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# 2022 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### **Deadline for Submission**

#### 9% Competitive Credits

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

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2022 LIHTC APPLICATION FOR RESERVATION

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

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

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 10, 2022**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

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

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

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

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

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

### Assistance:

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

### Virginia Housing LIHTC Allocation Staff Contact Information

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

**TABLE OF CONTENTS**

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

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

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

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

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Scanned Copy of the <b>Signed</b> Tax Credit Application with Attachments (excluding market study and plans & specifications) <b>(MANDATORY)</b>              |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>                          |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>   |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>   |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>  |
|                                     | The following documents need not be submitted unless requested by Virginia Housing:   |
|                                     | -Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status  |
|                                     | -Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)  |
| <input checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY)</b>  |
|                                     | Tab K: Documentation of Development Location:   |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification   |
| <input checked="" type="checkbox"/> | K.2 Location Map  |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation  |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter  |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter   |
| <input type="checkbox"/>            | Tab N: Homeownership Plan   |
| <input type="checkbox"/>            | Tab O: Plan of Development Certification Letter   |
| <input checked="" type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements  |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property   |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances   |
| <input type="checkbox"/>            | Tab S: Supportive Housing Certification   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation  |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing   |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal   |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)  |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504   |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds   |
| <input checked="" type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation   |
| <input checked="" type="checkbox"/> | Tab AA: Priority Letter from Rural Development  |
| <input checked="" type="checkbox"/> | Tab AB: Social Disadvantage Certification   |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/10/2022

1. Development Name: Birch Island Apartments
2. Address (line 1): 10322 Penny Lane  
 Address (line 2):   
 City: Wakefield State: VA Zip: 23888
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000  
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:  
 City/County of Sussex County
5. The site overlaps one or more jurisdictional boundaries..... FALSE  
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 8704.00
7. Development is located in a **Qualified Census Tract**..... TRUE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** ..... TRUE
10. Development is located in a **Revitalization Area designated by resolution** ..... FALSE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....
 

	3%	10%	12%
	FALSE	FALSE	TRUE

Enter only Numeric Values below:

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

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

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

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

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

Birch Island Apartments consists of (6) two-story garden style apartment buildings an office, laundry, community room and maintenance building. It is stick construction with vinyl siding and asphaly shingles. The project mix is (16) one-bedroom, (24) two-bedroom, and (8) three-bedroom units. Birch Island Apartments TM LLC plans to expend over \$70,000 per unit in hard costs if awarded tax credits.

VHDA TRACKING NUMBER

2022-C-24

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/10/2022

16. Local Needs and Support

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

Chief Executive Officer's Name: Richard Douglas  
 Chief Executive Officer's Title: County Administrator Phone: (434) 246-1000  
 Street Address: 20135 Princeton Road  
 City: Sussex State: VA Zip: 23884

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

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

Richmond MSA Pool

or

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

For Tax Exempt Bonds, where are bonds being issued?

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

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

Carryforward Allocation

Definitions of types:

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

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2022, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:**

Acquisition/Rehab

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

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

FALSE

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

FALSE

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

Name of companion development:

N/A

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

FALSE

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

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

**6. Extended Use Restriction**

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

**Must Select One:**

30

**Definition of selection:**

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

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

TRUE

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

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: Birch Island Apartments TM LLC

Developer Name: TM Associates Development, Inc.

Contact: M/M ▶ Mr. First: Adam MI: J. Last: Stockmaster

Address: 1375 Piccard Drive, Suite 150

City: Rockville St. ▶ MD Zip: 20850

Phone: (240) 428-7799 Ext. 102 Fax: (240) 428-7636

Email address: astockmaster@tmadevelopment.com

Federal I.D. No. 881022197 (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.  
Donald Nuzzio, dnuzzio@tmadevelopment.com, (240)-428-7799

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

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

Names **	Phone	Type Ownership	% Ownership	
Birch Island TMG Manager LLC	(240) 428-7799	Managing Member	65.000%	
TMG I LLC	(240) 428-7799	Member	0.000%	needs
AS Squared, LLC	(240) 428-7799	Managing Member	0.000%	needs
Adam Stockmaster & Ari Severe	(240) 428-7799	Manager/Member	0.000%	needs
M Squared GP LLC	(240) 428-7799	Member	0.000%	needs
Melnick Family Trust	(240) 428-7799	Member	0.000%	needs
Matthew Melnick	(240) 428-7799	Trustee	0.000%	needs
Birch Island Cofresi LLC	(240) 428-7799	Member	25.000%	
Cofresi Development LLC	(240) 428-7799	Member	0.000%	needs
Bree Stockmaster	(240) 428-7799	Member	0.000%	needs
Birch Island PCDC GP LLC	(804) 420-6458	Member	10.000%	
Petersburg Community Development Corporation, In	(804) 420-6458	Member	0.000%	needs
James Hendricks	(804) 420-6458	President	0.000%	needs

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



**C. OWNERSHIP INFORMATION**

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

**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**)

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

**TRUE**

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

**3. Developer Experience:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**D. SITE CONTROL**

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

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

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

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

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

Applicant controls site by (select one):

Select Type:  Purchase Contract

Expiration Date: 12/31/2023

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

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

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

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

**2. Timing of Acquisition by Owner:**

Only one of the following statement should be True.

- a. FALSE ..... Owner already controls site by either deed or long-term lease.
- b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/2023 .
- c. FALSE ..... There is more than one site for development and more than one expected date of acquisition by Owner.

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

**D. SITE CONTROL**

**3. Seller Information:**

Name: Birch Island Limited Partnership

Address: 1375 Piccard Drive, Suite 150

City: Rockville St.: MD Zip: 20850

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

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

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

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

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

**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Allison T. Domson, Esq.	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600, Richmond, VA 23219		
Email:	adomson@williamsmullen.com	Phone:	(804) 420-6915
2. Tax Accountant:	Todd Fentress	This is a Related Entity.	FALSE
Firm Name:	Tidwell Group	DEI Designation?	FALSE
Address:	4249 Easton Way, Suite 210, Columbus, OH 43219		
Email:	todd.fentress@tidwellgroup.com	Phone:	(614) 528-1441
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Matt Melnick	This is a Related Entity.	TRUE
Firm Name:	TM Associates Management, Inc.	DEI Designation?	FALSE
Address:	1375 Piccard Drive, Suite 150, Rockville, MD 20850		
Email:	mmelnick@tmamgroup.com	Phone:	(240)683-0300 x225
5. Contractor:	Bryan E. Parker	This is a Related Entity.	FALSE
Firm Name:	Parker General Contractors, LLC	DEI Designation?	FALSE
Address:	130 Corporation Parkway, Benson, NC 27504		
Email:	bryanp@parker.net	Phone:	(919) 701-4568
6. Architect:	Tom Retnauer	This is a Related Entity.	FALSE
Firm Name:	RBA Architects	DEI Designation?	TRUE
Address:	432 Battlefield Blvd., Suite 101, Chesapeake, VA 23322		
Email:	tom@rbapc.com	Phone:	(757) 546-2471
7. Real Estate Attorney:	Allison T. Domson, Esq.	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600, Richmond, VA 23219		
Email:	adomson@williamsmullen.com	Phone:	(804) 420-6915
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Phone:	
Email:		Phone:	
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... **TRUE**  
**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... **TRUE**  
 If so, in what year did this development receive credits? ..... **1999**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **TRUE**
- d. This development is an existing RD or HUD S8/236 development..... **TRUE**  
**Action:** (If True, provide required form in **TAB Q**)

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

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

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

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

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

- a. Credits are being requested for rehabilitation expenditures..... **TRUE**
  
- b. **Minimum Expenditure Requirements**
  - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **TRUE**
  - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**
  - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**
  - iv. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

**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 #3.)

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

**B. Type of involvement:**

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

Contact Person:

Street Address:

City:  State:  Zip:

Phone:  Contact Email:

**G. NONPROFIT INVOLVEMENT**

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 10.0%

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

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

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

**Name of qualified nonprofit:** Petersburg Community Development Corporation, Inc.

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

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

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

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



**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

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

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

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

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

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

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... 6
- b. Age of Structure:..... 37 years
- c. Number of stories:..... 2

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

e. Commercial Area Intended Use: N/A

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

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

**H. STRUCTURE AND UNITS INFORMATION**

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

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

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

i. Roof Type	▶	Pitched
j. Construction Type	▶	Frame
k. Primary Exterior Finish	▶	Fiber Cement Siding

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

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

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

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

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

**H. STRUCTURE AND UNITS INFORMATION**

**5. Plans and Specifications**

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
  - i. A location map with development clearly defined.
  - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
  - iii. Sketch plans of all building(s) reflecting overall dimensions of:
    - a. Typical floor plan(s) showing apartment types and placement
    - b. Ground floor plan(s) showing common areas
    - c. Sketch floor plan(s) of typical dwelling unit(s)
    - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.
  
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

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

**6. Market Study Data: (MANDATORY)**

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

Project Wide Capture Rate - LIHTC Units	4.50%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	4.50%
Project Wide Absorption Period (Months)	2

**J. ENHANCEMENTS**

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

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

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

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

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

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

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

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 0.00%  | b1. Percentage of brick covering the exterior walls.   |
| 50.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE   | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| TRUE   | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| TRUE   | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|        | f. <i>Not applicable for 2022 Cycles</i>   |
| FALSE  | g. Each unit is provided free individual high speed internet access.   |
|        | or   |
| TRUE   | h. Each unit is provided free individual WiFi access.  |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
|        | or   |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| TRUE   | k. Cooking surfaces are equipped with fire prevention features   |
|        | or   |
| FALSE  | l. Cooking surfaces are equipped with fire suppression features.   |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
|        | or   |
| TRUE   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| TRUE   | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
|        | r. <i>Not applicable for 2022 Cycles</i>   |
| FALSE  | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.  |

J. ENHANCEMENTS

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

- |                                |                                     |                                |                         |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> 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 Virginia Housing's Universal Design Standards.
- 5 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:  
10% of Total Rental Units

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

If not, please explain:

[Redacted area]

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

**I. UTILITIES**

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	30	37	50	0
Air Conditioning	0	32	38	51	0
Cooking	0	7	10	12	0
Lighting	0	10	12	16	0
Hot Water	0	18	23	31	0
Water	0	14	16	21	0
Sewer	0	27	31	43	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$138	\$167	\$224	\$0

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

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

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**TRUE**

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

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

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

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

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

**FALSE**

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

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


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

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

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

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

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

**FALSE** Supportive Housing (as described in the Tax Credit Manual)

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



K. SPECIAL HOUSING NEEDS

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

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

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

3. Leasing Preferences

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

Organization which holds waiting list: Sussex County Housing Office

Contact person: Brenda Drew

Title: Housing Programs Coordinator

Phone Number: (804) 834-1302

Action: Provide required notification documentation (TAB L)

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

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

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

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

3. Target Population Leasing Preference

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

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

First Name: Matt

Last Name: Melnick

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

**K. SPECIAL HOUSING NEEDS**

**4. Rental Assistance**

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

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

- FALSE** Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE** Section 8 New Construction Substantial Rehabilitation
- FALSE** Section 8 Moderate Rehabilitation
- FALSE** Section 8 Certificates
- FALSE** Section 8 Project Based Assistance
- TRUE** RD 515 Rental Assistance
- FALSE** Section 8 Vouchers  
\*Administering Organization: \_\_\_\_\_
- FALSE** State Assistance  
\*Administering Organization: \_\_\_\_\_
- FALSE** Other: \_\_\_\_\_

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

**FALSE**

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

**0**

d. Number of units receiving assistance:	35
How many years in rental assistance contract?	1.00
Expiration date of contract:	9/2/2022
There is an Option to Renew.....	TRUE

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

**L. UNIT DETAILS**

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

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

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


Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	
0	0.00%	30% Area Median	
5	10.42%	40% Area Median	
19	39.58%	50% Area Median	
24	50.00%	60% Area Median	
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
0	0.00%	Market Units	
48	100.00%	<b>Total</b>	

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	
0	0.00%	30% Area Median	
5	10.42%	40% Area Median	
19	39.58%	50% Area Median	
24	50.00%	60% Area Median	
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
0	0.00%	Market Units	
48	100.00%	<b>Total</b>	

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

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	2	2	549.85	\$601.00	\$1,202
Mix 2	2 BR - 1 Bath	40% AMI	2	2	723.61	\$649.00	\$1,298
Mix 3	3 BR - 1 Bath	40% AMI	1	1	966.56	\$754.00	\$754
Mix 4	1 BR - 1 Bath	50% AMI	6		549.85	\$601.00	\$3,606
Mix 5	2 BR - 1 Bath	50% AMI	10		723.61	\$649.00	\$6,490
Mix 6	3 BR - 1 Bath	50% AMI	3		966.56	\$754.00	\$2,262
Mix 7	1 BR - 1 Bath	60% AMI	8		592.83	\$601.00	\$4,808
Mix 8	2 BR - 1 Bath	60% AMI	12		766.45	\$649.00	\$7,788
Mix 9	3 BR - 1 Bath	60% AMI	4		1026.89	\$754.00	\$3,016
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0

**L. UNIT DETAILS**

Mix 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
Mix 27								\$0
Mix 28								\$0
Mix 29								\$0
Mix 30								\$0
Mix 31								\$0
Mix 32								\$0
Mix 33								\$0
Mix 34								\$0
Mix 35								\$0
Mix 36								\$0
Mix 37								\$0
Mix 38								\$0
Mix 39								\$0
Mix 40								\$0
Mix 41								\$0
Mix 42								\$0
Mix 43								\$0
Mix 44								\$0
Mix 45								\$0
Mix 46								\$0
Mix 47								\$0
Mix 48								\$0
Mix 49								\$0
Mix 50								\$0
Mix 51								\$0
Mix 52								\$0
Mix 53								\$0
Mix 54								\$0
Mix 55								\$0
Mix 56								\$0
Mix 57								\$0
Mix 58								\$0
Mix 59								\$0
Mix 60								\$0
Mix 61								\$0
Mix 62								\$0
Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0

**L. UNIT DETAILS**

Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
Mix 80								\$0
Mix 81								\$0
Mix 82								\$0
Mix 83								\$0
Mix 84								\$0
Mix 85								\$0
Mix 86								\$0
Mix 87								\$0
Mix 88								\$0
Mix 89								\$0
Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
<b>TOTALS</b>			48	5				\$31,224

<b>Total Units</b>	<b>48</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>34,995.96</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>34,995.96</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,300
2. Office Salaries			\$0
3. Office Supplies			\$5,000
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$42,624
<u>11.23%</u> of EGI	<u>\$888.00</u>	Per Unit	
6. Manager Salaries			\$38,362
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$112
9. Auditing			\$6,900
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$3,081
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$3,000
<b>Total Administrative</b>			<b>\$100,379</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$7,300
16. Water			\$13,000
17. Gas			\$1,250
18. Sewer			\$19,800
<b>Total Utility</b>			<b>\$41,350</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$2,000
23. Trash Removal			\$5,900
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$800
27. Grounds Contract			\$50
28. Maintenance/Repairs Payroll			\$40,000
29. Repairs/Material			\$6,000
30. Repairs Contract			\$6,500
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$400
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$750
37. Miscellaneous			\$0
<b>Totals Operating &amp; Maintenance</b>			<b>\$62,400</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$9,696
39. Payroll Taxes	\$10,136
40. Miscellaneous Taxes/Licenses/Permits	\$463
41. Property & Liability Insurance	\$12,720
42. Fidelity Bond	\$78
43. Workman's Compensation	\$1,400
44. Health Insurance & Employee Benefits	\$14,700
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$49,193</b>

<b>Total Operating Expense</b>	<b>\$253,322</b>
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<b>Total Operating Expenses Per Unit</b>	<b>\$5,278</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>66.71%</b>
--	----------------	--	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$25,200</b>
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<b>Total Expenses</b>	<b>\$278,522</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	2/2/2022	Adam J. Stockmaster
b. Site Acquisition	12/31/2022	Adam J. Stockmaster
c. Zoning Approval	2/22/2022	Richard Douglas
d. Site Plan Approval	N/A	N/A
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	10/1/2022	Adam J. Stockmaster
ii. Conditional Commitment	11/1/2022	Corbin Anderson
iii. Firm Commitment	12/1/2022	Corbin Anderson
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	9/1/2022	Adam J. Sotckmaster
ii. Conditional Commitment	11/1/2022	Jonathen Bell
iii. Firm Commitment	11/1/2022	Jonathen Bell
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	DHCD HTF	Adam J. Stockmaster
ii. Application	6/1/2022	Adam J. Stockmaster
iii. Award/Commitment	10/1/2022	Chloe Rote
<b>2. Formation of Owner</b>	2/8/2022	Adam J. Stockmaster
<b>3. IRS Approval of Nonprofit Status</b>	8/1/1990	James Hendricks
<b>4. Closing and Transfer of Property to Owner</b>	6/1/2023	Adam J. Stockmaster
<b>5. Plans and Specifications, Working Drawings</b>	9/15/2022	Tom Retnauer
<b>6. Building Permit Issued by Local Government</b>	6/1/2023	Tim Barila
<b>7. Start Construction</b>	6/1/2023	Adam J. Stockmaster
<b>8. Begin Lease-up</b>	6/1/2023	Matt Melnick
<b>9. Complete Construction</b>	12/31/2023	Adam J. Stockmaster
<b>10. Complete Lease-Up</b>	12/31/2023	Matt Melnick
<b>11. Credit Placed in Service Date</b>	12/31/2023	Adam J. Stockmaster



**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	2,750,000	0	0	2,750,000
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	2,750,000	0	0	2,750,000
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	200,000	0	0	200,000
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	200,000	0	0	200,000
<b>Total Structure and Land</b>	2,950,000	0	0	2,950,000
r. General Requirements	176,999	0	0	176,999
s. Builder's Overhead ( 2.0% Contract)	59,000	0	0	59,000
t. Builder's Profit ( 6.0% Contract)	176,999	0	0	176,999
u. Bonds	26,904	0	0	26,904
v. Building Permits	33,630	0	0	33,630
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: Termite	10,000	0	0	10,000
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
<b>Contractor Costs</b>	\$3,433,532	\$0	\$0	\$3,433,532

**O. PROJECT BUDGET - OWNER COSTS**

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

MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$2,813 /Unit)	135,000	0	0	135,000
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	0	0	0	0
e. Environmental	6,000	0	0	6,000
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	30,000	0	0	30,000
h. Appraisal	6,000	0	0	6,000
i. Market Study	4,500	4,500	0	0
j. Site Engineering / Survey	15,000	0	0	15,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	35,993	0	0	35,993
n. Construction Interest ( 0.0% for 0 months)	101,340	0	0	0
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	26,904	0	0	26,904
q. Permanent Loan Fee ( 0.0% )	20,000	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	5,000	0	10,000
u. Accounting	0	0	0	0
v. Title and Recording	35,000	20,000	0	15,000
w. Legal Fees for Closing	105,000	20,000	0	85,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	38,100			
z. Tenant Relocation	192,000	0	0	0
aa. Fixtures, Furnitures and Equipment	20,000	0	0	20,000
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	178,533	0	0	0
ad. Contingency	48,000	0	0	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify: Needs Assessment	6,500	0	0	0
(2) Other* specify: Tenant Protection Reserve	9,000	0	0	0
(3) Other* specify: Construction Contingency	336,300	0	0	336,300
(4) Other* specify: Construction Inspector	15,000	0	0	15,000
(5) Other * specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$1,379,170</b>	<b>\$49,500</b>	<b>\$0</b>	<b>\$736,197</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$4,812,702</b>	<b>\$49,500</b>	<b>\$0</b>	<b>\$4,169,729</b>
<b>3. Developer's Fees</b> Action: Provide Developer Fee Agreement (Tab A)	<b>823,524</b>	<b>0</b>	<b>0</b>	<b>823,524</b>
<b>4. Owner's Acquisition Costs</b>				
Land	410,000			
Existing Improvements	1,390,000	1,481,616		
Subtotal 4:	\$1,800,000	\$1,481,616		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$7,436,226	\$1,531,116	\$0	\$4,993,253

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:**

**\$823,524**

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

\$148 **Meets Limits**  
\$231

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

\$117,421 **Meets Limits**  
\$225,968

2022 Low-Income Housing Tax Credit Application For Reservation

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	7,436,226	1,531,116	0	4,993,253
<b>2. Reductions in Eligible Basis</b>				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
<b>3. Total Eligible Basis (1 - 2 above)</b>		1,531,116	0	4,993,253
<b>4. Adjustment(s) to Eligible Basis</b> (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	1,497,976
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			0	6,491,229
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		1,531,116	0	6,491,229
<b>7. Applicable Percentage</b> <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		4.00%		9.00%
<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)		\$61,245	\$0	\$584,211
		\$645,456 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. VCC			\$4,300,000	Corbin Anderson
2.				
3.				
Total Construction Funding:			\$4,300,000	

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

Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. SPARC			\$350,000	\$19,808	2.95%	25	25
2. USDA RD			\$1,484,314	\$37,736	1.00%	50	30
3. HTF			\$700,000	\$21,000	3.00%	1000	30
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$2,534,314	\$78,544			

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

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

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

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

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$1,484,314
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$350,000
g.	HOME Funds	\$0
h.	Other: HTF	\$700,000
i.	Other:	\$0

Market-Rate Loans

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

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

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

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

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

Two empty yellow rectangular boxes for listing financing and credit enhancements.

