHOICE NEIGHBORHOOD II DEVELOPMENT CORPORATION**, a Virginia corporation (the "Manager").

WHEREAS, the Company was formed to construct, develop, maintain, own, operate, lease, dispose of and otherwise deal with an apartment project to be known as Carrier Point II located in Newport News, Virginia (the "Project"); and

WHEREAS, the Manager is wholly owned and controlled by Grantee; and

WHEREAS, Grantee has been and will be instrumental in the development of the Project; and

WHEREAS, the Project is or will be subject to one or more governmental agency regulatory agreements (collectively, the "Regulatory Agreement") restricting its use to low-income housing and may become subject to a low-income use restriction (the "Special Covenant") pursuant to the terms and conditions of this Purchase Agreement (such use restrictions under the Regulatory Agreement and any Special Covenant being referred to collectively herein as the "Use Restrictions"); and

WHEREAS, Grantee and the Manager desire to provide for the continuation of the Project as low-income housing upon termination of the Company by Grantee purchasing the Project at the applicable price determined under this Purchase Agreement and operating the Project in accordance with the Use Restrictions; and

WHEREAS, Grantee and the Manager have negotiated and required that the Company shall execute and deliver this Purchase Agreement in order to provide for such low-income housing,

NOW, THEREFORE, in consideration of the premises herein and the payment by the Grantee to the Company of Ten and 00/100 Dollars (\$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. **Grant of Option.** The Company hereby grants to Grantee an option (the "Option") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof, owned by the Company at the time of purchase (the "Property"), after the close of the fifteen (15) year compliance period for the low-income housing tax credits for the Project (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 Purchase Agreement and subject to the condition's precedent to

exercise of the Option specified herein. The Project real estate is legally described in Exhibit A attached hereto and made a part hereof.

**2. Grant of Refusal Right.** In the event that the Company receives an offer to purchase the Project, Grantee shall have 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 Purchase 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 Purchase 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 Section 10 hereof, whichever first occurs, a governmental entity or qualified nonprofit organization, as defined in section 42(i)(7) and Section 42(h)(5)(C) of the Code, respectively, and (b) any assignment of the Refusal Right permitted under this Purchase 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 Section 10 hereof meeting the requirements of Section 42(i)(7)(A) of the Code. Prior to accepting any such bona fide offer to purchase the Property, the Company shall notify Grantee and the Manager of such offer and deliver to each of them a copy thereof. The Company shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Section 6 hereof.

**3. Purchase Price Under Option.** The purchase price for the Property pursuant to the Option shall be the greater of the following amounts, subject to the proviso set forth hereinbelow:

**a. Debt and Taxes.** An amount sufficient to (i) 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, and (ii) distribute to the Members cash proceeds equal to the taxes projected to be imposed on the Members of the Company as a result of the sale pursuant to the Option; or

**b. Fair Market Value.** The fair market value 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, selected by the Company's regular certified public accountants, who is a member of the Master Appraiser Institute and who has experience in the geographic area in which the Project is located, provided, however, that if prior to exercise of the Option, the Internal Revenue Service (the "Service") has issued a revenue ruling or provided a private letter ruling to the Company, or tax counsel to the Company has issued an opinion letter concluding that property of the nature and use of the Property may be sold under circumstances described in this Purchase Agreement at the greater of the price determined under Section 42(i)(7) of the Code or the price determined under subsection 3.a. hereinabove without limiting tax credits or deductions that would otherwise be available to members of the Company, then the Option price shall be such price.

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 project to occur immediately following the sale pursuant to the Refusal Right (but excluding indebtedness incurred within the five year period ending on the date of sale, as specified in Code §41(i)(7)(B)(i)), and (l) an amount sufficient to distribute to the Members cash proceeds equal to the taxes projected to be imposed on the Members of the Company as a result of the sale pursuant to the Refusal Right.

5. Conditions Precedent. Notwithstanding anything in this Purchase Agreement to the contrary, the Option and the Refusal Right granted hereunder shall be contingent on either (i) the Regulatory Agreement shall have been entered into and remained in full force and effect, and those Use Restrictions to be contained therein shall have remained unmodified without its prior written consent, or (ii) if the Regulatory Agreement is no longer in effect due to reasons other than a default thereunder by the Company, such Use Restrictions, as so approved and unmodified, shall have remained in effect by other means and shall continue in effect by inclusion in the deed as required under paragraph 10 hereof

If any or all of such condition's precedent have not been met, the Option and the Refusal Right shall not be exercisable. Upon any of the events terminating the Manager as Manager of the Company or affecting the Regulatory Agreement as described in this Section 5, the Option and the Refusal Right shall be void and of no further force and effect.