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

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

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

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

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

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$190,913	(Note: Deferred Developer Fee cannot be negative.)		
iv. Other: Replacement Reserve	\$100,000			
<b>ACTION:</b> If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at <b>TAB A.</b>				
<b>Equity Total</b>	<u>\$290,913</u>			

**2. Equity Gap Calculation**

a. Total Development Cost	\$7,436,226	
b. Total of Permanent Funding, Grants and Equity	-	<u>\$2,825,227</u>
c. Equity Gap		\$4,610,999
d. Developer Equity	-	<u>\$460</u>
e. Equity gap to be funded with low-income tax credit proceeds		\$4,610,539

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

a. Actual or Anticipated Name of Syndicator:	The Richman Group Affordable Housing Corp.		
Contact Person:	Collin Gilbert	Phone:	(203) 869-0900 Ext. 363
Street Address:	777 West Putnam Avenue		
City:	Greenwich	State:	
		Zip:	06830
b. Syndication Equity			
i. Anticipated Annual Credits		\$530,000.00	
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)		\$0.870	
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		\$529,947	
vi. Total to be paid by anticipated users of credit (e.g., limited partners)		\$4,610,539	
c. Syndication: Private			
d. Investors: Corporate			

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs	<u>\$4,610,539</u>
---	--------------------

**5. Net Equity Factor**

Must be equal to or greater than 85%	<u>87.0000018870%</u>
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**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by Virginia Housing to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, Virginia Housing at all times retains the right to substitute such information and assumptions as are determined by Virginia Housing to be reasonable for the information and assumptions provided herein as to costs (including development fees, profits, etc.), sources for funding, expected equity, etc. Accordingly, if the development is selected by Virginia Housing for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$7,436,226</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$2,825,227</u>
3. Equals Equity Gap		<u>\$4,610,999</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>87.0000018870%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$5,299,999</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$530,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$645,456</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$530,000</u>
Credit per LI Units	<u>\$11,041.6667</u>	
Credit per LI Bedroom	<u>\$6,022.7273</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$530,000</b>

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units	\$31,224
Plus Other Income Source (list): <u>Laundry, Vending, Cleaning, Other</u>	<u>\$2,800</u>
Equals Total Monthly Income:	<u>\$34,024</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$408,288
Less Vacancy Allowance <u>7.0%</u>	<u>\$28,580</u>
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b><u>\$379,708</u></b>

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

Total Monthly Income for Market Rate Units:	\$0
Plus Other Income Source (list): <u></u>	<u>\$0</u>
Equals Total Monthly Income:	<u>\$0</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance <u>0.0%</u>	<u>\$0</u>
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>	<b><u>\$0</u></b>

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

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

a. Annual EGI Low-Income Units	\$379,708
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$379,708
d. Total Expenses	\$278,522
e. Net Operating Income	\$101,186
f. Total Annual Debt Service	\$78,544
g. Cash Flow Available for Distribution	\$22,642

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	379,708	387,302	395,048	402,949	411,008
Less Oper. Expenses	278,522	286,878	295,484	304,349	313,479
Net Income	101,186	100,424	99,564	98,600	97,529
Less Debt Service	78,544	78,544	78,544	78,544	78,544
Cash Flow	22,642	21,880	21,020	20,056	18,985
Debt Coverage Ratio	1.29	1.28	1.27	1.26	1.24

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	419,228	427,613	436,165	444,888	453,786
Less Oper. Expenses	322,883	332,570	342,547	352,823	363,408
Net Income	96,345	95,043	93,618	92,065	90,378
Less Debt Service	78,544	78,544	78,544	78,544	78,544
Cash Flow	17,801	16,499	15,074	13,521	11,834
Debt Coverage Ratio	1.23	1.21	1.19	1.17	1.15

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	462,862	472,119	481,561	491,193	501,016
Less Oper. Expenses	374,310	385,540	397,106	409,019	421,290
Net Income	88,551	86,579	84,456	82,174	79,727
Less Debt Service	78,544	78,544	78,544	78,544	78,544
Cash Flow	10,007	8,035	5,912	3,630	1,183
Debt Coverage Ratio	1.13	1.10	1.08	1.05	1.02

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

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

**Must Complete**

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

Number of BINS: 6

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: <b>DO NOT use the CUT feature</b> <b>DO NOT SKIP LINES BETWEEN BUILDINGS</b>				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS					Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
		Street Address 1	Street Address 2	City	State	Zip														
1.	VA9906501	8	0	10322 Penny Lane	901 - 908	Wakefield	VA	23888	\$255,186	4.00%	\$10,207				\$0	\$1,081,872			9.00%	\$97,368
2.	VA9906502	8	0	10323 Penny Lane	909 - 916	Wakefield	VA	23888	\$255,186	4.00%	\$10,207				\$0	\$1,081,872			9.00%	\$97,368
3.	VA9906503	8	0	10324 Penny Lane	917 - 924	Wakefield	VA	23888	\$255,186	4.00%	\$10,207				\$0	\$1,081,872			9.00%	\$97,368
4.	VA9906504	8	0	10325 Penny Lane	925 - 932	Wakefield	VA	23888	\$255,186	4.00%	\$10,207				\$0	\$1,081,872			9.00%	\$97,368
5.	VA9906505	8	0	10326 Penny Lane	933 - 940	Wakefield	VA	23888	\$255,186	4.00%	\$10,207				\$0	\$1,081,872			9.00%	\$97,368
6.	VA9906506	8	0	10327 Penny Lane	941 - 948	Wakefield	VA	23888	\$255,186	4.00%	\$10,207				\$0	\$1,081,869			9.00%	\$97,368
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

48 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$1,531,116

\$61,245

\$0

\$0

\$6,491,229

\$584,211

Number of BINS: 6

**V. STATEMENT OF OWNER**

The undersigned hereby acknowledges the following:


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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Birch Island Apartments TM LLC  
By: Birch Island TMG Manager LLC, its Managing Mem  
By: TMG I LLC, its Manager By: AS Squared, LLC, its Ma

By:   
 Its: Managing Member, Adam J. Stockmaster  
 (Title)

**V. STATEMENT OF ARCHITECT**

The architect signing this document is certifying that the development plans and specifications incorporate all Virginia Housing Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

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

Legal Name of Architect:	Tom Retnauer
Virginia License#:	10812
Architecture Firm or Company:	RBA Architects

By: 

Its: President, Tom Retnauer  
(Title)

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

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

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

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

**MANDATORY ITEMS:**

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

**Included**

Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y

- Y or N
- Y or N
- Y or N
- Y or N
- Y or N
- Y or N
- Y or N
- Y or N
- Y, N, N/A
- Y or N
- Y or N
- Y or N
- Y or N
- Y or N

**Score**

0
0
0
0
0
0
0
0
0
0
0
0
0
0
0

Total: 0.00

**1. READINESS:**

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development < no points offered in Cycle 2022 >
- 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
N
N/A
Y
N
N

- 0 or -50
- 0 or -25
- 0 pts for 2022
- 0 or 10
- 0 or 15
- 0 or 15

0.00
0.00
0.00
10.00
0.00
0.00

Total: 10.00

**2. HOUSING NEEDS CHARACTERISTICS:**

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

Y
Y
0.00%
N
N
12%
Y
N

- 0 or up to 5
- 0 or 20
- Up to 40
- 0 or 5
- 0 or 10
- 0, 20, 25 or 30
- 0 or 15
- Up to 20

5.00
20.00
0.00
0.00
0.00
20.00
15.00
0.00

Total: 60.00



3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			61.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Proximity to public transportation (within Northern VA or Tidewater)	N	0, 10 or 20	0.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	10%	Up to 15	1.56
g. Developments with less than 100 low income units	Y	up to 20	20.00
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>142.56</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$90,000	\$59,700

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	16.67%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.42%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			<u>60.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience (Subdivision 5a - options a,b or c)	Y	0, 10 or 25	25.00
b. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
c. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
h. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Socially Disadvantaged Principal owner 25% or greater	Y	0 or 5	5.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>30.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	59.63
b. Cost per unit		Up to 100	96.08
Total:			<u>155.71</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			<u>70.00</u>

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

**TOTAL SCORE: 528.27**

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	20.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	1.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. N/A for 2022	0	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>61.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<b><u>61.00</u></b>

X. Development Summary

Summary Information

2022 Low-Income Housing Tax Credit Application For Reservation

**Deal Name:** Birch Island Apartments

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

**Requested Credit Amount:** \$530,000  
**Jurisdiction:** Sussex County  
**Population Target:** General  
**Owner Contact:** Adam Stockmaster

**Total Score**  
528.27

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$2,534,314	\$52,798	\$67	\$78,544
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$2,950,000	\$61,458	\$78	39.67%
General Req/Overhead/Profit	\$412,998	\$8,604	\$11	5.55%
Other Contract Costs	\$70,534	\$1,469	\$2	0.95%
Owner Costs	\$1,379,170	\$28,733	\$36	18.55%
Acquisition	\$1,800,000	\$37,500	\$47	24.21%
Developer Fee	\$823,524	\$17,157	\$22	11.07%
<b>Total Uses</b>	<b>\$7,436,226</b>	<b>\$154,921</b>		

Total Development Costs	
Total Improvements	\$4,812,702
Land Acquisition	\$1,800,000
Developer Fee	\$823,524
<b>Total Development Costs</b>	<b>\$7,436,226</b>

**Proposed Cost Limit/Sq Ft:** \$148  
**Applicable Cost Limit/Sq Ft:** \$231  
**Proposed Cost Limit/Unit:** \$117,421  
**Applicable Cost Limit/Unit:** \$225,968

Income	
Gross Potential Income - LI Units	\$408,288
Gross Potential Income - Mkt Units	\$0
Subtotal	\$408,288
Less Vacancy %	7.00%
<b>Effective Gross Income</b>	<b>\$379,708</b>

**Rental Assistance?** TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$100,379	\$2,091
Utilities	\$41,350	\$861
Operating & Maintenance	\$62,400	\$1,300
Taxes & Insurance	\$49,193	\$1,025
<b>Total Operating Expenses</b>	<b>\$253,322</b>	<b>\$5,278</b>
Replacement Reserves	\$25,200	\$525
<b>Total Expenses</b>	<b>\$278,522</b>	<b>\$5,803</b>

Cash Flow	
EGI	\$379,708
Total Expenses	\$278,522
<b>Net Income</b>	<b>\$101,186</b>
Debt Service	\$78,544
<b>Debt Coverage Ratio (YR1):</b>	<b>1.29</b>

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

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	5	5
50% AMI	19	19
60% AMI	24	24
>60% AMI	0	0
Market	0	0

**Income Averaging?** FALSE

**Extended Use Restriction?** 30

**i. Efficient Use of Resources**

**Credit Points for 9% Credits:**

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

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

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

Combined Max	\$645,456
Credit Requested	\$530,000
% of Savings	17.89%
Sliding Scale Points	59.63

4% Deals EUR Points
0.00

**Cost Points:**

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

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

Total Costs Less Acquisition	\$5,636,226
Total Square Feet	38,040.53
Proposed Cost per SqFt	\$148.16
Applicable Cost Limit per Sq Ft	\$231.00
% of Savings	35.86%
Total Units	48
Proposed Cost per Unit	\$117,421
Applicable Cost Limit per Unit	\$225,968
% of Savings	48.04%
Max % of Savings	48.04%
Sliding Scale Points	96.08

\$/SF = **\$180.01** Credits/SF = **13.93253** Const \$/unit = **\$71,531.92**

TYPE OF PROJECT  
LOCATION  
TYPE OF CONSTRUCTION

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

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

**400**  
**3**

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	630.90	808.72	1,067.10	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	16	24	8	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	11,550	15,675	16,913	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	11,550	15,675	16,913	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	11,550	15,675	16,913	0	0	0	0
PROJECT CREDIT PER UNIT	0	8,790	11,268	14,867	0	0	0	0
CREDIT PER UNIT POINTS	0.00	15.93	28.12	4.03	0.00	0.00	0.00	0.00

TOTAL CREDIT PER UNIT POINTS

**0.00**

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

Credit Parameters - Elderly

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

Credit Parameters - General

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

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

Credit Parameters - Elderly

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

Credit Parameters - General

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

# **Tab A:**

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

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**FIRST AMEDNDED AND RESTATED  
OPERATING AGREEMENT  
OF  
BIRCH ISLAND APARTMENTS TM LLC  
EFFECTIVE AS OF March 1, 2022**

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**FIRST AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
BIRCH ISLAND APARTMENTS TM LLC**

THIS FIRST AMENDED AND RESTATED OPERATING AGREEMENT is made and entered into effective as of March 1, 2022, by Birch Island TMG Manager LLC, a Virginia limited liability company, Birch Island Cofresi LLC, a Virginia limited liability company and Birch Island PCDC GP LLC, a Virginia limited liability company, who agree as follows:

RECITALS

WHEREAS, the Company was formed pursuant to Articles of Organization filed with the Virginia State Corporation Commission on February 17, 2020;

WHEREAS, the Company was originally constituted pursuant to an Operating Agreement dated February 17, 2020 (“Original Operating Agreement”), by and among AS Squared, LLC and Petersburg Community Development Corporation, Inc, as the sole members (the “Original Members”);

WHEREAS, the Original Members assigned all of their right, title and interest in the Company to the Member pursuant to a Membership Interest Assignment and Assumption Agreement dated as of March 1, 2022;

WHEREAS, the Member desires to continue the Company pursuant to the Act and amend and restate the Original Operating Agreement in its entirety pursuant to the terms hereof; and

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member agrees as follows:

**SECTION 1  
ORGANIZATIONAL MATTERS**

**1.01 Formation.** The Company was formed as a Virginia limited liability company under the Act on February 17, 2020. The rights and obligations of the Members shall be as provided in the Act, except as otherwise expressly provided herein. In the event of any inconsistency between any terms and conditions contained in this Agreement and any non-mandatory provisions of the Act, the terms and conditions contained in this Agreement shall govern and in the event of any inconsistency between any items and conditions contained in this Agreement and any mandatory provisions of the Act, the terms and conditions of the Act shall govern.

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



**1.03 Principal Office.** The principal office of the Company is 1375 Piccard Drive, Suite 150, Rockville, Maryland 20850, or such other place as the Managers may from time to time designate. The Company may have other offices at any place or places as may be determined by the Managers.

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

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

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

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

**1.08 Term.** The Company commenced on February 17, 2020, and shall continue until terminated pursuant to this Agreement.

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

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

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

(b) “Additional Member” shall mean any Person who, after the execution of this Operating Agreement, pursuant to Section 10.06, is issued a Membership Interest by the Company in exchange for a Capital Contribution.

(c) “Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant fiscal year or other period after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts that such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the next to the last sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

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

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

(f) “Capital Account” as of any given date shall mean the account calculated and maintained by the Company for each Member as specified in Section 8.

(g) “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.

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

(i) “Company” shall mean Birch Island Apartments TM LLC, a Virginia limited liability company, as set forth in the Certificate of Organization issued by the Virginia State Corporation Commission on February 17, 2020.

(j) “Depreciation” means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its

adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.

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

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

(m) “Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Managers;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (A) the acquisition of an additional interest in the Company following its initial capitalization by any new or existing Member in exchange for more than a de minimus Capital Contribution or in exchange for services; (B) the distribution by the Company to a Member of more than a de minimus amount of Company property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (A) and (B) above shall be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by such Member and the Managers; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (iv) of the definition of Profits and Losses; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent the Managers determine that an adjustment pursuant to subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii), or (iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(n) “Manager” shall mean a manager as defined in the Act and as specified in Section 4.

(o) “Member” shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become an Additional Member or a Substitute Member pursuant to the terms hereof, so long as any such party continues to hold a Membership Interest.

(p) “Membership Interest” shall mean the percentage interest in the Company of a Member (or a Successor in Interest thereof) set forth on Schedule 1 as amended from time to time, including all of the rights, privileges and obligations of the Member relating to his status as a Member (or Successor in Interest in the Company).

(q) “Net Cash Flow” shall mean, with respect to any fiscal period, all cash receipts during such fiscal period not used for capital expenditures and not considered as Net Cash Flow in a prior fiscal period and any amount theretofore held in any reserve that was not considered as part of Net Cash Flow in a prior fiscal period which the Managers determine need not be held any longer in reserve, all determined in accordance with the Company’s method of accounting, less Operating Expenses.

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

(s) “Operating Expenses” shall mean, with respect to any fiscal period, (i) to the extent paid other than with cash withdrawn from reserves, the amount of cash disbursed in such period in order to operate the Company and to pay expenses (including, without limitation, wages, taxes, insurance, repairs, and/or other costs and expenses) incident to the ownership or operation of the property or the Company and (ii) amounts added to reserves as determined by the Managers.

(t) “Partnership Audit Procedures” has the meaning given to that term in Section 9.09.

(u) “Partnership Representative” has the meaning given to that term in Section 9.09.

(v) “Permitted Transferee” shall mean (i) other Members; (ii) in the case of a Member that is a natural person and not an Entity, the spouse, the children or other descendants of any such Member (whether naturally born or legally adopted), or a trustee who holds such Membership Interest in trust for the exclusive benefit of the Member, such individual Member’s spouse, such individual Member’s children and descendants (whether naturally born or legally

adopted) or any one or more of such persons; or (iii) in the case of a Member that is a trustee of a Trust, the beneficiaries of such trust.

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

(x) “Profits” and “Losses” means, for each fiscal year, an amount equal to the Company’s taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year, computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member’s Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this definition of Profits and Losses, any items that are specially allocated pursuant to Section 9.03 or Section 9.04 shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Sections 9.03 and 9.04 shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

(y) “Regulations” means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(z) “Substitute Member” shall mean a Successor in Interest who is admitted to the Company as a Member pursuant to Sections 10.03 and 10.04.

(aa) “Successor in Interest” means a Person other than a Member who is an assignee, transferee, successor or legatee of, or who otherwise succeeds to an ownership interest in, all or any portion of a Member’s Membership Interest and who has not been admitted as a Substitute Member.

(bb) “Voting Unit” means the measure of the rights of a Member of the Company, pursuant to the provisions of this Agreement, to participate in the management and affairs of the Company and to vote on Company matters. The number of Voting Units possessed by a Member is determined in accordance with Section 7 hereof. Each Member’s Voting Units are set forth on Schedule 1 hereto, as it may be amended from time to time.

### **SECTION 3** **MEMBERS**

**3.01 Names and Addresses.** The names and mailing addresses of all Members are set forth on Schedule 1 attached hereto, which shall be amended from time to time to reflect changes in the identity and/or addresses of the Members.

### **SECTION 4** **MANAGEMENT**

**4.01 Managers.** The Company shall be managed under the direction of at least 1 and not more than 3 Managers, who shall be called individually a “Manager,” and collectively, the “Managers.” The Managers shall be elected by the Members as provided in Section 4.04. The initial Managers of the Company shall be Birch Island TMG Manager LLC and Birch Island PCDC GP LLC. Notwithstanding anything to the contrary herein, the powers of the Managers hereunder shall be exercised by the majority-in-interest of the Managers (based on their respective Membership Interests in the Company).

**4.02 General Powers of the Managers.**

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

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

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

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

(iii) Collect funds due to the Company.

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

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

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

(vii) Employ from time to time persons, firms or corporations for the operation and management of the Company, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, supplies, 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.

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

(ix) Register the Company as a tax shelter with the Internal Revenue Service and furnish to the Internal Revenue Service lists of investors in the Company, if required, pursuant to applicable provisions of the Code.

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

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

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

(c) Notwithstanding the foregoing, the vote, approval or consent of a majority of the Members, determined on a per capita basis, shall be necessary and sufficient for the Manager to take any action on behalf of the Company listed below:

(i) Confess a judgment against the Company;

(ii) Possess or in any manner deal with the Company's assets or assign the Company's rights in any Company assets for other than Company purposes; or

(iii) Change or reorganize the Company into any other legal form or cause the Company to merge with any other Person.

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

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

**4.04 Removal; Vacancy.** A Manager may be removed at any time by the affirmative vote of Members holding at least eighty percent (80%) of the Voting Units when, in their judgment, the best interests of the company will be served thereby. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any vacancy created or caused by removal, death, resignation or disqualification shall be filled by the affirmative vote of Members holding at least eighty percent (80%) of the Voting Units.

**4.05 Compensation.** The compensation, if any, of the Managers shall be fixed from time to time by the Members. The Managers shall be entitled to reimbursement for expenses incurred by them in performing their duties, according to the policies set by the Members from time to time. Any amount paid as compensation to a Manager who is also a Member shall be treated as a guaranteed payment in accordance with Code Section 707(c).



#### **4.06 Power of Attorney.**

(a) Each Member does hereby irrevocably constitute and appoint the Managers serving in office from time to time, and each of them, as the Company's true and lawful attorney-in-fact, with full power and authority in their or 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 Members under the laws of the Commonwealth of Virginia or under the applicable laws of any other jurisdiction to the extent the Managers deem any such filing to be necessary or desirable;

(ii) Any instrument or document which may be required to effect the continuation of the Company, the admission of an Additional or Substitute Member, or the dissolution and termination of the Company pursuant to the provisions of this Operating Agreement; and

(iii) Any agreement, instrument, lease, deed, deed of trust, promissory note, certificate or other document in the name or on behalf of the Company which is necessary or appropriate to implement, effectuate or otherwise carry out any transaction to which the Company is a party or to which the Company or any of its assets is or may be subject, provided such transaction has been approved by the Managers or the Members, as the case may be, in accordance with the provisions of this Operating Agreement.

(b) The appointment by each Member of the Managers of the Company as his attorneys-in-fact is irrevocable and shall be deemed to be a power coupled with an interest and shall survive the disability, incompetence, bankruptcy, death or dissolution of any Person given such power, except, that in the event of an assignment by a Member of all or any part of his Membership Interest, this power of attorney shall survive such assignment only until such time, if any, as the successor in interest shall have been admitted to the Company as a Substitute Member and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

**4.07 Managers Have No Exclusive Duty to Company.** Unless otherwise expressly provided hereunder or under any other agreement entered into between the Company and such Manager, a Manager shall not be required to manage the Company as his sole and exclusive function, and he may have other business interests and may engage in other activities in addition to those relating to the Company, and neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of such Manager or to the income or proceeds derived therefrom.

**4.08 Single Manager.** If at any time there is only one person serving as a 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 Agreement to "Managers" shall be deemed to refer to such single Manager.

**4.09 Transactions with Managers.** The Managers (a) may appoint, employ, contract or otherwise deal with any Person, including a Manager or an Affiliate thereof, and with Persons that have a financial interest in a Manager or in which a Manager has a financial interest, for transacting the Company's business, including the performance of any and all services or purchases of goods or other property which may at any time be necessary, proper, convenient or advisable in carrying on the business and affairs of the Company or in disposing of some or all of its assets; and (b) may otherwise enter into business transactions (including but not limited to the sale, merger, or other disposition of the Company or all or substantially all of its assets) with any such Persons.

## **SECTION 5**

### **LIMITATION OF LIABILITY; INDEMNIFICATION**

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

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

(a) Every Person, and his heirs, executors and administrators, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of any kind, whether civil, criminal, administrative, arbitral or investigative, or was or is the subject of any claim, and whether or not by or in the right of the Company, by reason of his being or having been a Manager, or by reason of his serving or having served at the request of the Company as a director, officer, manager, employee or agent of another Entity, or at the request of the Company in any capacity that under Federal law regulating employee benefit plans would or might constitute him a fiduciary with respect to any such plan, whether or not such plan is or was for employees of the Company, shall be indemnified by the Company against expenses (including attorneys' fees), judgments, fines, penalties, awards, costs, amounts paid in settlement and liabilities of all kinds, actually and reasonably incurred by him in connection with, or resulting from, such action, suit, proceeding or claim, if he acted in good faith and in the manner he reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, provided that no indemnification shall be made in respect of any claim, issue or matter as to which he shall have been adjudicated to be liable to the Company for willful misconduct or a knowing violation of the criminal law in the performance of his duty to the Company unless, and only to the extent, that the court in which such action, suit or proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, he is fairly and reasonably entitled to indemnity. The termination of any such action, suit or proceeding by judgment, order or conviction, or upon a plea of nolo contendere or its equivalent, or by settlement, shall not of itself

create a presumption that any such Person did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company.

(b) Any indemnification under Section 5.02(a) (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of such Person is proper in the circumstances because the Manager had met the applicable standard of conduct set forth in such paragraph. Such determination may be made either (i) by the Managers by a majority vote of a quorum consisting of Managers who were not a party to such action, suit or proceeding, or (ii) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested Managers so directs, by independent legal counsel in a written opinion, or (iii) by a majority of the Voting Units held by those Members who were not a party to such action, suit or proceeding.

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

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

(e) The provisions of this Section 5 are in addition to, and not in substitution for, any other right to indemnity to which any Person who is or may be indemnified by or pursuant to this Section may otherwise be entitled, and to the powers otherwise accorded by law to the Company to indemnify any such Person and to purchase and maintain insurance on behalf of any such Person against any liability asserted against or incurred by him in any capacity referred to in this Section or arising from his status as serving or having served in any such capacity (whether or not the Company would have the power to indemnify against such liability).

(f) If any provision of this Section 5 shall be adjudicated invalid or unenforceable, such adjudication shall not be deemed to invalidate or otherwise affect any other provision hereof or any power of indemnity which the Company may have under the laws of the Commonwealth of Virginia.

(g) No amendment or repeal of this Section 5 shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal. For purposes of Sections 5.01 and 5.02, the Partnership Representative shall be considered a Manager.

**5.03 No Personal Liability to Members.** Notwithstanding any provision of Section 5.02 above, the indemnification provided in Section 5.02 shall in no event cause the Members to incur any liability to the Company beyond their total Capital Contributions plus their share of

any undistributed profits of the Company, nor shall it result in any liability of the Members to any third party.

## **SECTION 6**

### **MEETINGS OF MEMBERS**

**6.01 Meetings.** Meetings of the Members shall not be required, but meetings of the Members may be called upon terms and notices as reasonably determined by the Managers.

**6.02 Action by Consent.** All Member votes and consents shall be taken by written consent signed by Members holding such number of Voting Units as are required to approve the action or matter described in the consent. Such consent or consents shall be filed with the Company's books and records. Action taken under this Section 6.02 is effective when the requisite number of Members entitled to vote have signed the consent or consents, unless the consent or consents specify a different effective date. The record date for determining Members entitled to take action shall be the date the first Member signs a written consent. A copy of any such action taken pursuant to this Section 6.02 shall be delivered to each Member pursuant to the provisions of Section 12.01.

## **SECTION 7**

### **VOTING UNITS; MEMBER VOTING**

**7.01 Voting Units.** Except as otherwise expressly provided hereunder, all matters on which votes are required hereunder shall be cast by Voting Units held by the Members. Each Voting Unit shall be entitled to one vote on all matters coming before any meeting of Members. The number of Voting Units held by each Member is set forth on Schedule 1 hereto. No new Voting Unit shall be awarded to any Person without the consent of Members holding at least eighty percent (80%) of the Voting Units. Any transfer by a Member of some or all of its Membership Interest as permitted hereunder shall result in a proportionate reduction in the Voting Units held by the transferor and the transferee shall not be entitled to receive or hold any such Voting Units unless such Person is admitted as a Substitute Member with corresponding Voting Units pursuant to the provisions of Sections 10.03 and 10.04 hereof. Changes in the number of outstanding Voting Units shall be reflected on the books of the Company and may from time to time be reflected on revisions to Schedule 1. Each Member agrees and acknowledges that no Member shall be entitled to Voting Units unless such Member receives Voting Units in accordance with the terms and provisions of this Operating Agreement.

**7.02 Member Voting Generally.** The affirmative vote of Members holding at least a majority of the Voting Units represented in person or by proxy and entitled to be voted at a meeting shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles, or by the express provisions of this Agreement.

## **SECTION 8**

### **CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS**

### **8.01 Members' Capital Contributions.**

(a) Initial Capital Contribution. Each initial Member shall make such Capital Contributions set forth on Schedule 1 attached hereto as his Initial Capital Contribution.

(b) Additional Capital Contributions. The Members shall not be required to make any further Capital Contributions beyond those set forth in Section 8.01(a) above without their prior consent.

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

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

**8.02 Capital Accounts.** A separate Capital Account will be maintained for each Member in accordance with Code Section 704(b) and the Regulations thereunder. Without limiting the foregoing, the Capital Account of a Member shall be credited with the amount of all Capital Contributions by such Member to the Company. The Capital Account of a Member shall be increased by the amount of any Profits (or items of gross income) allocated to such Member pursuant to Section 9, and decreased by (i) the amount of any Losses (or items of loss or deduction) allocated to such Member pursuant to Section 9 and (ii) the amount of any cash or property (valued at its Gross Asset Value) distributed to such Member pursuant to Section 9.01 of this Agreement.

**8.03 Interest and Return of Capital Contribution.** No Member shall receive any interest on his Capital Contribution. Except as otherwise specifically provided for herein, the Members shall not be allowed to withdraw or have refunded any Capital Contribution.

**8.04 Effect of Sale or Exchange.** In the event of a permitted sale or exchange of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest.

## **SECTION 9**

### **DISTRIBUTIONS, ALLOCATIONS, ELECTIONS AND REPORTS**

#### **9.01 Distributions.**

(a) All distributions of cash or other property, except distributions upon the Company's dissolution (which shall be governed by Section 11.04), shall be made to the Members on a pro rata basis in accordance with their respective Membership Interests on the record date of such distribution.

(b) The Company shall distribute to the Members the amount necessary (as reasonably determined by the Managers) to cover the income taxes payable by the Members on income earned by the Company that is taxable to the Members, including allocations of income under Code Section 704(c), assuming each Member is in the highest combined individual federal, state and local tax bracket applicable to any Member (taking into consideration the character of the income with a proper adjustment for (i) the deductibility of state income taxes on federal income tax returns, and (ii) tax credits, capital gains and losses, and other specially allocated items which pass through to the Member). Distributions under this Section 9.01(b) shall be made when such taxes are due, including the payment of estimated taxes, and be netted against distributions made under Section 9.01(a).

(c) The Managers shall have the right to determine how much Net Cash Flow, if any, of the Company shall be distributed among the Members each year. Such distributions of Net Cash Flow of the Company shall be distributed among the Members, pro rata in proportion to their respective Membership Interests. The Managers shall have the right to establish, maintain and expend reserves to provide for working capital, future investments, debt service and such other purposes as the Managers deem necessary or advisable.

(d) Except as provided in Sections 9.01(b) and 11.04 hereof, all distributions of cash and property shall be made at such times and in such amounts as determined by the Managers.

(e) All other provisions hereof notwithstanding, the Company's obligation, and Managers' authority, to make any distribution is subject to the restrictions governing distributions under the Act and such other pertinent governmental restrictions as are now and may hereafter become effective. Currently, among other prohibitions, the Act prohibits the Company from making a distribution to the extent that, after giving effect to the distribution, liabilities of the Company exceed the fair value of the assets of the Company. 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 Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 9.

**9.02 Allocations Generally.** After giving effect to the special allocations set forth in Sections 9.03 and 9.04 hereof, Profits or Losses for any fiscal year shall be allocated in the following order and priority:

(a) Except as provided in Section 9.02(b) below, Profits and Losses shall be allocated to and among the Members in proportion to the Membership Interest held by each Member.

(b) In the event that the allocation of Losses pursuant to Section 9.02(a) above would result in a Member having an Adjusted Capital Account Deficit at the end of any fiscal year and at such time there are other Members who will not, as a result of such allocation, have an Adjusted Capital Account Deficit, then all Losses in excess of the amount which can be allocated until the foregoing circumstance occurs shall be allocated among the Members who do not have Adjusted Capital Account Deficits on a proportionate basis according to their Membership Interests until each such Member would similarly be caused to have an Adjusted Capital Account Deficit. At

such time as a further allocation of Losses cannot be made without causing some Member to have an Adjusted Capital Account Deficit, then all remaining Losses for such fiscal year shall be allocated in accordance with the ratio described in Section 9.02(a) above.

**9.03 Special Allocations.** For the purposes of this Agreement and the allocations of Profits and Losses and items of income, gain, loss, deduction and expense, this Agreement shall be deemed to include a “minimum gain chargeback” as provided for in Regulations Section 1.704-2(f), a “partner nonrecourse debt minimum gain chargeback” as provided for in Regulations Section 1.704-2(i), and a “qualified income offset” as provided for in Regulation Sections 1.704-2(b)(ii)(d). “Nonrecourse deductions,” as defined in Regulations Section 1.704-2(b), shall be allocated to and among the Members in proportion to the Membership Interest held by each Member. “Partner nonrecourse deductions,” as defined in Regulations Section 1.704-2(i), shall be allocated as required pursuant to such Section. In the event of any election to adjust the tax basis of any property of the Company pursuant to Code Section 732, 734 or 743, allocations shall be made as required to make the Capital Account adjustments provided for in Regulations Section 1.704-1(b)(2)(iv)(m).

**9.04 Curative Allocations.** The allocations set forth in Sections 9.02(b) (first sentence) and 9.03 hereof (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 9.04. Therefore, notwithstanding any other provision of this Section 9 (other than the Regulatory Allocations), the Company shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner determined by the Managers to be appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to the Sections of this Agreement other than the Regulatory Allocations and this Section. In exercising their discretion under this Section, the Managers shall take into account future Regulatory Allocations that, although not yet made are likely to offset other Regulatory Allocations previously made.

**9.05 Other Allocation Rules.**

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members, in the same proportions as they share Profits or Losses, as the case may be, for the year.

(c) The Members are aware of the income tax consequences of the allocations made by this Section 9 and hereby agree to be bound by the provisions of this Section 9 in reporting their shares of Company income and loss for income tax purposes.

**9.06 Tax Allocations: Code Section 704(c).** In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with subparagraph (i) of the definition of Gross Asset Value in Section 2 hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value in Section 2 hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 9.06 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of this Agreement.

**9.07 Allocation of Recapture.** For purposes of determining the character (as ordinary income or capital gain) of any taxable income or gain of the Company allocated to the Members pursuant to this Section 9, such portion of the taxable income or gain of the Company allocated pursuant to this Section 9 which is treated as ordinary income attributable to the recapture of depreciation shall, to the extent possible, be allocated among the Members in the proportion which (a) the amount of depreciation previously allocated to each Member bears to (b) the total of such depreciation allocated to all Members. This Section shall not alter the amount of allocations among the Members pursuant to Section 9 but merely the character of the income so allocated.

**9.08 Returns and Other Elections.** The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

All elections permitted to be made by the Company under federal or state laws, including but not limited to any election under Code Section 754, shall be made by a majority of the number of Managers.

**9.09 Partnership Representative.**

(a) Designation and Authority of the Partnership Representative. The Company will designate pursuant to Proposed Regulations Section 301.6223-1 (and any successor Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Company, Birch Island TMG Manager LLC as the "Partnership



Representative” and any Person selected by the Partnership Representative may serve as the “designated individual” for the Partnership Representative and the Company for purposes of the laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Code, as modified by Section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Regulations promulgated or official guidance issued thereunder (the “Partnership Audit Procedures”) and shall make such corresponding designations under any corresponding provisions of applicable foreign, state, or local tax law. The Partnership Representative shall (i) determine all matters with respect to any examination of the Company by any taxing authority (including, without limitation, the allocation of any resulting taxes, penalties and interest among the Members and whether to make an election under Section 6226 of the Code (and any similar provision under applicable foreign, state, or local tax law) with respect to any audit or other examination of the Company) and, (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the Partnership Audit Procedures.

(b) Obligations of Members.

(i) Generally. Each Member and former Member agrees to cooperate, and to cause its direct and indirect owners to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of any tax proceedings, in each case regardless whether then a Member or after ceasing to be a Member. Any deficiency for taxes imposed on any Member or former Member or its direct or indirect owners (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Member or former Member or its direct or indirect owners as applicable, and if required to be paid (and actually paid) by the Company, such Member or former Member shall indemnify the Company for such amounts within thirty (30) days of such payment by the Company, in each case regardless of whether then a Member or after ceasing to be a Member.

(ii) Partnership Audit Procedures. At the request of the Partnership Representative, in connection with an adjustment of any item of income, gain, loss, deduction, or credit of the Company or any subsidiary entity in which the Company has an interest, directly or indirectly, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, promptly file one or more amended tax returns in the manner contemplated by Section 6225(c) of the Code (and any Regulations or official guidance relating thereto, and, if applicable, any corresponding or similar provisions under state or local law) and pay any tax due with respect to such returns. If the Partnership Representative makes an election for the Company pursuant to Section 6226 of the Code with respect to an imputed underpayment, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, comply with the requirements under such section (and any Regulations or official guidance relating thereto). At the request of the Partnership Representative, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, provide the Partnership Representative and the Company with any information available to such Member or former Member (or its direct or indirect owners or representatives) and with such representations, certificates, or forms relating to such Member or former Member (or its direct or indirect owners or representatives) and any other documentation, in each case, that the Partnership Representative determines, in its reasonable

discretion, are necessary to modify an imputed underpayment under Section 6225(c) of the Code or the Regulations or other official guidance thereunder. In the event that any imputed underpayment is paid or payable by the Company under Section 6225(a)(1) of the Code, each Member and former Member shall indemnify the Company in an amount equal to such Member's or former Member's share (as determined by the Partnership Representative with the advice of the Company's tax counsel) of the imputed underpayment and any associated interest and penalties) paid or payable by the Company; provided, however, that the Partnership Representative may determine, in its discretion, to allocate the burden of such amount to such Member without requiring payment by such Member to the Company.

(iii) **Survival of Obligations.** Each Member's obligations to comply with the requirements of this Section 9.09 shall survive the Member's transfer of all or any portion of its interest in the Company, otherwise ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company, to the extent applicable.

(iv) **Exculpation and Indemnification of Partnership Representatives and Designated Individuals.** Any Person acting as a "Partnership Representative" or "designated individual" pursuant to this Section 9.09 shall, when acting in such capacity, be deemed to be Manager for purposes of the Act, and as such his, her or its liability shall be eliminated to the same extent as Manager's liability is eliminated under Section 5.01 of this Agreement and he, she or it shall be entitled to indemnification to the same extent as a Manager is entitled to indemnification under Section 5.02 of this Agreement.

(c) **State Law.** If any state or local tax law provides for a Partnership Representative or person having similar rights, powers, authorities or obligations, the Partnership Representative shall also serve in such capacity.

## **SECTION 10**

### **TRANSFER OF MEMBERSHIP INTEREST**

**10.01 Transfer Generally.** No Member shall, directly or indirectly, transfer, sell, give, encumber, assign, pledge, or otherwise deal with or dispose of all or any part of his Membership Interest now owned or subsequently acquired by him, other than as provided for in this Agreement. Any transfer in violation of and without full compliance with this Agreement shall be void ab initio and without legal effect. A Member's Voting Units may not be transferred, in whole or in part, to a Successor in Interest, another Member or any other Person except as specifically provided herein. Notwithstanding the foregoing, any Member may transfer all or any portion of such Member's Membership Interest at any time to any Permitted Transferee and such Permitted Transferee shall be a Successor in Interest without giving effect to the options described in Section 10.02 hereof. No Permitted Transferee shall hold any Voting Units unless such Person executes an instrument agreeing to be bound by the terms of this agreement as provided in Section 10.04.

#### **10.02 Right of First Opportunity.**

(a) If a Member wishes to transfer all or any portion of his Membership Interest, such Member shall, before making any such disposition, first give the other Members a selling notice, specifying in writing the price, conditions and terms upon which he is willing to sell such Membership Interest. The other Members shall have the option to purchase all of the offered Membership Interest at the price and upon the conditions and terms set forth in such notice in the manner described herein, provided, that, notwithstanding the preceding sentence, no assignee of a Membership Interest pursuant to this Section 10.02 shall be entitled to all or a portion of the transferring Member's Voting Units or become a Substitute Member of the Company except as provided in Sections 10.03 and 10.04.

(b) The other Members shall have thirty (30) days from the date of the selling notice within which to elect to purchase all of the offered Membership Interest; and if they do not elect to purchase all of such offered Membership Interest, then the Company shall have a similar option exercisable within the following thirty (30) day period.

(c) The option may be exercised by giving notice to the offering Member within the specified period. If more than one Member among those eligible to elect desires to purchase, they may purchase the offered Membership Interest in proportion to their respective Membership Interest, unless they otherwise agree. The closing of the purchase shall occur on a mutually agreed date not more than seventy-five (75) days from the date of the selling notice.

(d) If neither a Member nor the Company elects to purchase all of the offered Membership Interest, then the offering Member may sell such Membership Interest at a price not below nor upon terms more advantageous to the purchaser than those contained in the selling notice. If the sale is not made and consummated within ninety (90) days after the date of the selling notice, the offering Member may not thereafter sell or otherwise dispose of any of his Membership Interest without again complying with this Section 10.02.

**10.03 Rights of Successor in Interest; Admittance as Substitute Member.** No Successor in Interest (other than a Permitted Transferee) of the whole or any portion of any Membership Interest of a Member shall have the right to participate in the management of the business and affairs of the Company or to hold any Voting Units, or to become a Substitute Member in place of his predecessor in interest with respect to the whole or any portion of said Membership Interest without the prior written consent of Members holding at least eighty percent (80%) of the Voting Units entitled to be voted (not taking into account any Voting Units of the transferring Member), which consent shall be in the Members' respective sole discretion and be binding and conclusive on all parties. A Permitted Transferee shall become a Substitute Member upon executing an instrument in which such Permitted Transferee agrees to be bound by the terms of this Agreement and no consent of any Members shall be required. A Successor in Interest shall be bound by, and shall take such Membership Interest subject to, the terms and conditions of this Agreement as same applies to Members and their Membership Interests, but a Successor in Interest shall not have any Voting Units or any other rights or privileges of a Member hereunder (including but not limited to the right to participate in the Members' right of first opportunity set forth in Section 10.02) other than to share in the allocations and distributions to which the transferor Member would be entitled in respect of the transferred Membership Interest unless and until such Successor in Interest is admitted as a Substitute Member in accordance with the provisions of this

Section 10.03 and Section 10.04 hereof, which admittance may be with or without corresponding Voting Units.

**10.04 Requirements for Substitute Members.** As a condition to the admission as a Substitute Member with respect to the whole or any portion of a Membership Interest, a Successor in Interest shall execute and acknowledge such instruments in form and substance as the Managers may reasonably deem necessary or desirable to effect such admission and to confirm the agreement of such Person being admitted as a Substitute Member to be bound by all of the terms of this Operating Agreement, as the same may have been amended and then in force. Such Successor in Interest shall pay all reasonable expenses in connection with such admission as a Substitute Member.

**10.05 Tax Reporting.** Each Member agrees that if he transfers or assigns all or part of his Membership Interest herein, such Member shall keep a list containing the transferee's name, address, social security number or taxpayer identification number, as the case may be, the date on which such transfer occurred and the name, address and tax shelter registration number, if required to be obtained, of the Company.

**10.06 Admission of New Member.** With the consent of Members holding at least eighty percent (80%) of the Voting Units, any Person may become an Additional Member in the Company by the issuance of a new Membership Interest, with or without corresponding Voting Units, in consideration for such Capital Contribution as the Managers shall determine appropriate; provided, that such Person executes such instruments as the Managers deem necessary or desirable to effect its admission as a Member and to confirm its agreement to be bound by all the terms and conditions of this Operating Agreement.

**10.07 Allocations to New Members.** No Additional Member or Substitute Member or Successor in Interest shall be entitled to any retroactive allocation of items of taxable income, gain, loss, deductions or credits of the Company. The Managers may, at its option, at the time an Additional Member or Substitute Member is admitted, or a Successor in Interest receives a Membership Interest, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of income, gain, loss, deductions or credits to an Additional Member or Substitute Member or Successor in Interest for that portion of the Company's tax year in which an Additional Member or Substitute Member was admitted or Successor in Interest received his Membership Interest, in accordance with the provisions of Code Section 706(d) and the regulations promulgated thereunder.

## **SECTION 11**

### **DISSOLUTION AND TERMINATION**

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

(a) The determination in writing of Members holding at least eighty percent (80%) of the Voting Units;

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

(c) The adjudication of the Company as insolvent within the meaning of insolvency in either bankruptcy or equity proceedings, or the filing of an involuntary petition in bankruptcy against the Company (which is not dismissed within ninety (90) days), or the filing against the Company of a petition for reorganization under the federal bankruptcy code or any state statute (which is not dismissed within ninety (90) days), or a general assignment by the Company for the benefit of creditors, or the voluntary claim (by the Company) that it is insolvent under any provisions of the federal bankruptcy code (or any state insolvency statutes), or the appointment for the Company of a temporary or permanent receiver, trustee, custodian or sequestrator, and such receiver, trustee, custodian or sequestrator is not dismissed within ninety (90) days; or

(d) As otherwise required by Virginia law.

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

(a) Selling the Company's assets and, after paying the Company's liabilities or reserving sufficient funds for such liabilities, distributing the net proceeds to the Members in satisfaction of their interests in the Company; and/or,

(b) Distributing the Company's assets to the Members in kind with the Members accepting undivided interests in the Company's assets, subject to its liabilities, in satisfaction of their interests in the Company.

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

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

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

(b) Second, to the setting up of any reserves which the Managers (or the Person or Persons carrying out the liquidation) shall deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves shall be paid over to a bank or an attorney at law as escrow agent to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies. At the expiration of such period

as the Managers (or the Person or Persons carrying out the liquidation) shall deem advisable, but in no event to exceed eighteen (18) months, the Managers shall distribute the balance thereof in the manner provided in the following subparagraph; then

(c) Third, to the Members on a pro rata basis in accordance with their respective Capital Accounts after giving effect to all contributions, allocations and distributions for all periods.

**11.05 Taxable Gain or Loss.** Taxable income, gain and loss from the sale of the Company's property incurred upon or during liquidation and termination of the Company shall be allocated to the Members as provided in Section 9.

#### **11.06 Certificate of Cancellation.**

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

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

## **SECTION 12**

### **NOTICES**

**12.01 Form; Delivery.** Whenever, under the provisions of law, the Articles or this Operating Agreement, notice is required hereunder 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 or by a generally recognized overnight courier service, addressed to such Person, at his post office and street address as it appears on the records of the Company, with postage or applicable delivery fees thereon prepaid or billed to the sender. Any such notice shall be deemed to have been given at the time it is deposited, postage or applicable fees prepaid or billed to sender, in the United States mail or with such recognized courier service. Notice may also be given by a form of electronic transmission consented to by the Person to whom the notice is given. Notice given by a form of electronic transmission shall be deemed to have been delivered at the time it is transmitted. Any consent to notice by electronic transmission shall be revocable by written notice to the Company and shall be deemed revoked if

(a) the Company is unable to deliver by electronic transmission two (2) consecutive notices given by the Company in accordance with such consent and (b) such inability becomes known to the Managers or other person responsible for giving the notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or action.

**12.02 Waiver.** Whenever any notice is required to be given under the provisions of law, the Articles or this Operating Agreement, a written waiver thereof, signed by the Person or Persons entitled to such notice and filed with the records of the meeting, whether before or after the time stated therein, shall be conclusively deemed to be equivalent to such notice. In addition, any Member who attends a meeting of Members in person, or is represented at such meeting of proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any Manager who attends a meeting of the Managers without protesting at the commencement of the meeting such lack of notice, shall be conclusively deemed to have waived notice of such meeting.

### **SECTION 13** **MISCELLANEOUS PROVISIONS**

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

**13.02 Books of Account and Records.** Proper and complete records and books of account shall be kept or caused to be kept by the Managers in which shall be entered fully and accurately all transactions and other matters relating to the Company in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal office of the Company, which initially shall be located at 1375 Piccard Drive, Suite 150, Rockville, Maryland 20850, and shall be open to inspection and examination of the Members or their duly authorized representatives during reasonable business hours.

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

**13.04 Amendments.** Any amendment to this Operating Agreement may be proposed to the Members by the Managers or by Members holding at least eighty percent (80%) of all Voting Units in the Company. A vote on any amendment to this Operating Agreement shall be taken within thirty (30) days after notice thereof has been given to the Members unless such period is otherwise extended by applicable laws, regulations, or agreement of the Members. A proposed amendment shall become effective at such time as it has been approved by Members holding at least eighty percent (80%) of the Voting Units. The execution of an amended Operating Agreement by all Members shall be conclusive evidence of approval of such amended Operating Agreement.

**13.05 Execution of Additional Instruments.** Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments as necessary to comply with any laws, rules or regulations.

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

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

**13.08 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.

**13.09 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. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**13.10 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.

**13.11 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.

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

**13.13 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. A signature communicated electronically (e.g., by facsimile or as a JPEG, PDF or similar file attached to an e-mail message) shall have the same force and effect as if an original signature.