6. Exercise of Option or Refusal Right. The Option and the Refusal Right may each be exercised by Grantee by (a) giving prior 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 Section 6 and (b) complying with the contract and closing requirements of Section 8 hereof. Any such notice of intent to exercise the Option shall be given during the last twelve (12) months of the Compliance Period. Any such notice of intent to exercise the Refusal Right shall be given within one hundred eighty (180) days after Grantee has received the Company's notice of a bona fide offer pursuant to Section 2 hereof. In any case, the notice of intent shall specify a closing date within one year following the date of such notice, but in no event earlier than the termination of the Compliance Period and provided further, in the case of the Option, that the closing date shall be no later than twelve (12) months following the end of the Compliance Period and in the case of the Refusal Right not to exceed six (6) months from the date of the notice of intent. If the foregoing requirements (including those of Section 9 hereof) are not met as and when provided herein, the Option or the Refusal Right, or both, 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 rights under the other shall be subordinate to the rights then being so exercised unless and until such exercise is withdrawn or discontinued, and upon the closing of any sale of the Property pursuant to such notice, all rights shall expire and be of no further force or effect, provided that in the event that the Option and the Refusal Right are hereafter held by different parties by reason of any permitted assignment or otherwise, Grantee in its assignment(s) or such parties by written agreement may specify any other order of priority consistent with the other terms and conditions of this Purchase Agreement.



**7. 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.

**8. 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 in accordance with this Purchase Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Project is located, providing for a closing not later than the date specified in Grantee's notice of intent to exercise of 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 Purchase Agreement shall be specifically enforceable upon the exercise of the Option or the Refusal Right, as applicable. The purchase and sale hereunder shall be closed through a deed-and-money escrow with the title insurer for the Project or another mutually acceptable title company.

**9. Use Restrictions.** In consideration of the Option and the Refusal Right granted hereunder at the price specified herein, Grantee hereby agrees that the deed of the Project to Grantee shall contain a covenant running with the land, restricting use of the Project to low-income housing to the extent required by those Use Restrictions contained in the Regulatory agreement.

If prior to exercise of the Option or the Refusal Right, as applicable, the Service has issued a revenue ruling or provided a private letter ruling to the Company holding that a covenant of the nature described hereinbelow may be utilized without limiting tax credits or deductions that would otherwise be available to the Members of the Company, then as a condition of the Option and the Refusal Right, the deed to Grantee shall include a Special Covenant specifically restricting continued use of the Project to low-income housing as determined in accordance with the same low-income and maximum rent requirements (excluding any right under the Code to raise rents after notice to the applicable state or local housing credit agency if it is unable to find a buyer at the statutory price) as are currently specified in the Regulatory Agreement with reference to the low-income housing tax credits (notwithstanding any future discontinuation of such credits or modification of federal requirements therefor). The Special Covenant shall constitute part of the Use Restrictions. The Special Covenant shall state that it is applicable and enforceable only to the extent such housing produces income sufficient to pay all operating expenses and debt service and fund customary reserves and there is a need for low-income housing in the geographic area in which the Project is located. The Special Covenant shall run with the land for a period of fifteen (15) years after closing of the purchase under the Option or the Refusal Right, as applicable, or, if longer, for the period measured by the then remaining period of Use Restrictions under the Regulatory Agreement, provided that the Special Covenant shall terminate at the option of any holder of the reverter rights described hereinabove, upon enforcement thereof.

In the event that neither the Option nor the Refusal Right is exercised, or the sale pursuant thereto is not consummated, then upon conveyance of the Project to anyone other than

Grantee or its permitted assignee hereunder, the foregoing provisions shall terminate and have no further force and effect.


**10. Assignment.** Grantee may assign all or any of its rights under this Purchase 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 of the Project (each a "Permitted Assignee") that demonstrates its ability and willingness to maintain the Project as low-income housing in accordance with the Use Restrictions, subject in any event to the conditions precedent to the Refusal Right grant and the Option price set forth in Sections 2 and 3 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Company and each of its Members. Upon any permitted assignment hereunder, references in this Purchase 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 Purchase 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 Purchase Agreement and copies of such written agreement are delivered to the Company and each of its Members. Except as specifically permitted herein, Grantee's rights hereunder shall not be assignable.

**11. Miscellaneous.** This Purchase Agreement shall be governed by the laws of the Commonwealth of Virginia. This Purchase Agreement may be executed in counterparts or counterpart signature pages, which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this document as of the date first set forth hereinabove.