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



**13.15 Waiver of Jury Trial.** TO THE FULLEST EXTENT POSSIBLE, THE COMPANY, THE MANAGERS AND EACH MEMBER WAIVES IN FULL THE RIGHT TO A TRIAL BY JURY IN REGARD TO ANY DISPUTES, CLAIMS, CAUSES OF ACTION, OBLIGATIONS, DAMAGES, COMPLAINTS, LITIGATION OR ANY MATTER WHATSOEVER AND OF ANY TYPE OR NATURE, WHETHER IN CONTRACT, TORT OR OTHERWISE, THAT THEY MAY HAVE NOW OR IN THE FUTURE MAY HAVE RELATING TO THIS AGREEMENT OR ANY MATTER RELATING TO THIS AGREEMENT. THE MEMBERS, THE MANAGERS AND THE COMPANY EACH REPRESENT AND WARRANT THAT (i) HE, SHE OR IT IS REPRESENTED BY COMPETENT COUNSEL WHO HAS FULLY AND COMPLETELY ADVISED HIM, HER OR IT OF THE MEANING AND RAMIFICATIONS OF THE RIGHT TO A TRIAL BY JURY, OR (ii) HE, SHE OR IT HAD THE FULL AND COMPLETE OPPORTUNITY TO CONSULT WITH COUNSEL AND CHOSE NOT TO DO SO, AND, THEREFORE, IN EITHER CASE, FREELY AND VOLUNTARILY WAIVE SUCH RIGHT TO TRIAL BY JURY.

**13.16 Forum Selection.** THE MANAGERS, THE COMPANY AND THE MEMBERS AGREE THAT THE **SOLE AND EXCLUSIVE** JURISDICTION FOR ANY LEGAL ACTION, SUIT, OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT OR CONCERNING ITS INTERPRETATION, CONSTRUCTION, APPLICATION, OR ENFORCEMENT SHALL BE A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION FOR THE CITY OF RICHMOND, VIRGINIA (HEREINAFTER THE "PROPER COURTS"). THE PARTIES HEREBY IRREVOCABLY AGREE TO SUBMIT TO THE JURISDICTION OF ALL OF THE PROPER COURTS FOR THE PURPOSE OF ANY LEGAL ACTION, SUIT, OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT OR CONCERNING ITS INTERPRETATION, CONSTRUCTION, APPLICATION, OR ENFORCEMENT. TO THE EXTENT PERMITTED BY LAW, THE PARTIES FURTHER HEREBY AGREE TO WAIVE AND NOT TO ASSERT AS A DEFENSE IN ANY ACTION, SUIT, OR PROCEEDING COVERED BY THIS SECTION THAT (1) ANY OF THE PROPER COURTS CANNOT EXERCISE PERSONAL JURISDICTION OVER A PARTY; (2) ANY PARTY IS IMMUNE FROM EXTRATERRITORIAL INJUNCTIVE RELIEF OR OTHER INJUNCTIVE RELIEF; (3) ANY ACTION, SUIT OR PROCEEDING COVERED BY THIS SECTION MAY NOT BE MAINTAINED IN ANY OF THE PROPER COURTS; (4) ANY ACTION, SUIT OR PROCEEDING COVERED BY THIS SECTION BROUGHT IN ANY OF THE PROPER COURTS SHOULD BE DISMISSED OR TRANSFERRED ON THE GROUNDS OF *FORUM NON CONVENIENS*; (5) ANY ACTION, SUIT, OR PROCEEDING COVERED BY THIS SECTION SHOULD BE STAYED BY THE PENDENCY OF ANY OTHER ACTION, SUIT, OR PROCEEDING IN ANY COURT OR TRIBUNAL OTHER THAN THE PROPER COURTS; OR (6) THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY ANY OF THE PROPER COURTS.

**13.17 Right of First Refusal.** The Company acknowledges that it has entered into that certain Purchase Option and Real Estate Right of First Refusal by and between the Company, as seller, and Petersburg Community Development Corporation, Inc., as buyer. Subject to the terms

and conditions stated therein, the Purchase Option and Right of First Refusal shall be recorded in the Clerk's Office for Sussex County, Virginia, upon acquisition of the Property.

[Signatures on following page]


The undersigned, being the initial Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement, including the schedules and exhibits hereto, constitutes the sole and entire Operating Agreement of Birch Island Apartments TM LLC, adopted as of the date first written above.

MEMBERS:


Birch Island TMG Manager LLC,  
a Virginia limited liability company  
By: TMG I LLC, Manager,  
a Virginia limited liability company  
By: AS Squared, LLC, Manager  
a Virginia limited liability company

By:   
\_\_\_\_\_  
Adam J. Stockmaster, Manager

Birch Island Cofresi LLC,  
a Virginia limited liability company  
By: Cofresi Development LLC, Manager,  
a Virginia limited liability company


By:   
\_\_\_\_\_  
Bree A. Stockmaster, Manager

Birch Island PCDC GP LLC,  
a Virginia limited liability company  
By: Petersburg Community Development  
Corporation, Inc., Manager, a Virginia non-stock  
corporation


By:   
\_\_\_\_\_  
James R. Hendricks, Chairman

ACKNOWLEDGED AND AGREED TO BY THE MANAGERS:

Birch Island TMG Manager LLC,  
a Virginia limited liability company  
By: TMG I LLC, Manager,  
a Virginia limited liability company  
By: AS Squared, LLC, Manager  
a Virginia limited liability company

By:   
\_\_\_\_\_  
Adam J. Stockmaster, Manager

Birch Island PCDC GP LLC,  
a Virginia limited liability company  
By: Petersburg Community Development Corporation, Inc., Manager,  
a Virginia non-stock corporation

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

James R. Hendricks, Chairman

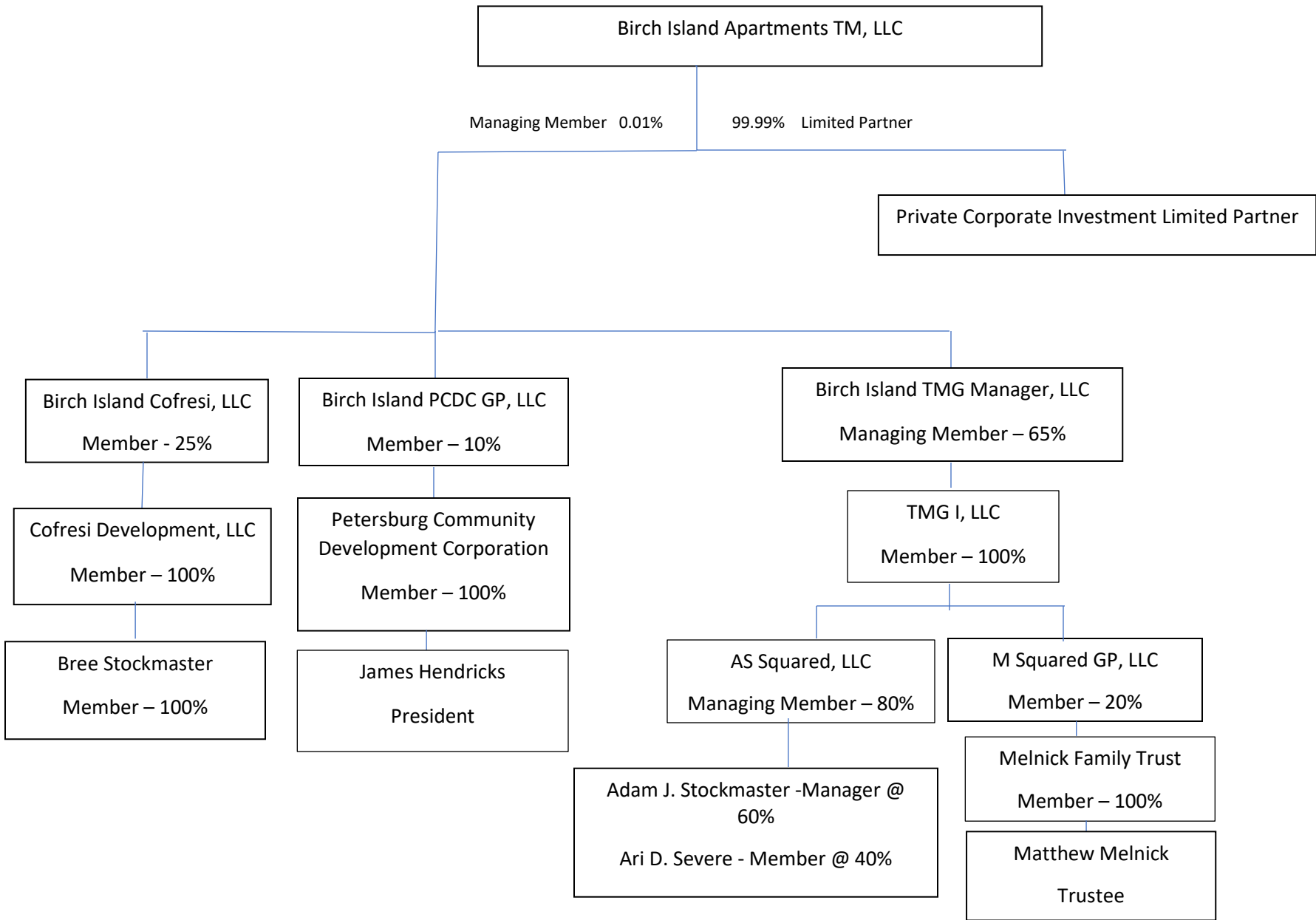
LIST OF SCHEDULES AND EXHIBITS:

Schedule 1 - Members' Names, Addresses, Membership Interests, Voting Units  
and Initial Capital Contributions

## SCHEDULE 1

### Members' Names, Addresses, Membership Interests, Voting Units and Initial Capital Contributions

<b>Name and Address</b>	<b>Membership Interest</b>	<b>Voting Units</b>	<b>Initial Capital Contributions</b>
Birch Island TMG Manager LLC 1375 Piccard Drive, Suite 150 Rockville, Maryland 20850	65%	65	\$65.00
Birch Island Cofresi LLC 1375 Piccard Drive, Suite 150 Rockville, Maryland 20850	25%	25	\$25.00
Birch Island PCDC GP LLC c/o Alexander Graham, Esq. Williams Mullen 200 South 10 <sup>th</sup> Street Richmond, VA 23219	10%	10	\$10.00
<b>TOTAL</b>	<b>100%</b>	<b>100</b>	<b>\$100.00</b>



## Birch Island Apartments TM LLC

### Development Services Agreement

This Development Services Agreement is made on March 8, 2022 by and between Birch Island Apartments TM LLC, a Virginia limited liability company (the "Company") and TM Associates Development Inc., a Maryland corporation ("TMAD") (, the "Developer").

#### Recitals

1. The Company was formed to acquire, construct, develop, improve, maintain, own, operate, lease, dispose of and otherwise deal with an apartment project consisting of 48 dwelling units located in Wakefield, Virginia (the "Project").
2. The Project, following the Completion of Construction, is expected to constitute a "qualified low-income housing project" (as defined in Section 42(g)(1) of the Internal Revenue Code of 1986, as amended).
3. The Developer has provided and is obligated hereunder to continue to provide certain services with respect to the acquisition, development and construction of the Project.
4. In consideration for such services, the Company has agreed to pay to the Developer a fee in the amount set forth herein.

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

#### Section 1. Defined Terms

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

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

"State" means the Commonwealth of Virginia.

#### Section 2. Development Services

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Section 3. Limitations and Restrictions

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

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

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

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

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

Section 4. Accounts and Records.

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

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

Section 5. Accrual of Development Fee

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

The Development Fee shall be in the amount of \$823,524 in the aggregate and shall be deemed to have been earned pro rata as and when the dwelling units in the Project shall have been completed and are placed in service as evidenced by the issuance of an architect's certificate.

Section 6. Payment of Development Fee

The Development Fee shall be paid as nearly as practicable to the date earned utilizing the proceeds of the Capital Contribution payable under the Partnership Agreement, Partnership cash flow and sale or refinancing proceeds, and any other sources available to the Partnership. In no event shall any portion of the Development Fee be paid later than December 31, 2037, at which date the Developer shall have the right to payment as a fully recourse obligation of the Partnership and the General Partner.

Section 7. Applicable Law

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

Section 8. Binding Agreement

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

Section 9. Assignment

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

Section 10. Headings

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

Section 11. Terminology

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

Section 12. Benefit of Agreement

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

[end of page]

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


COMPANY

BIRCH ISLAND APARTMENTS TM LLC, a Virginia limited liability company

By: Birch Island TMG Manager LLC, a Virginia limited liability company, its Managing Member

By: TMG I LLC, a Virginia limited liability company, its Manager

By: AS Squared, LLC, a Virginia limited liability company, its Manager

By:   
\_\_\_\_\_  
Adam J. Stockmaster, Manager

DEVELOPER

TM ASSOCIATES DEVELOPMENT, INC., a Maryland corporation

By:   
\_\_\_\_\_  
Adam J. Stockmaster, President

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, February 17, 2020

This is to certify that the certificate of organization of

### **Birch Island Apartments TM 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: February 17, 2020



STATE CORPORATION COMMISSION

Attest:

*Joel H. Beck*

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

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)





## Previous Participation Certification

Development Name: Birch Island Apartments  
Name of Applicant (entity): Birch Island Apartments TM LLC  
Birch Island TMG Manager LLC, Its Managing Member

I hereby certify that:

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

**Previous Participation Certification, cont'd**

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

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

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

Signature 

**Adam J. Stockmaster**

Printed Name

**2/23/2022**

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

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: Birch Island Apartments

Name of Applicant: Birch Island Apartments TM 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 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Adam J. Stockmaster 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	Meadowbrook Heights Culpeper, VA	Meadowbrook Heights LP (240)428-7799	AS Squared, LLC Y	42	42	2010	2010	N
2	Newport Village Franklin, VA	Newport Village LP (240)428-7799	AS Squared, LLC Y	48	48	2009	2009	N
3	Pine Street Village II Wakefield, VA	Birch Island II LP (240)428-7799	AS Squared, LLC Y	16	16	2009	2010	N
4	Stephens Village Stephens City, VA	Stephens Village I LP (240)428-7799	AS Squared, LLC Y	46	46	2009	2010	N
5	Chelyan Village Cabin Creek, WV	Chelyan LP (240)428-7799	Adam J. Stockmaster Y	48	48	2010	2010	N
6	Indian Creek Kilmarnock, VA	New Indian Creek LP (240)428-7799	AS Squared, LLC Y	20	20	2010	2010	N
7	Burnt Ordinary Village Toano, VA	Burnt Ordinary Village LP (240)428-7799	AS Squared, LLC Y	22	22	2012	2012	N
8	Meadow Run Apartments Gordonsville, VA	Meadow Run Apartments LP (240)428-7799	AS Squared, LLC Y	43	43	2012	2012	N

## List of LIHTC Developments (Schedule A)

9	Amherst Village Amherst, VA	Amherst Village LP (240)428-7799	AS Squared, LLC Y	48	48	2012	2012	N
10	Cricket Hill Mathews, VA	Cricket Hill LP (240)428-7799	AS Squared, LLC Y	30	30	2013	2013	N
11	Pine Ridge Louisa, VA	Pine Ridge Apartments I LP (240)428-7799	AS Squared, LLC Y	27	27	2014	2015	N
12	Surry Village II Apartments Spring Grove, VA	New Surry Village II LP (240)428-7799	AS Squared, LLC Y	32	32	2015	2016	N
13	Country Green Apartments South Boston, VA	Country Green I LP (240)428-7799	AS Squared, LLC Y	44	44	2015	2017	N
14	Windemere Apartments Lexington, VA	Windemere Apartments LP (240)428-7799	AS Squared, LLC Y	38	38	2016	2017	N
15	Warrenton Manor Apts Warrenton, VA	Warrenton Manor Elderly LP (240)428-7799	AS Squared, LLC Y	68	68	2016	2017	N
16	Weaver Manor Apts Emporia, VA	Weaver Manor I LP (240)428-7799	AS Squared, LLC Y	42	42	2017	2018	N
17	Crewe Village Apts Crewe, VA	Crewe Village LP (240)428-7799	AS Squared, LLC Y	40	40	2018	2019	N
18	Chestertown Cove Apts Chestertown, MD	Chestertown Cove Preservation LP (240)428-7799	AS Squared, LLC Y	34	34	2017	2019	N
19	Stevens Woods II Apts Courtland, VA	Stevens Woods II Apts LP (240)428-7799	AS Squared, LLC Y	24	24	2019	2020	N
20	Birchwood I Apts Brambleton, VA	Birchwood Apts LLC (240)428-7799	AS Squared, LLC Y	56	56	2019	2019	N
21	Birchwood II Apts Brambleton, VA	Birchwood II, LLC (240)428-7799	AS Squared, LLC Y	27	27	2019	2019	N
22	Kilmarnock Village Apts Kilmarnock, VA	Killmarnock Village Apts. LP (240) 428-7799	AS Squared, LLC Y	24	24	2021	TBD	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

## List of LIHTC Developments (Schedule A)

23	Magnolia Place Apts Blackstone, VA	Magnolia Place Apartments TM, LLC (240)-428-7799	AS Squared, LLC Y	56	56	TBD	TBD	N
24								
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

**1st PAGE  
TOTAL:**

875      875

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

# List of LIHTC Developments (Schedule A)



Development Name: Birch Island Apartments

Name of Applicant: Birch Island Apartments TM 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 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Ari D. Severe 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	Meadowbrook Heights Culpeper, VA	Meadowbrook Heights LP (240)428-7799	AS Squared, LLC Y	42	42	2010	2010	N
2	Chuckatuck Square Suffolk, VA	Chuckatuck I LP (240) 428-7799	AS Squared, LLC Y	42	42	2003	2009	N
3	Newport Village Franklin, VA	Newport Village LP (240)428-7799	AS Squared, LLC Y	48	48	2009	2009	N
4	Pine Street Village II Wakefield, VA	Birch Island II LP (240)428-7799	AS Squared, LLC Y	16	16	2009	2010	N
5	Stephens Village Stephens City, VA	Stephens Village I LP (240)428-7799	AS Squared, LLC Y	46	46	2009	2010	N
6	Indian Creek Kilmarnock, VA	New Indian Creek LP (240)428-7799	AS Squared, LLC Y	20	20	2010	2010	N
7	Burnt Ordinary Village Toano, VA	Burnt Ordinary Village LP (240)428-7799	AS Squared, LLC Y	22	22	2012	2012	N
8	Meadow Run Apartments Gordonsville, VA	Meadow Run Apartments LP (240)428-7799	AS Squared, LLC Y	43	43	2012	2012	N

## List of LIHTC Developments (Schedule A)

9	Amherst Village Amherst, VA	Amherst Village LP (240)428-7799	AS Squared, LLC Y	48	48	2012	2012	N
10	Cricket Hill Mathews, VA	Cricket Hill LP (240)428-7799	AS Squared, LLC Y	30	30	2013	2013	N
11	Pine Ridge Louisa, VA	Pine Ridge Apartments I LP (240)428-7799	AS Squared, LLC Y	27	27	2014	2015	N
12	Surry Village II Apartments Spring Grove, VA	New Surry Village II LP (240)428-7799	AS Squared, LLC Y	32	32	2015	2016	N
13	Country Green Apartments South Boston, VA	Country Green I LP (240)428-7799	AS Squared, LLC Y	44	44	2015	2017	N
14	Windemere Apartments Lexington, VA	Windemere Apartments LP (240)428-7799	AS Squared, LLC Y	38	38	2016	2017	N
15	Warrenton Manor Apts Warrenton, VA	Warrenton Manor Elderly LP (240)428-7799	AS Squared, LLC Y	68	68	2016	2017	N
16	Weaver Manor Apts Emporia, VA	Weaver Manor I LP (240)428-7799	AS Squared, LLC Y	42	42	2017	2018	N
17	Crewe Village Apts Crewe, VA	Crewe Village LP (240)428-7799	AS Squared, LLC Y	40	40	2018	2019	N
18	Chestertown Cove Apts Chestertown, MD	Chestertown Cove Preservation LP (240)428-7799	AS Squared, LLC Y	34	34	2017	2019	N
19	Stevens Woods II Apts Courtland, VA	Stevens Woods II Apts LP (240)428-7799	AS Squared, LLC Y	24	24	2019	2020	N
20	Birchwood I Apts Brambleton, VA	Birchwood Apts LLC (240)428-7799	AS Squared, LLC Y	56	56	2019	2019	N
21	Birchwood II Apts Brambleton, VA	Birchwood II, LLC (240)428-7799	AS Squared, LLC Y	27	27	2019	2019	N
22	Kilmarnock Village Apts Kilmarnock, VA	Killmarnock Village Apts. LP (240) 428-7799	AS Squared, LLC Y	24	24	2021	TBD	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB



## List of LIHTC Developments (Schedule A)

23	Magnolia Place Apts Blackstone, VA	Magnolia Place Apartments TM, LLC (240) - 428 - 7799	AS Squared, LLC Y	56	56	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

**1st PAGE**  
**TOTAL:**      869      869

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

## Resume of Housing Experience AS Squared, LLC

**Managing Member: Adam J. Stockmaster**

### Education & Training:

- Adam is a graduate of American University with a Bachelors Degree in Finance and a Minor in Economics.
- He has earned the Star Certification in USDA-Rural Development training and has attended numerous workshops and seminars on the Federal Low-Income Housing Tax Credit program

Mr. Stockmaster is the President of T.M. Associates Development, Inc. Adam has more than twenty five years of experience in the real estate industry. In his twenty years with T.M. Associates, Inc., Adam has been successful in receiving over 100 awards of LIHTC financing from many State Housing Finance Agencies for properties located in Maryland, New York, Pennsylvania, Virginia, West Virginia, District of Columbia and North Carolina

**Member: Ari D. Severe**

### Education & Training:

- Ari is a graduate of the University of Maryland with a Bachelors Degree in Accounting.
- He is a Certified Public Accountant and has attended numerous workshops and seminars on the Federal Low-Income Housing Tax Credit program

Ari has more than twenty years of experience in the real estate industry. Mr. Severe is the Executive Vice President, Finance for T.M. Associates, Inc.

# List of LIHTC Developments (Schedule A)



Development Name: Birch Island Apartments  
 Name of Applicant: Birch Island Apartments TM 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 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Petersburg Community Development Corporation Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N  
 Principal's Name: 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 8823s? (Y/N) Explain "Y"
1 Surry Village Spring Grove, VA	Surry Village I LP 804-420-6458	Y (100% GP)	48	48	2007	2008	N
2 Henry Williams Townhomes Petersburg, VA	Owens Court LP 804-420-6458	N (51% GP)	42	42	2012	2013	N
3 American Tobacco Lofts Richmond, VA	American Tobacco Holdings LLC 804-420-6458	N (10% GP)	134	134	2018	2018	N
4 Petersburg Artist Space Petersburg, VA	110 South Perry LLC 804-420-6458	N (10% GP)	226	226	2018	2018	N
5 School House/Springford Port Deposit & Elkton, MD	Spring School Preservation LP 804-420-6458	N (40% GP)	69	69	TBD	TBD	N
6 Pinecrest Apartments Bedford, VA	Pinecrest Preservation LLC 804-420-6458	N (10% GP)	64	64	TBD	TBD	N
7 Carrolltowne Village Eldersburg, MD	Carrolltowne Village Preservation LP 804-420-6458	N (40% GP)	40	40	TBD	TBD	N
8 Brookmeadow Chestertown, MD	Brookmeadow Preservation LP 804-420-6458	N(40% GP)	34	34	TBD	TBD	N
9 Kilmarnock Village Apts Kilmarnock, VA	Kilmarnock Village Apts. LP (240) 428-7799	N (10% GP)	24	24	2021	TBD	N
10 The Coile Apartments Newport News, VA	311 33rd Street LLC 804-420-6458	N (51% GP)	62	62	TBD	TBD	N
11 Magnolia Place Apts Balckstone, VA	Magnolia Place Apartments TM, LLC (240)-428-7799	N (10% GP)	56	56	TBD	TBD	N
12 Diamond Court II Harrington, DE	Diamond Court II Limited Partnership (240)-428-7799	N (49% GP)	32	32	TBD	TBD	N
13 1550 First St SW Washington, DC	TM DBT Limited Partnership (240)-428-7799	N	76	76	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# List of LIHTC Developments (Schedule A)



Development Name: Birch Island Apartments  
 Name of Applicant: Birch Island Apartments TM 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 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Bree Stockmaster Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N  
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								
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## List of LIHTC Developments (Schedule A)

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

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

# List of LIHTC Developments (Schedule A)



Development Name: Birch Island Apartments  
 Name of Applicant: Birch Island Apartments TM 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 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Matthew Melnick 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								
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5								
6								
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## List of LIHTC Developments (Schedule A)

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37							
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

# **Tab E:**

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

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE is made this 4th day of March 2022, by and between **BIRCH ISLAND LIMITED PARTNERSHIP**, a Virginia limited partnership, (hereinafter referred to as the "Seller") and **BIRCH ISLAND APARTMENTS TM LLC**, a Virginia limited liability company, (hereinafter referred to as the "Buyer").