COMPANY:

CHOICE NEIGHBORHOOD II, L.L.C.  
BY: CHOICE NEIGHBORHOOD II  
DEVELOPMENT CORPORATION, its Manager

By   
Karen R. Wilds, President

COMMONWEALTH OF VIRGINIA  
CITY OF NEWPORT NEWS, to-wit

I, TERESA G. BENNETT a Notary Public in and for the City and State aforesaid, do certify that Karen R. Wilds, President of Choice Neighborhood II Development Corporation, Manager of Choice Neighborhood II, L.L.C. personally, known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Company known as Carrier Point II L.L.C. on behalf of which said company she has executed the foregoing instrument, all for the uses and purposes set forth therein.

Given under my hand and seal this 26 day of November, 2019

My commission expires: 10/31/2020



Registration Number 7688853



**GRANTEE:**

NEWPORT NEWS REDEVELOPMENT AND  
HOUSING AUTHORITY

By: *Karen R. Wilds*  
Karen R. Wilds, Executive Director

COMMONWEALTH OF VIRGINIA  
CITY OF NEWPORT NEWS, to-wit:

I, TERESA G. BENNETT a Notary Public in and for the City and State aforesaid, do certify that Karen R. Wilds, Executive Director of Newport News Redevelopment and Housing Authority, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Grantee, on behalf of which said Grantee she has executed the foregoing instrument, all for the uses and purposes set forth therein.

Given under my hand and seal this 26 day of November, 2019

My commission expires: 10/31/2020

Registration Number 7688853



*Teresa G. Bennett*

Notary Public

MANAGER:

CHOICE NEIGHBORHOOD II  
DEVELOPMENT CORPORATION

By   
Karen R. Wilds, President

COMMONWEALTH OF VIRGINIA  
CITY OF NEWPORT NEWS, to-wit:

I, Teresa G. Bennett a Notary Public in and tier the City and State aforesaid, do certify that Karen R. Wilds, President of Choice Neighborhood II Development Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that she signed and delivered such instrument as her own free and voluntary act, and as the free and voluntary act of the Manager known as Choice Neighborhood I Development Corporation, on behalf of which said company she has executed the foregoing instrument, all for the uses and purposes set forth therein.

Given under my hand and seal this 26 day of November, 2019.

My commission expires: 10/31/2020

Registration Number 7688853





Notary Public





W

(Reserved)



X

# Marketing Plan

For units meeting accessibility requirements of HUD section  
504





# Marketing Plan

## Carrier Point II

Newport News, VA

This plan provides marketing objectives and direction for the year, based on an analysis of the surrounding market area, property positioning and budget.

**PENNROSE**

## **Owner's Intent**

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Choice Neighborhood I, LLC plans to develop Carrier Point III, a 38-unit affordable multi-family housing development located within Newport News, VA. The Developer plans to construct five (5) units to serve persons with physical disabilities. The construction of five (5) handicapped accessible units will qualify this development for accessibility points by providing the greater of five (5) units or 10% of the project units which conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act. Two (2) of the eight (8) handicapped accessible units will also be equipped specifically with hearing and sight accessibility features.

Carrier Point III will be managed by Pennrose Management Company.

The accessible units will be set aside and marketed to persons with disabilities for a minimum period of 60 days. During this 60 day time period, ongoing marketing efforts to qualified tenants will be documented. If a qualified tenant is not identified within the timeframe, evidence of marketing will be submitted to VHDA's Program Compliance Office and a request for approval will be made to rent the unleased units to any income qualified households.

Pennrose Management Company may alternatively work with VHDA's Compliance Officer to demonstrate marketing to the target population is occurring on an ongoing basis throughout the year, thus allowing Pennrose to fill any vacant 504 units with any income qualified tenant without the unit remaining vacant for 60 days.

In either case, the lease of any qualified non-handicapped tenant located in an accessible unit will contain a provision stipulating the non-handicapped household must move to the next available vacant unit if a household including a person with a disability applies and qualifies for the 504 unit.

First preference on the property's waitlist will be given to persons with a developmental disability (DD) as confirmed by the Virginia Department of Behavioral Health and Development Services for five (5) units.

## **Implementation of Owner's Intent**

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Pennrose Management Company, as the management agent, will rent accessible units only to qualified households, unless a qualified tenant cannot be found during the 60-day marketing effort, or after ongoing marketing efforts as described above. Focused marketing efforts will occur, in addition to normal routine marketing strategies, to ensure qualified individuals are aware of the availability of accessible units.

## **Focused Marketing Efforts**

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**[VirginiaHousingSearch.com](http://VirginiaHousingSearch.com) — Carrier Point II will be posted on the [virginiahousingsearch.com](http://virginiahousingsearch.com) website and will communicate the fact the development has accessible units.**

THRIVE Peninsula — THRIVE Peninsula helps equip people with new perspectives and practical tools as the transition through their crises toward financial peace and accountability. Contact information for THRIVE Peninsula:

Angela York  
Executive Director  
(757) 877-6211  
13195 Warwick Blvd, Unit 2C  
Newport News, VA 23602

Peninsula Agency on Aging—The Peninsula Agency on Aging provides programs in cooperation with other community agencies to assist Older Virginians in independent and productive living. Contact information for Peninsula Agency on Aging:

(757) 873-0541  
739 Thimble Shoals Blvd, Suite 1006  
Newport News, VA 23606

Virginia Department of Behavioral Health and Development Services (VA DBHDS) — The project team has communicated with VA DBHDS and will continue to communicate the availability of units, highlighting the first preference for persons with a developmental disability for five (5) units. Contact information for VA DBHDS:

Jeannie Cummins Eisenhour Sr. Integrated Community Options Specialist (804) 836-4308(804) 786-1393 1220 Bank Street1220 Bank Street Richmond, VA 23219Richmond, VA 23219	Eric Leabough Housing Specialist
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[AccessVA.org](http://AccessVA.org) and other supportive non-profit organizations — The project team will communicate with accessibility minded organizations to inform them of the availability of accessible units at The Residences at North Hill 2.

VHDA — The project team will provide information on the availability of accessible units to the VHDA representatives charged with accessible unit outreach.

## **Objectives**

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- **Priority relocation of Ridley Place residents;**

- Effectively utilize print, online and direct mail advertising to attract qualified residents and fill vacant units in a timely manner.
- Create all marketing resources so that they conform to the spirit, intent, and letter of applicable fair housing laws.
- Educate all site staff of their responsibilities of meeting fair housing goals.
- Ensure that all segments of the population have an equal opportunity to be aware of this housing opportunity
- Collect and analyze data collected from applicants on a voluntary basis during the initial lease-up process, and continue on an optional basis for all subsequent applicants to the sit, to analyze the effectiveness of the initial marketing activities, as well as determine if the racial and ethnic balance is an accurate reflection of the greater community

## Definitions

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Pre-Leasing — For the purpose of this marketing plan, pre-leasing is defined as any time before on-site leasing staff is hired and an on-site leasing office is established. During the Pre-Leasing period, some tasks will need to be accomplished and expenses incurred which will prepare the project to smoothly transition to the Active Lease Up period. Although important to the overall brand of the property, focusing on the actual marketing of the property during the Pre-Leasing period can deplete the sense of urgency for the customer and create advertising burnout. The focus during the Pre-Leasing period will be primarily on preparing to launch the integrated marketing campaign during Active Lease Up, rather than reaching the customer with a direct ask.

Active Lease Up — For the purpose of this marketing plan, Active Lease Up is defined as the period of time that starts on the day that an on-site leasing office begins operations and ends on the day that the project reaches 100% occupancy. On-site staff will be well versed in all applicable programs including the affordability requirements, workforce housing requirements, and local preferences for Eastham residents. Pennrose will work with state funders during this period to coordinate the lottery program. During the Active Lease Up period, the focus will be on reaching prospective residents and educating them on the programs for which they qualify.

Stabilized Marketing — For the purpose of this marketing plan, Stabilized Marketing is defined as the time after the project reaches initial 100% occupancy.

## Pre-Leasing

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Signage — Pennrose Marketing will **design "Coming Soon" signage** for the property. Once approved by Ownership, the signage will be **ordered by Pennrose marketing and installed by on-site personnel**. This signage will initially include **banners** to be displayed strategically on the property.

Two to three months prior to the end of Pre-Leasing, Pennrose Marketing will **design a full complement of "Now Accepting Applications" signage** for the property in preparation for the Active Lease Up. Once approved by Ownership, the signage will be **ordered by Pennrose marketing**. This signage will include **banners** to be displayed strategically on the property, **A-frames** to be placed at strategic points outside of the property, **pole banners** to be hung on the light poles surrounding the property, **window clings** to

be displayed on prominent windows of the property, **bootleg signs** for the area, and **flutter flags** to be placed at the entrance to the leasing office.

Events — The property will host a **Groundbreaking Ceremony** open to community stakeholders and media. Media will receive a **media advisory and press release** related to the event

Print — Pennrose Marketing will file the required Affirmative Fair Housing Marketing Plan (AFHMP) and will place AFHMP ads in local newspapers including Coupe de Cod Times.