### WITNESSETH:

1. That for and in consideration of the Deposit of One Dollar (\$1.00) paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, the Seller hereby agrees to sell to the Buyer, its successors and assigns, and the Buyer agrees to purchase from the Seller the real property in **Wakefield, Sussex County, Virginia**, which is known as **Birch Island Apartments**, together with all easements, rights, and appurtenances attached thereto and all improvements thereon (all of which is hereinafter referred to as the "Real Estate"), for a purchase price of **One Million Eight Hundred Thousand Dollars (\$1,800,000.00)** (the "Purchase Price").

2. The Seller hereby represents and warrants to the Buyer that its title to the Real Estate is good, merchantable and marketable fee simple title, free and clear of all liens and encumbrances, except the lien of a first mortgage to Farmers Home Administration and any easements of record which do not adversely effect the use of the property for residential purposes.

3. Buyer will assume and agrees to pay all assessments becoming a lien after the date of the closing hereunder. The Seller shall not receive a credit for the real estate taxes assessed during the taxable year in which the Closing occurs.

4. In the event of any condemnation of the Real Estate or any part thereof prior to closing, Buyer may elect either to terminate this Agreement, or to purchase the remainder of the Real Estate with a pro rata reduction in the purchase price.

5. The closing of the purchase and sale of the Real Estate shall occur at the office of the closing attorney or Title Company designated by the Buyer on or before **December 31, 2023**. At closing, the Buyer shall pay the Purchase Price to the Seller.

6. At the closing, Seller shall execute, acknowledge and deliver to Buyer, or its nominee, successor, or assignee, a general warranty deed in form satisfactory and acceptable to Buyer's counsel, with full English Covenants of title, conveying the Real Estate to the Buyer, its nominee, successor or assignee, free and clear of all liens, encumbrances, title defects and exceptions and rights of others except the lien of a first mortgage to the Farmers Home Administration and any easements of record which do not adversely effect the use of the property for residential purposes. The cost of any documentary, transfer and exercise taxes imposed upon the conveyance, other than the

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

SELLER:

**BIRCH ISLAND LIMITED PARTNERSHIP**

By: Birch Island, LLC, General Partner

By:  (Seal)  
Robert B. Margolis, Member

By: Margolis Family Investments, LLC, Limited Partner

By:  (Seal)  
Robert B. Margolis, Manager

BUYER:

**BIRCH ISLAND APARTMENTS TM LLC**

By: Birch Island TMG Manager, LLC, Managing Member

By: TMG I, LLC, Manager

By: AS Squared, LLC, its Manager

By:  (Seal)  
Adam J. Stockmaster, Manager

## Legal Description

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

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

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

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

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

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

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



# Property Identification Card

Previous

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

**Map ID:** 61 4 ABC  
**Acct No:** 7476-1

**Legal Description:** PT RUNNYMEDE W SIDE RT 31 DB169/310 PB20/49  
**Plat Book/Page:** 16 / 152  
**Deed Book/Page:** 104 / 730

**Occupancy:** COMMERCIAL  
**Dwelling Type:** APARTMENT

**Use/Class:** MULTI-FAM RESIDENTIAL      **Acreage:** 2.985  
**Year Assessed:** 2018      **Year Built:** 1984

**Land Use:**  
**Total Mineral:** \$0  
**Total Land:** \$125,600  
**Total Improvements:** \$1,349,900  
**Total Value:** \$1,475,500

**Zoning:**      **Year Remodeled:**  
**District:** 06 WAKEFIELD      **Year Effective:** 1984  
**MH/Type:**      **On Site Date:** 02/06/2017  
**Condition:** AVERAGE      **Review Date:**

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

Commercial Valuation								
Cls	Grd	YEff	Description	Str/#	Size	Rate	Pct	Value
002M	C	1984	APARTMENT	2.0	8400	58.00	.43	277704
<b>Total Market Value</b>								277704

Other Improvements Valuation								
Desc	Length	Width	Size	Grade	Rate	FV/Pct	Value	35
DRAWING #2							98300	:
DRAWING #3							162000	:A
DRAWING #4							162000	+
DRAWING #5							232700	
DRAWING #6							207300	
DRAWING #7							209900	
<b>Total Imp Value</b>								1072200

Land Valuation								
M Cls	Desc	G	Size	Dpth	Rate	FV/Pct	Value	
A	40 COMM/INDUS H		2.9850		44300.00	.05-	125624	Sec
<b>Total Land Value</b>								125600

**Comments**  
 0.528 TRANSFERRED TO THE SUSSEX SERVICE AUTHORITY  
 IN 2001, WAS NOT ASSESSED BY COMMISSIONER  
 DEED BOOK 183/872 -JUNE 27, 2001(E BOONE)

Total Square Feet			
	Cur. Value	Prev. Value	%Inc.
Land	125600	125600	
Improvements	1349900	1347300	
<b>Total</b>	<b>1475500</b>	<b>1472900</b>	
<b>Average Price Per Acre</b>		44300	
<b>Sale Date/Amount</b>		11/12/1999      1445532	

**Total Property Value**      1475500

# Property Identification Card

Previous

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

**Map ID:** 61 4 ABC  
**Acct No:** 7476-2

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

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

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

**Occupancy:** COMMERCIAL

**Dwelling Type:** OFFICE

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

**Year Assessed:** 2018      **Year Built:** 1984

**Land Use:**

**Zoning:**      **Year Remodeled:**      **Total Mineral:** \$0

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

**MH/Type:**      **On Site Date:** 02/06/2017      **Total Improvements:** \$98,300

**Condition:** GOOD      **Review Date:**      **Total Value:** \$98,300

----- Commercial Valuation -----									
Cls	Grad	YEff	Description	Str/#	Size	Rate	Pct	Value	
064M	C	1984	OFFICE	1.0	192	87.00	.36	10691	
093M	C	1984	STORAGE ROOM	1.0	256	20.00	.36	3277	
052M	C	1984	LAUNDROMAT	1.0	392	52.00	.36	13046	
093M	C	1984	STORAGE ROOM	1.0	728	20.00	.36	9318	
Total Market Value								36332	+-----16-----+-----14-----+-----26-----+
----- Other Improvements Valuation -----									
Desc	Length	Width	Size	Grade	Rate	FV/Pct	Value		
MISC IMP							40000		+-----16-----+
FENCE-CL							2000	:SRM	28      28      28:
QUONSET H							20000		+-----16-----+
Total Imp Value								62000	+-----16-----+-----14-----+-----26-----+
Total Property Value								98300	:OFF      :LAUN      :SRM

Sec	Type	Str/Et	Description	Area
OFF	OFFICE	1.0	N12E16S12W16	192
S RM	STORAGE R	1.0	N16E16S16W16	256
LAUN	LAUNDROMA	1.0	E14N28W14S28	392
S RM	STORAGE R	1.0	E26N28W26S28	728
Total Square Feet				
			Cur. Value	Prev. Value
Land			98300	%
Improvements			98300	%
Total			98300	%
Average Price Per Acre				
Sale Date/Amount			11/12/1999	1445532

# Property Identification Card

Previous

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

**Map ID:** 61 4 ABC  
**Acct No:** 7476-3

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

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

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

**Occupancy:** COMMERCIAL

**Dwelling Type:** APARTMENT

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

**Year Assessed:** 2018

**Year Built:** 1984

**Land Use:**

**Zoning:**  
 District: 06 WAKEFIELD

**Year Remodeled:**

**Total Mineral:** \$0

**Year Effective:** 1984

**Total Land:** 0

**MH/Type:**

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

**Condition:** AVERAGE

**Review Date:**

**Total Value:** \$162,000

----- Improvement Description -----

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

----- Commercial Valuation -----

Cl	Gr	Y	Eff	Description	Str/#	Size	Rate	Pct	Value
002M	C	1984		APARTMENT	2.0	4900	58.00	.43	161994
<b>Total Market Value</b>									161994
<b>Total Property Value</b>									162000

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

Total Square Feet

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

# Property Identification Card

Previous

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

**Map ID:** 61 4 ABC  
**Acct No:** 7476-4

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

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

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

**Occupancy:** COMMERCIAL

**Dwelling Type:** APARTMENT

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

**Year Assessed:** 2018

**Year Built:** 1984

**Land Use:**

**Zoning:**

**Year Remodeled:**

**Total Mineral:** \$0

**District:** 06 WAKEFIELD

**Year Effective:** 1984

**Total Land:** 0

**MH/Type:**

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

**Condition:** AVERAGE

**Review Date:**

**Total Value:** \$162,000

----- Improvement Description -----

Exterior	Interior	Site
EXTR-ALUM/VINYL	FLOO-VINYL	STREET-PAVED
FNDT-SLAB	FUEL-ELECTRIC	TOPO-LEVEL
REMT-COMP SHGLS	WALL-DRY WALL	UTIL-ELECTRIC
ROOF-GABLE		

----- Commercial Valuation -----						
Cls	Grad	YEff	Description	Str/#	Size	Rate Pot Value
002M C		1984	APARTMENT	2.0	4900	\$8.00 .43 161994
Total Market Value						161994
Total Property Value						162000 35
-----70-----						

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

Total Square Feet

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

# Property Identification Card

Previous

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

Map ID: 61 4 ABC  
 Acct No: 7476-5

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

Plat Book/Page: 16 / 152

Deed Book/Page: 104 / 730

**Occupancy:** COMMERCIAL

**Dwelling Type:** APARTMENT

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

**Year Assessed:** 2018

**Year Built:** 1984

**Land Use:**

**Zoning:**  
 District: 06 WAKEFIELD

**Year Remodeled:**

**Total Mineral:** \$0

**Total Land:** 0

**MH/Type:**      **On Site Date:** 02/06/2017    **Total Improvements:** \$232,700

**Condition:** AVERAGE      **Review Date:**      **Total Value:** \$232,700

----- Improvement Description -----

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

----- Commercial Valuation -----

Cls	Grad	YEff	Description	Str/#	Size	Rate	Pct	Value	+-----95-----+
002M	C	1984	APARTMENT	2.0	6270	58.00	.36	232742	:
<b>Total Market Value</b>									:
<b>Total Property Value</b>									232700    33    33:
									:
									:
									:APT
									+-----95-----+

Sec	Type	Str/Ht	Description	Area
APT	APARTMENT	2.0	N33E95833W95	6270
<b>Total Square Feet</b>				

	Cur. Value	Prev. Value	\$Inc.
Land			
Improvements	232700		
<b>Total</b>	<b>232700</b>		
<b>Average Price Per Acre</b>			
Sale Date/Amount	11/12/1999	1445532	

# Property Identification Card

Previous

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

Map ID: 61 4 ABC  
 Acct No: 7476-6

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

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

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

**Occupancy:** COMMERCIAL

**Dwelling Type:** APARTMENT

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

**Year Assessed:** 2018

**Year Built:** 1984

**Land Use:**

**Zoning:**  
**District:** 06 WAKEFIELD

**Year Remodeled:**  
**Year Effective:** 1984

**Total Mineral:** \$0  
**Total Land:** 0

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

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

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

Commercial Valuation									
Cls	Grad	YEff	Description	Str/#	Size	Rate	Pct	Value	+-----95-----+
002M	C	1984	APARTMENT	2.0	6270	58.00	.43	207286	:
<b>Total Market Value</b>								207286	:
<b>Total Property Value</b>								207300	33:
									:
									:
									:
									:A
									+-----95-----+

Sec	Type	Str/Rt	Description	Area
A		2.0	N33E95E33W95N33 E95E33W95	6270
<b>Total Square Feet</b>				
-----				
		Cur. Value	Prev. Value	%Inc.
<b>Land</b>				
Improvements		207300		
Total		207300		
Average Price Per Acre				
Sale Date/Amount		11/12/1999	1445532	

# Property Identification Card

Previous

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

Map ID: 61 4 ABC  
 Acct No: 7476-7

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

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

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

**Occupancy:** COMMERCIAL

**Dwelling Type:** APARTMENT

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

**Year Assessed:** 2018

**Year Built:** 1984

**Land Use:**

**Zoning:**  
 District: 06 WAKEFIELD

**Year Remodeled:**

**Total Mineral:** \$0

**Year Effective:** 1984

**Total Land:** 0

**MH/Type:**      **On Site Date:** 02/06/2017    **Total Improvements:** \$209,900

**Condition:** AVERAGE      **Review Date:**      **Total Value:** \$209,900

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

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

Other Improvements Valuation							
Desc	Length	Width	Size	Grade	Rate	FV/Pct	Value
SEED							100
SEED							2500
<b>Total Imp Value</b>							2600

**Total Property Value**      209900

Sec	Type	Str/Ht	Description	Area
A		2.0	N33E95833W95N33 E95S33W95	6270

**Total Square Feet**

	Cur. Value	Prev. Value	%Inc.
Land			
Improvements	209900		
<b>Total</b>	<b>209900</b>		
<b>Average Price Per Acre</b>			
<b>Sale Date/Amount</b>	11/12/1999	1445532	

# **Tab F:**

RESNET Rater Certification (MANDATORY)





Appendix F  
RESNET Rater Certification of Development Plans

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

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

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

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

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

**Rehabilitation -30% performance increase over existing, based on HERS Index**  
**Or Must evidence a HERS Index of 80 or better**  
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

**Adaptive Reuse - Must evidence a HERS Index of 95 or better.**  
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

**Additional Optional Certifications**

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

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

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

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

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

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

Signed:

Date: 3/8/22

Printed Name: Katy Maher

RESNET Rater

Resnet Provider Agency  
Viridiant

Signature

Provider Contact and Phone/Email (804) 212-1934, sean.shanley@viridiant.org



**Project Name:** Birch Island  
**Construction Type:** Renovation  
**Energy Efficiency Path:** HERS 30% Improvement

Unit Type	Quantity	Post HERS	Pre HERS	% Improvement
1 bedroom, bottom floor	8	58	118	51%
2 bedroom, bottom floor	12	57	118	52%
3 bedroom, bottom floor	4	57	134	57%
1 bedroom, top floor	8	57	125	54%
2 bedroom, top floor	12	54	125	57%
3 bedroom, top floor	4	55	127	57%
<b>Projected Project HERS - Weighted Average</b>		<b>56</b>		

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: q2Ro3QYL

### HERS® Index Score:

# 55

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

### Annual Savings

# \$873

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

2009 International Energy Conservation Code

2006 International Energy Conservation Code

### Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

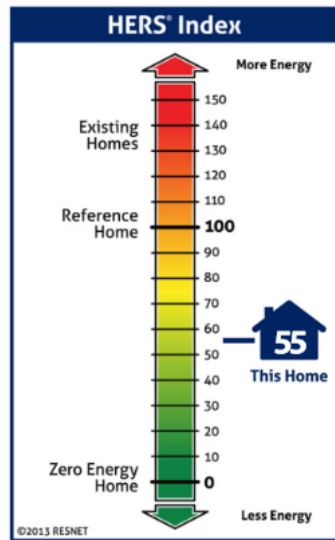
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/8/22 at 2:43 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR Top Floor
Community:	Birch Island Apartments
Conditioned Floor Area:	1,065 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	7 ACH50
Ventilation:	40 CFM • 24 Watts
Duct Leakage to Outside:	8 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-16
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.31, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-0

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: wdkAe9y2

### HERS® Index Score:

# 57

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

### Annual Savings

# \$831

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

2006 International Energy Conservation Code

### Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

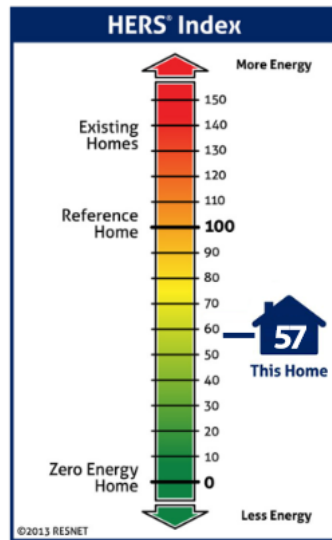
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/8/22 at 2:42 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR Top Floor
Community:	Birch Island Apartments
Conditioned Floor Area:	1,065 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	7 ACH50
Ventilation:	40 CFM • 24 Watts
Duct Leakage to Outside:	8 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-16
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.31, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: ILX6kr0v

### HERS® Index Score:

# 54

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

### Annual Savings

# \$753

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

2009 International Energy Conservation Code

2006 International Energy Conservation Code

### Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

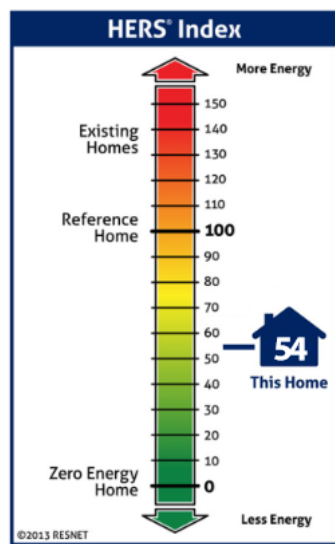
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/8/22 at 2:41 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR Top Floor
Community:	Birch Island Apartments
Conditioned Floor Area:	798 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	7 ACH50
Ventilation:	40 CFM • 24 Watts
Duct Leakage to Outside:	8 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-16
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.31, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-0

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: M28D16R2

### HERS® Index Score:

# 57

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

### Annual Savings

# \$720

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

2006 International Energy Conservation Code

### Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

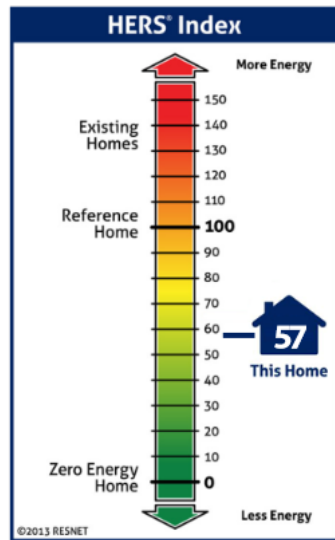
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/8/22 at 2:40 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2 BR Top Floor
Community:	Birch Island Apartments
Conditioned Floor Area:	798 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	7 ACH50
Ventilation:	40 CFM • 24 Watts
Duct Leakage to Outside:	8 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-16
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.31, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: gdEV4XDv

### HERS® Index Score:

# 57

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

### Annual Savings

# \$587

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2009 International Energy Conservation Code

2006 International Energy Conservation Code

### Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

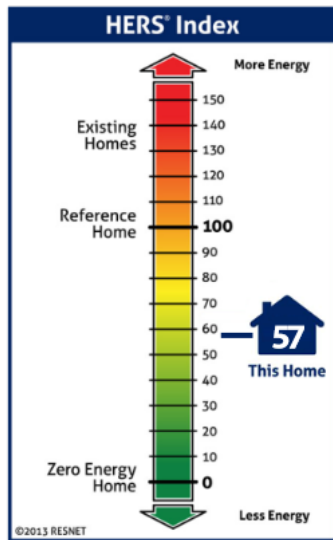
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/8/22 at 2:40 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1 BR Top Floor
Community:	Birch Island Apartments
Conditioned Floor Area:	612 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	7 ACH50
Ventilation:	40 CFM • 24 Watts
Duct Leakage to Outside:	8 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-13
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.31, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-0

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-04

Registry ID:

Ekotrope ID: 7dBDmVr2

### HERS® Index Score:

# 58

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

### Annual Savings

# \$582

\*Relative to an average U.S. home

### Home:

10322 Penny Lane  
Wakefield, VA 23888

### Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2006 International Energy Conservation Code

### Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

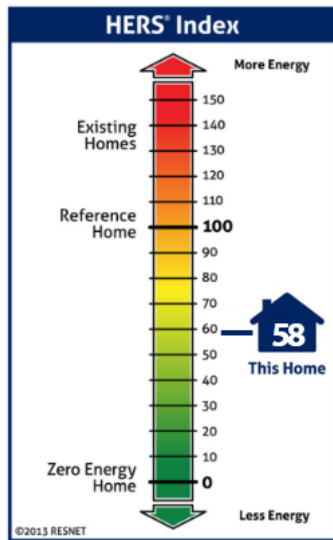
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/8/22 at 2:38 PM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1 BR Top Floor
Community:	Birch Island Apartments
Conditioned Floor Area:	612 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 17 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	7 ACH50
Ventilation:	40 CFM • 24 Watts
Duct Leakage to Outside:	8 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-16
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.31, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A



# **Tab G:**

Zoning Certification Letter (MANDATORY)



**DATE:** 3/9/2022

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

**RE:** ZONING CERTIFICATION

Name of Development: Birch Island Apartments

Name of Owner/Applicant: Birch Island Apartments TM LLC

Name of Seller/Current Owner: Birch Island LP

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

**DEVELOPMENT DESCRIPTION:**

Development Address:  
10322 Penny Lane, Wakefield, VA 23888

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Legal Description:  
See attached.

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Proposed Improvements:

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

**Zoning Certification, cont'd**

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

**Other Descriptive Information:**

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

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

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

Beverly H. Walkup

Signature

Beverly H. Walkup

Printed Name

Zoning Administrator

Title of Local Official or Civil Engineer

434-246-1042

Phone:

3/8/2022

Date:

**NOTES TO LOCALITY:**

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

## Legal Description

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

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

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

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

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

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

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

# **Tab H:**

Attorney's Opinion (MANDATORY)

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

March 10, 2022

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

RE: 2022 Tax Credit Reservation Request

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

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 10, 2022 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

# WILLIAMS MULLEN

March 10, 2022  
Page 2

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.

7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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

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

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

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

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

WILLIAMS MULLEN, A Professional Corporation



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

Allison T. Domson

Its: Shareholder

# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)





# Non-profit Questionnaire

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

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

## 1. General Information

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

Describe the duties of all staff members:

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

## Non-profit Questionnaire, cont'd

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

See attached list.

\_\_\_\_\_

\_\_\_\_\_

## 2. Non-profit Formation

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Yes  No If yes, explain in detail:

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

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

Yes  No If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Yes  No If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

## Non-profit Questionnaire, cont'd

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

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

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

Yes  No

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

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### 3. Non-profit Involvement

- Is the non-profit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in

§42(i)(1) of the Code)?

Yes  No

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

Yes  No

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

Yes  No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:  
PCDC owns 10% of General Partner interest.

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

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

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

- Will the non-profit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?

Yes  No If yes, where in the partnership/operating agreement is this provision specifically referenced? The ROFR will be referenced in the tax credit investors Amended and Restated

Operating Agreement.

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## Non-profit Questionnaire, cont'd

Recordable agreement attached to the Tax Credit Application as TAB V

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

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- Is the non-profit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

Yes  No If yes,

- (i) Describe the non-profit's proposed involvement in the construction or rehabilitation of the Development:

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

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

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

N/A

- Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?

Yes  No If yes,

- (i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

TM Associates Development, Inc., a Maryland Corporation, has been selected by Birch Island Apartments TM LLC

to assist in providing real estate development and financing services to the project. TM Associates Development, Inc. will provide services as outlined in the development services agreement.

- Will the non-profit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  Yes  No If yes, explain the amount and source of the funds for such payments.

Under the development services agreement, TM Associates Development, Inc. will be paid a developers fee of approximately \$823,524.00. PCDC will receive a sponsorship fee for their participation in the development, paid from the developer fee.

## Non-profit Questionnaire, cont'd

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

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

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

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

AS Squared, LLC has previously worked with PCDC on a LIHTC development in VA. TM Associates Management currently manages several communities which PCDC is the General Partner of.

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# Non-profit Questionnaire, cont'd

## 4. Virginia and Community Activity

- Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia?  Yes  No
- Define the non-profit's geographic target area or population to be served:  
Low and moderate income individuals in the United States. PCDC currently owns an interest in properties in PA, MD, DE, and VA, and is currently pursuing additional opportunities in these states and others.  
\_\_\_\_\_
- Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  
 Yes  No If yes, or no, explain nature, extent and duration of any service:  
PCDC has participated in local activism in the broader MSA. Having originally been formed for the purpose of creating affordable housing in Petersburg, PCDC has participated in the housing industry in the surrounding areas as it aligns with our mission.  
\_\_\_\_\_
- Does the non-profit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the non-profit on design, location of sites, development and management of affordable housing?  Yes  No If yes, explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?  
 Yes  No
- Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?  
 Yes  No If yes, explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  Yes  No If yes, describe the general discussion points:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Are at least 33% of the members of the board of directors representatives of the community being served?  Yes  No If yes,
  - (i) low-income residents of the community?  Yes  No
  - (ii) elected representatives of low-income neighborhood organizations?  Yes  No

## Non-profit Questionnaire, cont'd

- Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?  Yes  No
  
- Does the board of directors hold regular meetings which are well attended and accessible to the target community?  Yes  No If yes, explain the meeting schedule:  
Annual meeting to elect board members, officers, quarterly board meetings, and special board meetings where needed to approve participation by PCDC in proposed development projects.


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- Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  Yes  No  
\*\*CHDO status has since expired\*\*
- Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  Yes  No If yes, explain in detail:  
PCDC received a CHDO operating assistance grant of \$50,000 in 2010-2011 from DHCD.


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- Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area?  Yes  No If yes, explain:  


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- Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  Yes  No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).  
See attached PCDC ownership list.


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


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- To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  Yes  No  
Yes. Birch Island I received an allocation of tax credits in 1999.


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- Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?  Yes  No If yes, explain the need identified:  


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# Non-profit Questionnaire, cont'd

## 5. Attachments


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

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

3/2/2022

Date

Birch Island Apartments TM LLC

  
\_\_\_\_\_

Owner/Applicant

By: Adam J. Stockmaster

Birch Island TMG Manager, LLC, Managing Member, TMG I, LLC,  
its: Managing Member, AS Squared LLC, its Managing Member

Title

Petersburg Community Development Corporation, Inc.

Non-profit

3/3/2022

Date

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

Board Chairman

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

Executive Director



**Petersburg Community Development Corporation, Inc.**

<b><u>Board of Directors</u></b>	<b><u>Occupation</u></b>	<b><u>Years of Service as a Board Member</u></b>
James R. Hendricks, Chair 105 Ayr Hill Avenue NE Vienna, VA 22180 <a href="mailto:jrhendricks@gmail.com">jrhendricks@gmail.com</a> (703) 328-8403	Multi-Family Housing Investment Risk Manager for a very large bank; territory is half the U.S.	5 years
Alan Yellowitz 8516 Crestview Drive Fairfax, VA 22031 <a href="mailto:ayellowitz@aol.com">ayellowitz@aol.com</a> (703) 615-5856	Sales and marketing executive for Fortune 500 companies and the Federal government, including engaging senior housing communities with interactive programs benefiting residents.	4 years
Jamie R. O'Connor 1014 North Lakewood Drive Ridgely, WV 26753 <a href="mailto:jroconnor16@gmail.com">jroconnor16@gmail.com</a> (240) 731-4855	Community health nurse focused on Oncology and Covid patients in skilled nursing facilities.	4 years
Beth C. Silverman 800 New Jersey Avenue, SE Apt. 434 Washington, DC 20003 <a href="mailto:bethcsilverman@gmail.com">bethcsilverman@gmail.com</a> (347) 420-4231	Co-founder and COO of Lotus Campaign, a non-profit dedicated to increasing availability of housing for homeless persons; former VP of Urban Land Institute, Washington, D.C.	3 years

**Officers**

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

Alexander C. Graham, Jr. – Assistant Secretary

**Registered Agent**

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

## ***PCDC Application List***

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

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

# Birch Island Apartments Renovation and Relocation Plan

**March 1, 2022**

## PROJECT AND CONTACT INFORMATION

**Project:** Birch Island Apartments, 10322 Penny Lane, Wakefield, VA 23888

**Owner:** Birch Island Apartments TM LLC  
c/o 1375 Piccard Drive, Suite 150, Rockville, MD 20850

Contact: Adam J. Stockmaster, [astockmaster@tmadevelopment.com](mailto:astockmaster@tmadevelopment.com), (240) 428-7799

**Property Management:** TM Associates Management, Inc. 1375 Piccard Drive, Suite 150, Rockville, Maryland 20850

Contact: Shay Dugan, [sdugan@tmamgroup.com](mailto:sdugan@tmamgroup.com), 240-683-0300

## REHABILITATION ACTIVITIES

Birch Island Apartments TM LLC intends to purchase the existing Birch Island Apartments, and a significant capital investment is planned. The planned acquisition of the property is scheduled to occur in October 2022.

This renovation plan relates to Birch Island Apartments. The property consists of 48 apartment units offering one-bedroom, two-bedroom, and three-bedroom units. The leasing office for Birch Island Apartments will remain where it is located. Existing community amenities include a community room space, with kitchen, for resident activities, as well as a secondary seating area with vending. The scope of work for rehabilitation includes, but is not limited to the following:

- Replacement of kitchen cabinets and countertops
- Replacement of bathroom vanities and toilets replacement of select tubs
- Replacement of water heaters and HVAC units
- Replacement of windows
- Upgrades to electrical and plumbing systems, including new lighting and ceiling fans
- Installation of new flooring in most units
- Replacement of appliances in most units and installation of dishwashers
- Increased attic insulation
- Site improvements, including new landscaping, replacement of select sidewalks and a new building entry

The new appliances and mechanical equipment will offer higher efficiency than what is currently being used at the property. Along with new windows and new insulation, the units will be significantly more energy efficient and should lead to lower utility bills for the resident.

**PROJECT SCHEDULE**

The rehabilitation work will be performed by a large general contractor with significant experience managing rehabilitation projects of this scope. The construction is intended to progress with exterior work being completed first, followed by interior work and finishes. This plan contemplates a construction start of June 1, 2023. The planned renovation work is expected to be materially complete by December 31, 2023, with the punch list work expected to be complete by March 2024. The schedule for construction activity will be updated regularly with sufficient notification to residents for work that needs to be completed in their apartment. Once the schedule is finalized, this plan will be updated and redistributed as needed. All the renovation work is intended to be completed around the existing residents, with the residents to remain in their unit, but both the community room and seating area will be available for the residents to enjoy while work is ongoing in their apartment should they choose to not remain in their apartment.

Start Renovation June 1, 2023, Substantially Complete Renovation by December 31, 2023 with all work anticipated to be completed by March 31, 2024. This schedule is subject to change and the residents will be notified of schedule changes as soon as possible.

**RESIDENT IMPACT**

The property management staff, and company will not change and the same experienced property manager, known for their professionalism and attentive service to the residents they serve. All the members of the management team will be tasked to keep the residents informed of changes to the renovation plans throughout the construction period. The proposed construction activity in each unit will be performed in such a fashion to limit resident inconveniences.

Resident furnishings and belongings will be moved as needed by the general contractor and subcontractors at the ownership’s expense. We ask that the residents please pack-up their small items and valuables with materials that property management will furnish. As needed, assistance can be provided for residents with special needs.

**RENTS AND RENTAL POLICIES FOLLOWING REHABILITATION**

Birch Island Apartments is being renovated using housing tax credit financing along with a new mortgage. With this source of financing, housing costs, including rent and an allowance for tenant-paid utilities, are restricted to be affordable to households that earn 60% of the Area Median Income (AMI) and below. Also, only households with incomes below 60% of the Area Median Income (as adjusted for household size) are eligible to live in the community.

These rent and income restriction are no different than what is currently in place for the property under the previous ownership, so it is expected that all existing residents at Birch Island Apartments will be income qualified. Property Management will annually certify the incomes of the residents and they will reach out to each of the existing residents to verify the income of the household.

Current income limits and the projected post-rehabilitation rents are shown in the attached Tenant Selection Plan for the property. Due to the project based rental subsidy contract on most of the units, the resident paid portion of the rents is not expected to change for these units.

Residents will continue to be responsible for their own electrical costs, which includes heat, air conditioning, cooking, water heating, and lighting/general electric use. Residents are also responsible for any optional services desired, such as telephone, cable TV or internet service. Following completion of the renovation work, the water and sewer service will be individually sub metered and the resident will become responsible for this billing. Trash service will continue to be paid for by the ownership.

***Rent and Utility Changes Proposed***

	<b>Current Rents</b>	<b>Proposed Rents</b>
<b>1 Bedroom Units</b>	\$601/Month	\$601/Month
<b>2 Bedroom Units</b>	\$649/Month	\$649/Month
<b>3 Bedroom Units</b>	\$754/Month	\$754/Month

***Utility Allowance Changes Proposed***

	<b>Current UA</b>	<b>Proposed UA</b>
<b>1 Bedroom Units</b>	\$99/Month	\$138/Month
<b>2 Bedroom Units</b>	\$122/Month	\$167/Month
<b>3 Bedroom Units</b>	\$173/Month	\$224/Month

### ***Permanent Relocation***

Existing residents are NOT expected to be permanently relocated as a result of the acquisition or rehabilitation of Birch Island Apartments. If a current resident is found to be over income or found to have been over income when the resident initially occupied their unit, they will be permanently relocated from Birch Island Apartments property. As the previous ownership of Birch Island was held to the same income verification requirements as the new ownership. We do not expect there to be any situation where a current resident will be found to not qualify for their apartment unit.

The site management team will provide Full Relocation Assistance as required in VH's Relocation Assistance Guidelines. Such assistance includes Advisory Services and Moving Cost Reimbursement to the extent a relocation is necessary to perform the planned renovation work.

### **OWNER'S RESPONSIBILITIES TO TENANTS**

Advisory Services will include:

- Provides referrals for tenants to replacement properties, and contacts said properties to request priority for persons being displaced.
- Provides tenants with written information and/or translation services in their native languages if necessary
- Provides appropriate counseling for tenants who are unable to read and understand notices
- Provides contact information for questions and access to phone or computer if needed to make contact.
- Provides transportation for tenants needing to look at other housing, especially those who are elderly or disabled
- Understand and anticipate the needs of families and the elderly and able to meet the special advisory services they may need
- Allow and make tenants aware that appointments can be scheduled outside of normal business hours if needed.

Moving Cost Reimbursement to displaced residents will be based on the following guidelines:

- The Federal Highway Administration's Fixed Residential Moving Cost Schedule (includes utility hook up costs) for Virginia is as follows:
    - 1 Room of Furniture-\$700
    - 2 Rooms of Furniture-\$900
    - 3 Rooms of Furniture-\$1,100
    - 4 Rooms of Furniture-\$1,300
- OR
- Based on tenant's actual reasonable moving and related expenses. Reimbursement of actual moving and related expenses is defined as either labor or equipment.
  - As needed, residents will receive assistance in packing and moving furniture and belongings.
  - Temporary storage units will be provided for convenience as well.

### ***Temporary Relocation***

All residents are scheduled to remain in their same apartment after renovations. All tenants will be able to reside in their units throughout the renovation, however 5 units will receive significant handicap upgrades that may necessitate a temporary relocation of the resident.

Residents temporarily relocated will be offered Moving Cost Reimbursement. Most residents that are temporarily relocated will endure no more than eight weeks of relocation. Residents will

receive assistance in packing and moving furniture and belongings, plus temporary storage units will be provided for convenience as well. Ownership will also provide the advisory services listed above. Any tenant that is displaced for a partial day will be offered access to amenities (day room, refreshments, meals, TV, etc.) during daytime hours, up to five days.

### ***Unit Delivery Schedule***

See attached for detailed Unit Delivery Schedule

### ***Tenant Notices***

The new ownership intends to provide thorough and well-documented communication with residents of relocation and renovation plans. Initial notices have already been provided by property management, and further notices will begin on the settlement date, beyond the earlier 120-day notice. The 120-day written notice will be addressed to tenants their current address and will include the following:

- Informs the tenant that due to renovation they are required to move from the development, why they are required to move and states the move date.
- States the contact person for advisory services, types of services that are offered and hours as well as giving the option to make a scheduled appointment outside of normal hours if needed.
- Generally describes the relocation payment(s) for which the tenant may be eligible, the basic conditions of eligibility and the procedures for obtaining the payment (see Moving Cost Reimbursement below). Eligibility for relocation assistance shall begin on the date that acquisition negotiations are initiated or actual acquisition, whichever occurs first.
- States the contact information of management company if tenant has any questions or would like to discuss the assistance determination

Further notice will be provided in writing at least 30-days in advance of work commencing in the resident apartment, unless there is a health/safety concern. Mailings will be prepared in advance so that they may be mailed as of the notice date. Mailings will be addressed to the tenant at his/her current address and will include the following information:

- Specific date by which the tenant is required to move, and the time moving services will arrive at unit;
- Responsibilities of the tenant pertaining to the move and contact information in order to request assistance with said responsibilities;
- The address to which the tenant will be relocated;
- If applicable, the date on which the move-in inspection will be completed.

Where a mold condition in the dwelling unit materially affects the health or safety of any tenant or authorized occupant, the owner may require the tenant to temporarily vacate the dwelling unit in order to perform remediation, in accordance with professional standards as defined in Code Section 55-248.4 for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a hotel room, at no expense or cost to the tenant. See Code Section 55-248.12:2. Notice to the tenant

Copies of all notices with tenant acknowledgement will be provided to VHDA as soon as possible.

This Renovation and Relocation Plan will be made available to residents upon request and will be posted in the leasing office in plain sight for tenant review. Copies of all notices, checks and other documents related to the relocation will be included in each tenant's file.

### ***Moving Cost Reimbursements***

Residents seeking reimbursement of actual moving expenses must provide documentation of the Tenant's Actual Reasonable Moving and Related Expenses, including bills, certified prices, appraisals or other evidence of expenses within 30-days of receiving same. The ownership's responsibilities with respect to Moving Cost Reimbursements are as follows:

- Owners must provide reasonable assistance necessary to complete and file tenants' claims for payment.
- Moving cost reimbursements shall be made upon receipt of billing documentation from the tenant.
- Owners must provide expedited return of security deposits or allow tenants to apply security deposits to the last month's rent.
- Owners must make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship.
- If the owner disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination and the procedures for appealing that determination.
- An owner shall not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits.

### **OWNER'S RESPONSIBILITY TO VHDA**

A Final Moving Cost Reimbursement summary in rent roll format (by tenant, by unit) will be submitted to VHDA no later than 30-days after the last tenant is relocated. In addition, the ownership will provide a certification that the Owner has met the VHDA Moving Cost Reimbursement and Relocation Assistance Guidelines.

### **PLAN UPDATES**

This plan may be updated from time to time. Copies of the updated plan will be made available to residents affected by the project. This current plan was drafted in accordance with 2022 VHDA Relocation Assistance Guidelines.

Attachments:            Moving Cost Reimbursement Schedule  
                                 Tenant Notices of upcoming renovations  
                                 Tenant Selection Plan  
                                 Unit Delivery Schedule



### ***Birch Island Apartments-Moving Cost Reimbursement Schedule***

Note: This pre-determination of moving cost reimbursements assumes that no more than five residential units may need to be vacated on a volunteer basis. This pre-determination assumes that half of volunteers will move twice (in-and-out of their unit. To account for assumed vacancy at the start of the notice period, total moving costs are reduced by 20%. A contingency of \$100/unit is also added to the estimated costs.

#### ***Moving Cost Reimbursement***

Pre-Determination

- \$900 1 Bedroom Unit (2 rooms w/ furniture)
- \$1,100 2 Bedroom Unit (3 rooms w/ furniture)
- \$1,300 3 Bedroom Unit (4 rooms w/ furniture)

## Unit Delivery Schedule

Month	1	2	3	4	5	6	7	8	9
<b>SOW</b>	Exterior Demo	Exterior Finish, Mechanical System replacement	Interior Apartment and Community Building work	Interior Apartment and Community Building work	Interior Handicap Unit work, tenants displaced	Interior Handicap Unit work, tenants displaced	Interior Handicap Unit work, tenants displaced	Testing and Site Work	Punch List Items
<b>Move-Out</b>	0	0	0	0	3	2	0	0	0
<b>Move-In</b>	0	0	0	0	0	3	2	0	0



TM ASSOCIATES MANAGEMENT COVID RESPONSE PLAN  
WITH RELOCATION GUIDELINES FOR  
VENDORS/CONTRACTORS, SUBCONTRACTORS, RESIDENTS  
AND  
EMPLOYEES



## Contents

1. BACKGROUND	1
2. SCOPE	2
3. DEFINITIONS	2
4. RESPONSIBILITIES	5
5. EXPOSURE DETERMINATION	6
6. SPREAD AND TRANSMISSION CONTROL	11
7. CLEANING AND DISINFECTION	19
8. EXPOSURE INCIDENT	24
9. MEDICAL CONFIDENTIALITY	28
10. TRAINING REQUIREMENTS	29
11. RECORDKEEPING	30
12. VENDOR AND CONTRACTOR ACKNOWLEDGEMENT	31
13. REFERENCES	31
14. APPENDICES	31

### 1. BACKGROUND

Coronavirus Disease 2019 (COVID-19) is an infectious disease caused by a newly discovered coronavirus named "severe acute respiratory syndrome coronavirus 2" (SARS-CoV-2). The first cases were reported in Wuhan, China on December 31, 2019. Following the global spread of this new virus, the World Health Organization (WHO) declared a pandemic on March 11, 2020.

The COVID-19 pandemic presents unprecedented challenges to our workforce and operations. This document is intended to provide the necessary guidance and actions to reduce the impact of COVID-19 outbreak conditions during Resident Relocation.

The safety and health of our employees, clients, and residents that we serve is of the utmost importance to us. TM Associates is closely monitoring the Center for Disease Control (CDC), the World Health Organization (WHO) and applicable public health agency guidelines as well as local, state, and federal requirements and recommendations regarding COVID-19.



## 2.SCOPE

Applies to all TMAM employees, clients, residents, vendors, and contractors as guidance and direction to minimize the risk of being exposed to and/or spreading the SARS-CoV-2 virus.

## 3. DEFINITIONS

Asymptomatic Person is a person that is NOT exhibiting symptoms related to a disease.

CDC is an acronym for the U.S. Centers for Disease Control and Prevention.

Close Contact is being within approximately six (6) feet of a confirmed, suspected, or probable COVID-19 case, person under investigation (PUI), or symptomatic person for a prolonged period of time (*see definition for Prolonged Period*) or having direct contact with infectious secretions of a confirmed COVID-19 case, person under investigation (PUI), or symptomatic person (e.g., being coughed on).

Community Spread means an area where people have been infected with the virus, including some who are not sure how or where they became infected, i.e. they have no knowledge of contact with an infected individual.

Contact Transmission (Direct) Occurs when the infectious agent is transferred from an infected person to another person through physical contact (i.e., skin-to-skin contact). For example, an infectious individual shaking hands can contaminate the hands of another person who then touches their face, mouth, or nose.

Contact Transmission (Indirect) Occurs when the infectious agent is transferred from a contaminated surface or object to an individual who touches that surface and then touches their face, mouth, or nose. In the workplace, items handled by multiple employees (e.g., photocopy machines, computers, phones, and door handles) are likely routes of indirect contact transmission unless everyone practices good hand hygiene.

Contamination refers to the presence of bodily fluids either confirmed or suspected to contain SARS-CoV-2 viral particles on surfaces, personal protective equipment, in air, etc. It also refers to visible soiling of these same items with dirt, liquids, or other apparent grime.

Coronaviruses are a large family of viruses that are known to cause illness ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS). This family of viruses are known to originate in a range of animals.

Coronavirus Disease 2019 (COVID-19) is a respiratory illness that is caused by the new coronavirus, SARS-CoV-2; the disease is easily spread from person to person.

COVID-19 Case (Confirmed) A person with laboratory confirmation of COVID-19 infection, irrespective of clinical signs and symptoms.

COVID-19 Case (Probable) A.) A suspect case for whom testing for the COVID-19 virus is inconclusive. ORB.) A suspect case for whom testing could not be performed for any reason.

COVID-19 Case (Suspect)

A.) A patient with acute respiratory illness (fever and at least one sign/symptom of



respiratory disease, e.g., cough, shortness of breath), AND a history of travel to or residence in a location reporting community transmission of COVID-19 disease during the 14 days prior to symptom onset; OR

B.) A patient with any acute respiratory illness AND having been in contact with a confirmed or probable COVID-19 case in the last 14 days prior to symptom onset; OR

C.) A patient with severe acute respiratory illness (fever and at least one sign/symptom of respiratory disease, e.g., cough, shortness of breath; AND requiring hospitalization) AND in the absence of an alternative diagnosis that fully explains the clinical presentation.

Day Space is a vacant unit or secure area (e.g. community space) set up for one household to use at a time. Day spaces will be used during in-unit rehabilitation and relocation efforts.

Face Cover/Face Covering Any well-secured paper or cloth (like a bandana or scarf) that covers a wearer's mouth and nose to protect nearby personnel from the wearer's respiratory emissions such as large droplets, splashes, or sprays of bodily fluids. Face coverings are not surgical masks and are **not considered a respirator or a type of personal protective equipment**

Fever is medically defined by the United States Centers for Disease Control and Prevention (CDC) as a temperature of 100.4°F or higher. Some state and local authorities have established a lower numerical threshold; always utilize the most conservative number. Massachusetts has determined that a fever is a temperature greater than 100.3.3°F

Hierarchy of Controls are control measures used by occupational health and safety professionals to eliminate hazards including elimination (physically removing the hazard), substitution (replace the hazard), engineering controls (isolate the hazard from the employees or remove the hazard at the sources), administrative controls (change the way employees work), and personal protective equipment (providing equipment to protect employees). The idea behind the hierarchy is that when control measures are implemented in the order noted above (most effective to least effective) risk or injury can be substantially reduced with inherently safer systems.

Infectious Agent A pathogen that infiltrates the body.

Isolation means the separation of a person or group of people known or reasonably believed to be **infected with COVID-19 and potentially infectious** from those who are not infected to prevent spread of the communicable disease. Isolation for public health purposes may be voluntary or compelled by federal, state, or local public health order.

Mass Gathering is defined by the CDC as a planned or spontaneous event with a large number of people in attendance that could strain the planning and response resources of the community hosting the event.

Mucous Membrane A moist membrane lining all body passages that communicate with the air, such as the respiratory tract, eyes, nose, and mouth, etc. The fluid lining the membrane may contain infectious agents.