Other Marketing — During the Pre-Leasing period the **website and brochure design and copy will be finalized** and the **brochure will be printed**.

During the final month of Pre-Leasing, **Yardi Call Center** will be integrated into the leasing platform in preparation for Active Lease Up. This is a 24-hour live call center to field prospect calls during non-business hours and when on-site staff is not able to answer. Call Center staff will be well versed in all applicable programs including the affordability requirements, workforce housing requirements, and local preferences for Eastham residents.

### **Active Lease Up**

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Signage —All **"Now Accepting Applications" signage** will be installed by on-site personnel. This signage will include **banners** to be displayed strategically on the property, **A-frames** to be placed at strategic points outside of the property, **pole banners** to be hung on the light poles surrounding the property, **window clings** to be displayed on prominent windows of the property, **bootleg signs** for the area, and **flutter flags** to be placed at the entrance to the leasing office.

During the last month before obtaining Certificates of Occupancy (CO's), Pennrose Marketing will **design "Now Open" signage** for the property to replace the "Now Accepting Applications" signage. Once approved by Ownership, the signage will be **ordered by Pennrose marketing**. Once CO's are obtained, the **signage will be installed** by on-site personnel. This signage will include **banners** to be displayed strategically on the property, **A-frames** to be placed at strategic points outside of the property, **pole banners** to be hung on the light poles surrounding the property, **window clings** to be displayed on prominent windows of the property, **bootleg signs** for the area, and **flutter flags** to be placed at the entrance to the leasing office.

Events — After CO's are obtained and after the first move-in, the property will host a **Grand Opening Ceremony** open to community stakeholders and media. Media will receive a **media advisory and press release** related to the event. The Grand Opening will be followed by a **guided tour of the property** and refreshments in the community room or other designated area.

### Internet

Internet Listing Services (ILS) — The property will be listed throughout Active Lease Up on the most effective ILS's for the geographical area.

[VirginiaHousingSearch.com](http://VirginiaHousingSearch.com) — Carrier Point II will be posted on the [virginiahousingsearch.com](http://virginiahousingsearch.com) website and will communicate the fact the development has accessible units.

Other ILS's include [Apartments.com](http://Apartments.com) and Apartment Finder. The property will be listed with **high level packages** that will assist with **SEO** and will give the property **exposure in surrounding markets**.

The property will also utilize **Weblisters premium Craigslist** posting service. Leasing staff will post using Weblisters twice times per day during Active Lease Up which is commensurate with leasing staff at comparable properties.

Other **Marketing** — Active Lease Up will not be initiated before **leasing staff is hired and on-site** to begin the leasing process. The Leasing Office will be open at least one evening during the week and Saturdays to account for working professionals' schedules.

Following the opening of on-site office, a **"Now Accepting Applications" email** will be sent to the property interest list and Groundbreaking attendees. The email will **be published on the property website. Monthly follow-up emails** relating to construction progress, countdown to Grand Opening, and First Move-In will be sent to the list and published on the property website.

After obtaining CO's semi-weekly **Open Houses** will be held during varying times outside of normal business hours (not between 9 am — 5 pm Monday — Friday) and will be staffed by leasing staff.

### **Stabilized Marketing**

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Signage — Existing signage will be **maintained as necessary** by on-site staff following Active Lease Up. Damaged or worn signage will not necessarily need to be replaced during Stabilized Marketing and should be **phased out to a more manageable long-term level** for on-site staff.

Events — A 100% Event should be held for Ownership, Staff, and Residents and can be used as a "Thank You" to attendees for making the Lease Up a success. Media will receive a **media advisory and press release** related to the event.

Internet

ILS — The property's level of ILS listings will be decreased but will remain on the three major sites: [Apartments.com](http://Apartments.com) and Apartment Finder for the benefits of **SEO** and continued **exposure in competitive markets**.

[VirginiaHousingSearch.com](http://VirginiaHousingSearch.com) — Carrier Point II will be posted on the [virginiahousingsearch.com](http://virginiahousingsearch.com) website and will communicate the fact the development has accessible units.

The property will continue to utilize **Weblisters premium Craigslist** posting service but will decrease the posting frequency to once per day, commensurate with leasing staff at comparable properties.

Other Marketing—After reaching 100% occupancy, the Leasing Office will be open during regular business hours and by appointment to account for working professionals' schedules.

After reaching 100% occupancy, a **"Fully Occupied" email** will be sent to the property interest list and event attendees. The email will **be published on the property website.**