N95 Respirators are particulate filtering facepiece respirators designed to filter at least 95% of airborne particles but are not resistant to oil. N95 respirators are evaluated, tested, and



approved by the National Institute for Occupational Safety and Health (NIOSH).

OSHA is an acronym for the U.S. Occupational Safety and Health Administration.

Person Under Investigation (PUI) is defined as a person presenting with symptoms of COVID-19 and is under investigation and/or monitoring by public health officials.

Personal Protective Equipment (PPE) is equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses. These injuries and illnesses may result from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards. It is the least effective of the recognized hazard control measures.

Prolonged Period is an extended time period, defined by the CDC as at least fifteen (15 minutes); while the CDC and the World Health Organization have not provided clarification on how to calculate this time, TMAM employees, clients, resident, vendors and contractors will measure this time period as cumulative time (i.e. within six feet with Person A for 5 minutes, then 10 minutes, will meet the definition of prolonged period).

Quarantine in general means the separation of a person or group of people reasonably believed to have been **exposed to SARS-CoV-2 but not yet symptomatic**, from others who have not been so exposed, to prevent the possible spread of the communicable disease.

SARS-CoV-2 is a new coronavirus that was first discovered in Wuhan, China following an investigation surrounding clusters of pneumonia cases; it is also known as the 2019 Novel Coronavirus. Scientists are still trying to determine how SARS-CoV-2 spread to people from a likely non-human reservoir.

Self - Monitoring means people should monitor themselves for fever by taking their temperatures twice a day and remain alert for cough or difficulty breathing. If they feel feverish or develop measured fever, cough, or difficulty breathing during the self-monitoring period, they should self-isolate, limit contact with others, and seek advice by telephone from a healthcare provider or their local health department to determine whether medical evaluation is needed.

Self- Observation means people should remain alert for subjective fever, cough, or difficulty breathing. If they feel feverish or develop cough or difficulty breathing during the self-observation period, they should take their temperature, self-isolate, limit contact with others, and seek advice by telephone from a healthcare provider or their local health department to determine whether medical evaluation is needed.

Social Distancing means remaining out of congregate settings, avoiding mass gatherings, and maintaining distance, at least (6) feet or two (2) meters, from others when possible. Staying at least six feet away from other people lessens the chances of COVID-19 infected droplets landing in the mouths or noses of people who are nearby or possibly being inhaled into the lungs.

Symptomatic Person is a person that is exhibiting symptoms related to a disease; in the case of COVID-19 and this plan, a symptomatic person has a **fever, cough, or difficulty breathing among others**; consult the [CDC's website](#) for the most recent list of COVID-19 symptoms .



WHO is an acronym for the World Health Organization.

#### 4. RESPONSIBILITIES

This program applies to all TMAM employees, clients, residents, contractors, and vendors that will participate in the resident relocation, case management and resident services efforts.

##### 4.1 TMAM Executives

- Ensure the COVID-19 response plan is successfully implemented and understood by all stakeholders.
- Ensure this plan is updated as needed to reflect the most current government agency information and guidance related to COVID-19 and public health (such as, but not limited to, information published by the CDC, WHO, and OSHA).
- Ensure Regional Property Managers and Community Managers refer to local and state guidelines to ensure compliance with their requirements and guidelines.
- Support Regional Property Managers, Community Managers and employees and discuss precautions being implemented prior to each project.
- Help ensure that exposure incidents are reported and assessed and recommended corrective actions are implemented.

##### 4.2 TMAM Regional Property Managers and Community Managers

- Review client's procedures, protocols, and requirements prior to site visits
- Ensure training is current and provide site and project - specific information to employees. Ensure employees have a strong understanding of this plan.
- Enforce the implementation of/ compliance with all parts of the COVID-19 response plan on specific sites/projects, including vendor and contractor compliance.
- Provide all necessary engineering controls, administrative controls, and personal protective equipment to employees in order to comply with the procedures and policies outlined in this plan.
- Help ensure that exposure incidents are reported and assessed and recommended corrective actions are implemented.

##### 4.3 All TMAM Employees

- Comply with the policies and procedures outlined in this plan.
- Evaluate each site and become familiar with all known job hazards and associated control methods prior to each work shift.
- Notify your Supervisor immediately if a worker had close, prolonged contact with a person displaying COVID-19 symptoms (with or without laboratory confirmation), or a person with laboratory-confirmed COVID-19. AND was present at a property/site within 14 days of the exposure.





- Be vigilant at offices, client sites and travel in-between and implement measures to minimize transmission and risk of exposure.
- Ensure all required PPE is in safe working condition.
- Complete COV ID-19 specific training.

#### **4.4 Clients**

- Comply with the policies and procedures outlined in this plan.

#### **4.5 Residents**

- Comply with the policies and procedures outlined in this plan.

#### **4.6 Vendors/Contractors**

- Comply with the policies and procedures outlined in this plan.
- Provide TMAM a copy of their COVID-19 plan for review and approval. The plan should meet or exceed the specified guidelines in this plan.
- Provide TMAM with documentation that all employees who are expected to work at or visit the site have reviewed this program and have completed COVID-19 specific training.
- Ensure they are familiar with any potential risk of COV ID-19 exposure at the worksite prior to each work shift.
- Direct their employees to contact their direct Supervisor and a TMAM representative/contact person immediately if they or another worker had close , prolonged contact with a person displaying COVID-19 symptoms (with or without laboratory confirmation), or a person with laboratory-confirmed COVID-19 AND was present on a property/site within 14 days of the exposure .

## **5. EXPOSURE DETERMINATION**

### **5.1 COVID-19 Symptoms**

People with COVID-19 have had a wide range of symptoms reported, ranging from mild to severe. It is important to check CDC's website frequently, for the most current list of signs and symptoms of the disease (see link below). Symptoms may appear 2-14 days after exposure and include:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat



- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

Emergency warning signs for COVID-19 include, but not limited to:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

The following link will take you to the CDC webpage describing signs and symptoms: [CDC : Symptoms of COV ID-19](#)

Appendix A contains resources for employees to learn more about COVID-19 symptoms and how to manage symptoms at home.

## **5.1 At Risk Population**

Some people may be at higher risk for more serious complications from COVID-19, these groups include:

- Older adults - defined by WHO as people over 60 years old and defined by the CDC as people 65 years and older.
- People with underlying medical condition of any age, such as:
  - Blood disorders (e.g., sickle cell disease or on blood thinners).
  - Chronic kidney disease as defined by your doctor. Patients have been told to avoid or reduce the dose of medications because of kidney disease, or are undertreatment for kidney disease, including receiving dialysis.
  - Chronic liver disease as defined by your doctor (e.g., cirrhosis, chronic hepatitis). Patients have been told to avoid or reduce the dose of medications because of liver disease or are under treatment for liver disease.
  - Compromised immune system (immunosuppression) (e.g., seeing a doctor for cancer and treatment such as chemotherapy or radiation, receiving an organ or bone marrow transplant, taking high doses of corticosteroids or other immunosuppressant medications, HIV or AIDS).
  - Current or recent pregnancy in the last two weeks.
  - Endocrine disorders (e.g., diabetes mellitus).



- Heart disease such as congenital heart disease, congestive heart failure and coronary artery disease.
- Lung disease including asthma or chronic obstructive pulmonary disease (chronic bronchitis or emphysema) or other chronic conditions associated with impaired lung function or that require home oxygen.
- Metabolic disorders such as inherited metabolic disorders and mitochondrial disorders.
- Neurological and neurologic and neurodevelopment conditions including disorders of the brain, spinal cord, peripheral nerve, and muscle such as cerebral palsy, epilepsy (seizure disorders), stroke, intellectual disability, moderate to severe developmental delay, muscular dystrophy, or spinal cord injury.

## **5.2 How COVID-19 Spreads**

### **5.2.1 Person to Person**

The virus is thought to spread mainly from person-to-person.

- Between people who are in close contact with one another; within six (6) feet.
- Through respiratory droplets produced when an infected person talks, coughs or sneezes. These droplets can contact the mucous membranes of people who are nearby through direct contact

While some person-to-person spread might be possible before the infected person shows symptoms (e.g. asymptomatic infected person), people are thought to be most contagious when they are most symptomatic (i.e. the sickest).

### **5.2.2 Contact with Contaminated Surfaces**

The virus may also spread indirectly by a person touching a surface contaminated with infected droplets, and then touching their eyes, mouth, or nose. This second route of contamination is not thought to be the main way the virus is spread.

### **5.2.3 Virus Transmission**

How easily a virus spreads from person-to-person can vary. Some viruses are highly contagious (spread easily), like measles, while other viruses do not spread as easily. Another factor is whether the spread is sustained (spreading continually without stopping).

SARS-CoV-2 seems to be spreading easily and sustainably in the community in some affected geographic areas by "community spread". Community spread means people have been infected with the virus in an area, including some who are not sure how or where they became infected, i.e. they have no knowledge of contact with an infected individual.

## **5.3 Surface and Air Survivability**

Scientists believe that SARS-CoV-2 can survive on inanimate surfaces like metal, glass, or plastic for up to seven days; Reference (2) (3). Recent studies have also suggested that SARS-



CoV-2 can remain infective as an aerosol (produces droplets in the air) for at least three hours, though some aerosol physicists argue for much longer estimates. Reference (4) (5).

*Because this is a new virus, there are still uncertainties about its transmission, health risks, and other characteristics. More information will become available as the outbreak and investigations continue.*

#### **5.4 Sources of SARS-CoV-2 Exposure**

Two main sources of SARS-CoV-2 exposure include:

- Prolonged close contact with employees, clients, residents, vendors, and/or contractors
- High touch points at TMAM offices and resident sites (i.e. doorknobs, railings, faucets, toilets, keyboards, mouses).

#### **5.5 Worker Exposure Risk Category**

Worker risk of occupational exposure to SARS-CoV-2 during an outbreak varies, depending on the industry type, need for contact within six (6) feet of people known to be, or suspected of being, infected with SARS-CoV-2, or requirement for repeated or extended contact with persons known to be, or suspected of being, infected with SARS-CoV-2.

The Occupational Safety and Health Administration (OSHA) has divided job tasks into four risk exposure levels: very high, high, medium, and lower risk. OSHA's Occupational Risk Pyramid below shows the four exposure risk levels in the shape of a pyramid to represent distribution of risk; shows most American workers falling into the lower exposure risk (caution) and medium exposure risk levels.



**Figure 1. OSHA's Occupational Risk Pyramid for COVID-19**

Based on the likelihood for exposure to known or suspected sources of SARS-CoV-2, TMAM employees will typically fall in the lower exposure risk (caution) and medium risk exposure levels.



### Lower Exposure Risk (Caution)

Lower exposure risk (caution) jobs are those that do not require contact with people known to be, or suspected of being, infected with SARS-CoV-2 nor frequent close contact with; such as within six (6) feet the general public. Workers in this category have minimal occupational contact with the public and other coworkers.

### Medium Exposure Risk

Medium exposure risk jobs include those that require frequent and/or close contact with, such as within six (6) feet of, people who may be infected with SARS-CoV-2, but who are not known or suspected COVID-19 patients. In areas where there is ongoing community transmission, workers in this category may have contact with the general public (e.g., in schools, high-population-density work environments, and some high-volume retail settings).

### High Exposure Risk

High exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19. Workers in this category include:

- Healthcare delivery and support staff (e.g., doctors, nurses, and other hospital staff who must enter patients' rooms) exposed to known or suspected COVID-19 patients.
- Medical transport workers (e.g., ambulance vehicle operators) moving known or suspected COVID-19 patients in enclosed vehicles.
- Mortuary workers involved in preparing bodies of people known to have or suspected of having COVID-19 at the time of death.

### Very High Exposure Risk

Very high exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19 during specific medical, postmortem, or laboratory procedures. Workers in this category include:

- Healthcare workers (e.g., doctors, nurses, dentists, paramedics, emergency medical technicians) performing aerosol-generating procedures (e.g., intubation, cough induction procedures, bronchoscopies, some dental procedures and exams, or invasive specimen collection) on known or suspected COVID-19 patients.
- Healthcare or laboratory personnel collecting or handling specimens from known or suspected COVID-19 patients (e.g., manipulating cultures from known or suspected COVID-19 patients).
- Morgue workers performing autopsies, which generally involve aerosol-generating procedures, on the bodies of people who are known to have, or suspected of having, COVID-19 at the time of their death.



## 6. SPREAD AND TRANSMISSION CONTROL

### 6.1.1 Elimination – Removal of the Hazard

#### 6.1.1.1 Stay at Home Policy

To reduce the spread of COVID-19, employees who are sick, or were potentially exposed to COVID-19, must stay home, and contact their Supervisor before returning to work.

Employees must not come into work and shall contact their Supervisor if:

- Experiencing any COVID-19 symptom.
- Awaiting results of a COVID-19 test.
- Suspect they have COVID-19.
- Someone in their household has or is suspected of having COVID-19.
- They have come in contact with someone who has, or is suspected of having, COVID-19.

#### 6.1.1.2 Temperature Screening and Questionnaire

To mitigate the risk of transmission of COVID-19 in the workplace, TMAM employees, clients, residents, vendors, and subcontractors are required to perform self-temperature screening, prior to leaving their home. Anyone having a temperature of 100.3°F (38.0°C) or greater should not come to an TMAM office.

### Engineering Controls – Isolate the Hazard from the Employee

#### 6.1.1.3 Ventilation

- Where applicable, ventilation rates and quantity of outdoor fresh air will be increased as appropriate. Consult with building managers on ventilation system capabilities.
- Disable demand-control ventilation (DCV) controls that reduce air supply based on temperature or occupancy.
- The filtration system in the ventilation system will operate with the highest efficiency filters possible; preferably with a minimum efficiency reporting value (MERV) rating of 13 or higher.
- When feasible, open office windows to the outdoors.
- Consider stand-alone portable HEPA filtration units in high occupancy /high traffic areas (such as building entryways).

#### 6.1.1.4 Physical Barriers

- Modify or adjust seats, furniture, or workstations to maintain social distancing of 6 feet between employees.
  - Install transparent shields or other physical barriers where possible to separate employees and visitors where social distancing is not an option.
  - Arrange reception or other communal seating area chairs by turning, draping (covering chair with tape or fabric so seats cannot be used), spacing, or removing chairs to maintain social distancing.



- Use methods to physically separate employees in all areas of the facilities including work areas and other areas such as meeting rooms, break rooms, parking lots, entrance and exit areas, and locker rooms.
  - Use signs, tape marks, or other visual cues such as decals or colored tape on the floor, placed 6 feet apart, to indicate where to stand when physical barriers are not possible.
  - Replace high-touch communal items, such as coffee pots, water coolers, and bulk snacks, with alternatives such as pre-packaged, single-serving items.

### **6.1.2 Administrative Controls – Change the Way(s) Employees Work**

All employees should monitor public health communications about COVID-19 recommendations by frequently checking the CDC COVID-19 website: [www.cdc.gov/coronavirus/ 2019-ncov](http://www.cdc.gov/coronavirus/2019-ncov) . Any employee displaying symptoms of COVID-19 or otherwise feeling unwell should stay home. If an employee develops symptoms of COVID-19 during the workday, they should contact human resources, head home and should be counseled to contact their medical provider.

#### **6.1.2.1 Personal Hygiene**

TMAM employees will be proactive by practicing good personal hygiene, specifically by ensuring hands are effectively washed at the appropriate times. Hands should be washed with soap and water for at least 20 seconds when visibly soiled, before eating, after using the restroom, and after contact with high-touch surfaces .

Appendix D illustrates the appropriate means and methods for effectively washing hands. When access to soap and water is limited, using an alcohol-based hand sanitizer containing at least 60% ethanol or 70% isopropanol can be an interim substitute:

- Apply product to the palm of one hand.
- Rub hands together.
- Rub the product over all surfaces of hands and fingers until hands are dry.
- When water and soap become available, wash your hands.

To the extent possible, avoid touching high-touch surfaces in public places such as door handles . Avoid personal contact such as handshaking, etc. Use a tissue or your sleeve to cover your hand or finger if you must touch something. Avoid touching your face, including the mucous membranes of the nose, eyes, etc.

#### **6.1.2.2 Physical Separation**

To the extent possible, the following measures will be taken in each office TMAM:

- Individuals will not enter a doored office or workstation occupied by another without a face covering.
- If formal meetings are required within an office, online meeting platforms like Zoom will be used to facilitate the meeting.
- For other communication needs within an office , employees will utilize in-



office phone services and/or online platforms.

- Employees will be encouraged to not linger or socialize in common areas such as kitchens, lobbies, or conference rooms.
- Employees will not use crowded elevators. If maintaining at least six feet of distance between each elevator user is not feasible, the employee will wait for the next car, or take the stairs. Wash hands or use hand sanitizer after using an elevator, or touching doorknobs, handles or exit bars. Where appropriate and applicable, working from home will be encouraged depending on project needs. This will be arranged on a case-by-case basis.

### **6.1.2.3 Cleaning and Disinfection**

Further information on cleaning and disinfection are provided in Section 7.0 below.

- Appropriate cleaning/disinfecting supplies will be provided to employees to utilize before/after use of common spaces and contact with high touch surfaces (i.e. doorknobs, railings, faucets, copiers, printers, fax machines, keyboards, mouse, refrigerators, microwaves, etc.).
- Employees are responsible for cleaning/disinfecting bathroom surfaces before/after use.

### **6.1.3 Personal Protective Equipment (PPE) – Equipment Provided to Employees to Reduce Hazards**

All PPE requirements established via a job hazard assessment before the COVID-19 pandemic remain in effect, unless otherwise instructed.

- All employees must take everyday precautions to reduce the risk of getting sick:
  - Avoid close contact with people who are sick.
  - Wash your hands often with soap and (warm or cold) water for at least 20 seconds. See Appendix D for proper handwashing technique.
    - Before eating lunch
    - Before smoking or use of e-cigarettes
    - After using the bathroom
    - After blowing your nose, coughing, or sneezing
    - After using shared equipment, tools, surfaces, etc.
  - If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol (ethanol or isopropyl).
    - NOTE: Hand sanitizer is less effective if hands are visibly dirty.
  - To the extent possible, avoid touching high-touch surfaces in public places such as door handles, handrails, handshaking with people, etc. Use a tissue or your sleeve to cover your hand or finger if you must touch something.
  - Avoid touching your face, nose, eyes, etc.
  - Avoid all non-essential travel including plane trips.





- Clean and disinfect workspaces and work materials by following guidance outlined in Section 7. Cleaning and Disinfection.
- Do no share group food (e.g. shared sandwich trays, donuts, etc.)

Additional guidance for construction contractors can be found in Appendix F.

Additional guidance for moving contractors can be found in Appendix G.

#### **6.2.1.1 Relocation of Residents**

The plan for in-unit rehab will depend upon the campaign, the schedule, and the duration of in-unit work. All sections of this response plan must be followed as applicable.

##### Day Relocation for Occupied Residence Rehabs

At a minimum, the procedure for relocation during occupied residence rehabs will include the following:

- Resident(s) will have access to a day space, where they must spend their day until the work-shift (larger projects) or the rehab is complete. Residents are free to make their own arrangements outside of the day space and building during construction but must leave their residence.
- Day spaces will be cleaned and disinfected before and after each use by a third-party vendor. The vendor will use cleaning products and methods outlined in this plan. Upon completion of the cleaning, the vendor will fill out the TMAM COVID-19 Clean Unit Certification form and submit to TMAM.
- Day spaces shall not be shared by members of multiple residences.
- In cases where day spaces are not available, TMAM will utilize local hotels to provide day spaces. Brand name hotels should be selected and the TMAM Regional Property Manager should discuss the hotels cleaning and disinfection plan with a hotel manager. Additionally, TMAM should request the following when setting up a hotel before a resident enters the room:
  - Information on whether any employees have had confirmed, probable, or suspected cases of COVID-19
  - All moveable/unnecessary soft/porous surfaces (e.g. throw pillows, couches, chairs) and multi-use items such as coffee makers should be removed
  - Single use soaps, shampoo and toiletries should be provided
  - Confirm that check-in/check-out can be done contact free
- Contractors working in units will be required to comply with all the guidelines outlined in this plan.
- Upon completion of the work-shift (larger projects) or the rehab, all impacted areas of the residence will be cleaned and disinfected in accordance with this plan by TMAM's third-party vendor. Upon completion of the cleaning, the vendor will fill out the TMAM COVID-19 Clean Unit Certification form and submit to TMAM.
- Additional information for residents regarding day location occupied rehabs is provided in Appendix H.



### Day Relocation for Relocation Efforts

Guidelines for day spaces during relocation efforts are noted above. Additional information on steps parties should take before, during and after relocation are outlined in Appendix H.

#### **6.2.1.2 Face Coverings**

Face coverings are not considered to be PPE, but are meant to help keep large particle droplets, splashes, sprays, or splatter that may contain germs (viruses and bacteria) from others and from workspace surfaces.

Based on the vulnerability of some of the resident population at client sites, face coverings should be worn while inside all client sites and private residences. Reusable face coverings should be properly cleaned every day. Disposable face coverings should be discarded at the end of the day. Information on how to properly make and maintain a face covering can be found at the following CDC link: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-covers.html>.

Proper use of a Face Covering:

- Wash your hands with soap and water before putting on the face covering.
- Cover your mouth and nose with the face covering, making sure there are no gaps between it and your face. If the face covering has a bendable metal nosepiece, bend the piece to fit over your nose.
- Avoid touching the surface of the face covering. If you remove the face covering, store it in a manner that avoids cross-contamination (e.g. in a paper lunch bag)
- Discard disposable face coverings immediately after using.
- Wash hands after removing face covering.
- Clean/Disinfect cloth face coverings daily or dispose of paper masks.

#### **6.2.2 Personal Protective Equipment (PPE) – Equipment Provided to Employees to Reduce Hazards**

Each employee should have their own safety glasses, gloves, etc., labeled with their name. Reusable PPE must be user labeled and disinfected by the user prior and at the end of each use and must not be shared. Disposable PPE should be discarded per TMAM policies and manufacturer's guidance.

##### Gloves

Gloves (reusable or disposable) are required for the following work tasks:

- Operations or tasks where tool and/or parts sharing takes place (e.g. relocation activities using dollies, handcarts, moving furniture)

If using reusable gloves, the user must clean and disinfect them in between contacts, and frequently throughout the work shift using hand hygiene practices.

If using disposable gloves, refer to Appendix I for the CDC's guidelines on removing gloves

##### Eye Protection

Eye protection (e.g. goggles or face shields) should be used when social distancing rules cannot be followed. Eye protection must be cleaned and disinfected at the end of the work shift.



### Respiratory Protection

Respiratory protection equipment must be donned during completion of any task where it was previously required (e.g. concrete cutting, drywall sanding) based on OSHA regulations or exposure assessment information.

## 7. CLEANING AND DISINFECTION

### 7.1 TMAM Offices

It is not known how long the SARS-CoV-2 virus can survive outside of a human host. But it is known that the virus is susceptible to disinfectants. Perform targeted cleaning and disinfection of frequently touched hard, non-porous surfaces, such as elevator buttons, doorknobs, light switches, handrails, appliances, counter tops, drawer pulls, tables, sinks, faucet and toilet handles, drinking fountains, push plates, phones, keyboards, tablets, keys and remote controls.

The following procedures for handling, cleaning and disinfecting surfaces will help protect employees from exposure.

All employees are responsible for cleaning and disinfecting items they personally handle PRIOR TO AND AT THE END OF EACH USE using the procedures outlined in this section and cleaning and disinfection products. Approved disinfectants must be selected from the U.S. EPA's list of disinfectants approved for use against SARS-CoV-2. This list is updated frequently. See: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>

#### **The following cleaning procedures will be followed:**

- Ventilate the area. Clean frequently touched surfaces routinely, wearing disposable gloves, using soap and water.
- Then, use EPA-registered household disinfectant, using the personal protective equipment recommended by the manufacturer on the Safety Data Sheet and following the instructions on the label to ensure safe and effective use of the product. Many products recommend keeping surface wet for a specified period of time (see product label).
- For soft surfaces such as carpeted floor, rugs, and drapes, clean the surface using soap and water or with cleaners appropriate for use on these surfaces. Launder items (if possible) according to the manufacturer's instructions. Use the warmest appropriate water setting and dry items completely.
- For electronics, such as tablets, touch screens, keyboards, consider putting a wipeable cover on them, and clean frequently using alcohol-based wipes or sprays containing at least 70% alcohol. Dry surface thoroughly. If the electronic equipment does not have a wipeable cover, follow manufacturer's instruction for cleaning and disinfecting. If there is no guidance from the manufacturer, use alcohol-based wipes or sprays containing at least 70% alcohol. Dry surface thoroughly. Clean hands thoroughly after removing and discarding gloves.

### 7.2 Properties/Sites

To ensure cleaning products are safe for all building occupants, including those described in section 5.2 At Risk Population, the following guidelines must be followed when cleaning at client sites or in residences.



- Maximize ventilation with outside air during and after cleaning and prior to daily building occupancy. Open windows and doors as necessary to supplement mechanical ventilation.
- Consider using cleaning products certified by Green Seal Standards for Industrial and Institutional Cleaners, GS-37, and GS-53. These products have been evaluated for performance and use in areas where there are vulnerable populations, such as insenior housing. GreenSeal cleaners can be found [here](#).
- If spray products are used, consider limiting their use to cleaning and disinfecting unoccupied areas.
- Preferably use HEPA vacuums for cleaning .
- If label allows , apply disinfectant (after mixing with water as label directs) onto a microfiber cloth to wipe surfaces.
- Dilute cleaning and disinfectant products as appropriate for application.
- Disinfect areas only as often as necessary or required.
- Allow disinfectant to remain wet on surfaces for contact time for enveloped viruses (like SARS-CoV-2) stated by manufacturer, to properly disinfect.
- Consider wet wiping surface with clean microfiber cloth and water to remove residual disinfectant from surface.
- Direct cleaning personnel to wear personal protective equipment as required by the manufacturer and noted on the safety data sheets.
- When cleaning resident non-porous flooring, use a split bucket system, with the cleaning solution on one side and the rinse water on the other. Dilute the cleaning solution in the bucket (or, preferably , use a dilution dispenser). Mop using a microfiber mop head until the floor appears clean. Bathroom floors should be mopped last. Rinse. Place used microfiber mop head in a container for laundering. Use a clean microfiber mop head for each residence. Most floors can be cleaned and do not need to be disinfected, unless it is required by licensing regulations, or there has been evidence of illness in the unit.

### Disinfection Products

EPA's current [list](#) of recommended disinfectants for use against SARS-CoV-2 contains over 400 products. EPA has developed a tool to assist in selection of the appropriate disinfectant, [here](#).

Functionally, disinfectants are designed to destroy or irreversibly inactivate infectious agents, and as such, none are inherently harmless. However, some disinfectants are particularly problematic for asthmatics. For residential buildings where the impact of disinfectant use on the at-risk population is to be minimized, avoid disinfectants containing bleach (sodium hypochlorite) , quaternary ammonium compounds (benzalkonium chlorides), peroxyacetic acid (peracetic acid), and glutaraldehyde <sup>1</sup>.



Select products containing disinfectant chemicals known to be less hazardous to human health. These ingredients include:

- Hydrogen Peroxide
- Citric Acid
- Lactic Acid
- Ethyl Alcohol (ethanol)
- Isopropyl Alcohol
- Sodium Bisulfate

EPA's list of recommended disinfectants currently includes several products which are formulated with these safer active ingredients. It is recommended that the products listed in Table 1 be considered, when disinfection is required and minimal impact on the at-risk population in residential buildings is desired.

**Table 1. EPA List of Recommended Disinfectants for Use Against SARS-CoV-2 with Safer Ingredients (Focusing on Commonly Available Products, List is Not Comprehensive)  
(current as of 6/2/2020)**

<b>EPA List N Disinfectant</b>	<b>EPA Registration No.</b>	<b>Contact Time Required (in minutes)</b>
Clorox Commercial Solutions Hydrogen Peroxide Disinfecting Cleaner and Clorox Healthcare Hydrogen Peroxide Cleaner Disinfectant	67619-24	1
Clorox Commercial Solutions® Hydrogen Peroxide Cleaner Disinfectant Wipes and Clorox Healthcare Hydrogen Peroxide Cleaner Disinfectant Wipes	67619-25	2
Diversey's Alpha HP Multi-Surface Disinfectant Cleaner registered under the name Phato 1:64 Disinfectant Cleaner	70627-62	5
Diversey's Oxivir Five 16 (registered under the name Oxy-Team Disinfectant)	70627-58	5
Diversey's Oxivir TB Ready-to-Use Liquid	70627-56	1
Diversey's Oxivir Wipes	70627-60	1
Ecolab's Peroxide Disinfectant and Glass Cleaner RTU	1677-251	0.75
Ecolab's Peroxide Multi Surface Cleaner and Disinfectant	1677-238	2
EnviroX Critical Care (Registered under the name Axen(R) 30)	72977-3	3
GOJO Industries PURELL Multi-Surface Disinfecting Cleaner, PURELL Multi Surface Disinfectant and PURELL Professional Surface Disinfectant (registered under the name URTHPro)	84368-1	1
GOJO Industries PURELL Professional Surface Disinfecting Wipes	84150-1	5
Lysol Disinfecting Bathroom Cleaner	675-55	5



EPA List N Disinfectant	EPA Registration No.	Contact Time Required (in minutes)
Reckitt Benckiser, LLC's Angel	777-126	10
Virox Technologies, Inc.'s Accel 5 RTU	74559-8	5
Wexford Labs, Inc.'s Cleancide	34810-35	5
Wexford Labs, Inc.'s Wexford Disinfectant Wipes	34810-37	5

### 7.2.1 Cleaning and Disinfection of Units During Occupied Rehabs

TMAM employees will instruct residents to complete the following tasks before any work activities are begun:

- Complete trash and inventory forms per TMAM guidelines.
- Place valuables (medicine, cash, etc.) in the bag provided. TMAM will assist residents or utilize a 3<sup>rd</sup> party relocation vendor, as needed, in moving their valuables and other selected items to the day space and provide companionship as needed.
- Prior to leaving their unit, and consistent with CDC guidelines, the resident will perform hand hygiene and don a cloth face covering or facemask.
- When applicable, during transfer to the day unit, the resident will limit movement (go directly to the day unit) and perform social distancing (stay at least 6 feet away from others).
- The resident will use an elevator dedicated to residents-only, waiting apart from others until there will be no more than one other person on the elevator.
- The resident will occupy the day space unit during the entirety of the move and post cleaning of their new unit.
- If able, the resident will clean the high touch surfaces in the day space before and after use, with the cleaning products provided.

The day space unit will have been vacant for a minimum of one hour after it is cleaned and disinfected by a cleaning company contracted by TMAM using the CDC recommended cleaning and disinfecting protocol. The cleaning company will have completed the TMAM COVID Cleaning Certification Form with the times indicated, so that completeness of the cleaning/disinfection procedures and the 1-hour minimum dwell time have been documented.

### 7.2.2 Cleaning and Disinfection for Units During Relocation

After construction activities are complete and before a unit is moved into, the TMAM third-party vendor will clean and disinfect the unit using the current CDC protocols and applicable State/local guidelines.



### **7.2.2.1 Hand Tools**

The following procedure will be followed by employees handling and using tools:

- All employees are responsible for cleaning and disinfecting the tools, equipment, and materials they bring into the residence initially. If tools leave the residence they must be cleaned once again before being brought back into the residence.
- Employees shall wash their hands or use a proper hand sanitizer before and after use to help prevent contamination.
- Employees shall clean tools before and after use each day with mild soap, using a clean damp cloth, and washed off and dried. If the tool(s) has left the unit being renovated, it must be disinfected prior to bringing it back into the unit. Note that certain cleaning agents and solvents are harmful to plastics and other insulated parts and should not be used.
- The following steps are to be used at the end of the work shift, prior to vacating the unit.
  - Clean all tools with a mild soap and damp cloth, and rinse with water, and dry. If tools are to leave the site decontaminate with an EPA List N disinfectant listed in Table 1 following the manufacturer's instructions.
  - Avoid touching skin and immediately wash hands after this process.
- Once tools are cleaned, proceed to clean all surfaces in the affected areas of the apartment unit. First gross clean to minimize dust, for example by using microfiber broom. Once gross debris removed, use a HEPA vacuum with clean brush attachment to clean any impacted soft surfaces such as carpets.

### **7.2.3 Cleaning and Disinfection of Hotel Rooms**

Whether hotel rooms are used as day spaces or for extended stays, TMAM will provide residents with an appropriate EPA approved disinfectant to wipe down all high touch surfaces inside the hotel room. TMAM will also get verification from a hotel representative that all bedding, towels, and washcloths have been cleaned before a resident enters the room.

## **8. EXPOSURE INCIDENT**

### **8.1 Identification and Response Measures for Symptomatic Person Exposure**

With growing numbers of COVID-19 infections in the United States and sustained transmission occurring in some communities, it is essential that all parties take swift, respectable, and appropriate actions to identify and respond to incidents involving contact with a person displaying COVID-19 related symptoms (with or without laboratory testing) and minimize risk of disease spread.

In the event a TMAM employee, client, resident, vendor or subcontractor comes in close contact with a person displaying COVID-19 related symptoms (with or without laboratory testing), the TMAM Regional Property Manager must initiate exposure incident notifications and investigation as outlined in Section 8. Exposure Incident.



## **8.2 Incidental Initial Actions and Notifications**

In the event an employee, client, resident, vendor or subcontractor is exposed to a person with possible, suspected, or confirmed COVID-19 or a SARS-CoV-2 contaminated surface, prompt actions must be taken by the individual and the TMAM Regional Property Manager to ensure the protection of other parties. Examples of an exposure incident includes, but not limited to:

- Employee, contractor, or vendor has close (<6 feet) and prolonged (at least 15 minutes) contact with a person with COVID-19 symptoms with or without laboratory confirmed COVID-19, or with an asymptomatic person with laboratory-confirmed COVID-19.
- Employee develops COVID-19 symptoms within 14 days of being on the worksite and had close, prolonged contact with a resident, client, vendor, or another employee.
- Subcontractor comes into contact with a symptomatic person on the worksite. Subcontractor develops COVID-19 symptoms while at the worksite or within 14 days of being on the worksite

### **8.2.1 Employee with COVID-19 Related Symptoms at Work**

- Employee displaying symptoms of COVID-19 or otherwise feeling unwell during the workday should isolate from other employees and arrangements be made for their safe transport home.
- Employee should contact their healthcare provider for medical advice.
- The employee will notify their Supervisor as soon as practicable (ideally within 60 minutes of incident) to report the incident and obtain recommended response and follow-up actions.
- The Regional Property Manager will work with the appropriate TMAM Executive to ensure all preventative measures (i.e. isolation, quarantine, etc.) are implemented as per risk assessment flowchart in Appendix J.
- The Regional Property Manager will work with the appropriate TMAM Executive to complete the exposure incident form (Appendix K); this can be completed over the telephone to minimize exposure to symptomatic employee.

### **8.2.2 Employee with COVID-19 Related Symptoms Outside of Work**

- Employee displaying symptoms of COVID-19 or otherwise feeling unwell should stay home.
- Employee should contact their healthcare provider for medical advice.
- Employee must contact and inform their Supervisor as soon as practicable.
- The Regional Property Manager will work with the appropriate TMAM Executive to ensure all preventative measures (i.e. isolation, quarantine, etc.) are implemented as per risk assessment flowchart in Appendix J.





- Regional Property Manager will work with the TMAM Executive to complete the exposure incident form (Appendix K); this can be completed over the telephone to minimize exposure to symptomatic employee.

### **8.2.3 Employee Receives Positive COVID-19 Test Result While at Work (with or without symptoms)**

- Employee must be separated from other employees and clients and arrangements be made for their safe transport home .
- Employee must contact their healthcare provider for medical advice.
- The employee will notify their Supervisor as soon as practicable (ideally within 60 minutes of incident) to report the incident and obtain recommended response and follow-up actions. The Risk Assessment Flow Chart (Appendix I) should be utilized at this time as a job aid.
- The Supervisor will inform **HR** as soon as practicable (ideally within 60 minutes of being notified) to ensure all control measures (i.e. isolation , quarantine, etc.) are implemented in accordance with the most recent CDC guidance.

### **8.2.4 Employee Receives Positive COVID-19 Test Results While Outside of Work (with or without symptoms)**

- Employee must stay home.
- Employee must contact their healthcare provider for medical advice.
- The employee will notify their Supervisor as soon as practicable (ideally within 60 minutes of incident) to report the incident and obtain recommended response and follow-up actions. The Risk Assessment Flow Chart (Appendix I) should be utilized at this time as a job aid.
- The Supervisor will inform **HR** as soon as practicable (ideally within 60 minutes of being notified) to ensure all control measures (i.e. isolation, quarantine, etc.) are implemented in accordance with the most recent CDC guidance.
- The exposure incident form will be submitted to HR for review
- HR and TM Executives/Vice Presidents or their designee will conduct a follow-up exposure assessment to identify and track any close contacts associated with the exposure incident. All Parties employees identified as close contacts will be notified and receive appropriate guidance within 24 hours of exposure assessment completion.

### **8.2.5 Employee, Client, Resident, Vendor or Subcontractor Came into Contact with a Known or Potential SARS-CoV-2 Source**

- Employee should contact their healthcare provider for medical advice.



- Employee must contact and inform Supervisor as soon as practicable.
- The Regional Property Manager must contact the appropriate TMAM Executive as soon as practicable (ideally within 60 minutes of incident) to report the incident and obtain recommended response and follow-up actions.
- The Regional Property Manager will work with the appropriate TMAM Executive to ensure all preventative measures (i.e. isolation , quarantine , etc.) are implemented as per risk assessment flowchart in Appendix J.

For all the scenarios outlined above, the Regional Property Manager will work with the appropriate TMAM Executive/Vice President to complete the exposure incident form (Appendix K); this can be completed over the telephone to minimize exposure to symptomatic employee . The exposure incident form will be submitted to HR for review. HR and TMAM Executives/Vice President or their designee will conduct a follow-up exposure assessment to identify and track any close contacts associated with the exposure incident. All parties identified as close contacts will be notified and receive appropriate guidance within 24 hours of exposure assessment completion.

### **8.3 Returning to Work After Having COVID-19 or COVID-19 Symptoms**

Any employee that has been quarantined or asked to self-isolate, for any reason, will be required to complete the Return to Work Questionnaire located in Appendix L.

*Symptom-based strategy.* Exclude from work until:

- At least 3 days (72 hours) have passed *since recovery* defined as resolution of fever without the use of fever-reducing medications, and
- Other symptoms have improved (for example, when your cough or shortness of breath have improved), and
- At least 10 days have passed *since symptoms first appeared*.

*Test-based strategy.* Exclude from work until:

- *Resolution of fever without the use of fever-reducing medications, and*
- *Other symptoms have improved (for example, when your cough or shortness of breath have improved), and Negative results of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV-2 RNA from at least two consecutive respiratory specimens collected 24 hours apart (total of two negative specimens)*

### **8.4 Returning to Work After Having NO COVID-19 Symptoms but Tested Positive for COVID-19**

As per CDC guidance, an employee may return to work so long as at least one of the options below are satisfied.

*Time-based strategy.* Exclude from work until:



- At least 10 days have passed since the date of their first positive COVID-19 diagnostic test assuming they have not subsequently developed symptoms since their positive test.
- Continue to have no symptoms since the test. If they develop symptoms, then follow instructions in Section 8.3.

*Test-based strategy. Exclude from work until:*

- *Negative results of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV-2 RNA from at least two consecutive respiratory specimens collected 24 hours apart (total of two negative specimens)*

### **8.5 Returning to work if living in the same household or an intimate partner of a symptomatic person with COVID-19 (with or without laboratory testing)**

This guidance conservatively **assumes that employee is asymptomatic**

As per CDC guidance, an employee may return to work when they have completed the following criteria:

- Has been symptom free for at least 14 consecutive days after the last date of exposure.
  - The "last date of exposure" can be reasonably defined as the date the person the employee resides with who had COVID-19 was released from Public Health Orders or isolation, i.e. they could return to work and meet the [CDC's criteria for discontinuing home isolation](#) .

### **8.6 Returning to work after being quarantined based on close contact with a person who had COVID-19 symptoms and/or tested positive for COVID-19.**

This guidance conservatively **assumes that employee is asymptomatic**

As per CDC guidance, an employee may return to work when they have completed the following criteria:

- Has been symptom free for at least 14 consecutive days after the last date of exposure (i.e. last date of interaction with person who had COVID-19 symptoms and/or tested positive for COVID-19).

**Exception:** In the event an employee receives a non-coronavirus diagnosis from their healthcare provider, this guidance is not applicable.

The following link will take you to the CDC website where these measures will be updated as new information is available: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>

## **9.MEDICAL CONFIDENTIALITY**

### **9.1 Equal Employment Opportunity Commission (EEOC)**

The Americans with Disabilities Act (ADA) prohibits discrimination on the basis of disability, perceived disability, or association with a person with a disability. The ADA establishes rules about medical examinations and inquiries. TMAM will ensure reasonable accommodation is provided, so long as it does not interfere with or prevent employers from following the



guidelines and suggestions made by the CDC about steps employers should take regarding COVID-19.

The EEOC revised the "Pandemic Preparedness in the Workplace and the Americans with Disabilities Act" publication on March 21, 2020 to address its application to COVID-19; this document can be accessed at [https://www.eeoc.gov/facts/pandemic\\_flu.htm\\_1](https://www.eeoc.gov/facts/pandemic_flu.htm_1). It is suggested that the EEOC website be checked regularly for the latest guidance.

## **9.2 Health Insurance Portability and Accountability Act (HIPAA)**

AS COVID-19 outbreak imposes additional challenges on health care providers. Often questions arise about the ability of entities covered by the HIPAA regulations to share information, including with friends and family, public health officials, and emergency personnel. The U.S. Department of Health and Human Services released the COVID-19 & HIPAA Bulletin on March 2020 to address common HIPAA related concerns. While the HIPAA Privacy Rule allows patient information to be shared to assist in nationwide public health emergencies, and to assist patients in receiving the care they need, it is not suspended during a public health or other emergency. It is suggested that the HIPAA website be checked regularly for the latest guidance. The document can be accessed at <https://www.hhs.gov/sites/default/files/hipaa-and-covid-19-limited-hipaa-waiver-bulletin-508.pdf>

## **10. TRAINING REQUIREMENTS**

All employees with occupational exposure to SARS-CoV-2 must be provided with initial and annual refresher training, at no cost to the employee and during working hours.

If changes in procedures or tasks affect the employee's occupational exposure, additional training may be needed prior to the annual refresher. Such additional training can be limited to addressing the new or changed exposures.

### **10.1 Training Content**

Training on COVID-19 must include the following topics:

- A general update on what public health professionals currently know about the disease;
- A general explanation of the epidemiology, symptoms, and health effects associated with COVID-19, to include at risk populations;
- An explanation of the modes of transmission of SARS-CoV-2;
- An explanation of TMAM's COVID-19 response plan and the means by which the employee can obtain a copy of the written plan;
- An explanation of the appropriate methods for recognizing tasks and other activities that may *involve* exposure to SARS-CoV-2;



- An explanation of the use and limitations of methods that will prevent or reduce exposure including appropriate engineering controls, work practices, and personal protective equipment;
- Information on the types, proper use, location, removal, handling, decontamination, and disposal of personal protective equipment;
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and containment measures to minimize spread of COVID-19;
- Information on return to work policies following an exposure incident;
- An opportunity for interactive questions and answers with the person conducting the training session.

## 10.2 Vendors/Subcontractors Training Records

Vendors and/or subcontractors will provide internal training documentation to ensure their employees have completed required COVID-19 training.

## 11. RECORDKEEPING

Currently, OSHA is considering COVID-19 to be a recordable illness if a worker is infected as a result of performing their work-related duties. OSHA has stated however, employers are only responsible for recording cases of COVID-19 if all the following are met:

1. The case is a confirmed case of COVID-19 (see CDC information on persons under investigation and presumptive positive and laboratory-confirmed cases of COVID-19);
2. The case is work-related, as defined by 29 CFR 1904.5; and
3. The case involves one or more of the general recording criteria set forth in 29 CFR 1904.7 (e.g. medical treatment beyond first-aid, days away from work).

For purposes of OSHA's recording requirements, only those employees who have a laboratory-confirmed case are recordable. Persons under investigation (PUis) and presumptive positives are not confirmed cases. An employee who has symptoms of COVID-

19 or is a suspected case of COVID-19 does not meet the CDC definition of "confirmed case" and the illness is not recordable under OSHA.

A COVID-19 case will be **reported** to OSHA if the employee passes away or is hospitalized as an in-patient as a result of COVID-19 contracted from performing work-related duties. A worker fatality will be reported within 8 hours and any amputation, loss of an eye, or hospitalization of a worker within 24 hours.



## 12. VENDOR AND SUBCONTRACTOR ACKNOWLEDGEMENT

All vendors and subcontractors supporting TMAM business shall review this document and ensure understanding of all applicable parts. Vendors and subcontractors must electronically sign/date the acknowledgement form in Appendix M before arriving to a TMAM Property/Site.

## 13. REFERENCES

- (1) Centers for Disease Control and Prevention (CDC).  
<https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- (2) Chin WH, Chu JT, Perera R, Hui K, Yen H, Chan M, Peiris M, Poon L. Stability of SARS-CoV-2 in Different Environmental Conditions. *Lancet Microbe* 2020; April 2020.
- (3) van Doremalen N, Bushmaker T, Morris DH, Holbrook MG, Gamble A, Williamson BN, Tamin A, Harcourt JL, Thornburg NJ, Gerber SI, Lloyd-Smith JO, de Wit E, Musnter VJ. Aerosol and Surface Stability of SARS-CoV-2 as Compared with SARS-CoV-1. *N Engl J Med* 2020:1-3.
- (4) Santa-Coloma, T. The Airborne and Gastrointestinal Coronavirus SARS-COV-2 Pathways. Preprints 2020, 2020040133 (doi: 10.20944/preprints202004.0133.v2).
- (5) G. Kampf, et al. Persistence of coronaviruses on inanimate surfaces and their inactivation with biocidal agents. *The Journal of Hospital Infection*, 104 (3), pp. 246-251. (2020).
- (6) World Health Organization (WHO).  
<https://www.who.int/emergencies/diseases/novel-coronavirus-2019>
- (7) U.S. Department of Labor; Occupational Safety and Health Administration (OSHA).  
<https://www.osha.gov/SLTC/covid-19/>

## 14. APPENDICES

Appendix A: CDC COVID-19 Symptom Fact Sheet

Appendix B: WHO - Handwashing Guide

Appendix C: Additional Guidance for Construction Contractors

Appendix D: Additional Guidance for Moving Contractors

Appendix E: Additional Guidance for Rehab Days and Relocation

Appendix F: CDC Guideline for Proper Glove Removal

Appendix G: Risk Assessment Flowchart and Preventative Response Actions

Appendix H: Exposure Incident Form

Appendix I: Return to Work Questionnaire

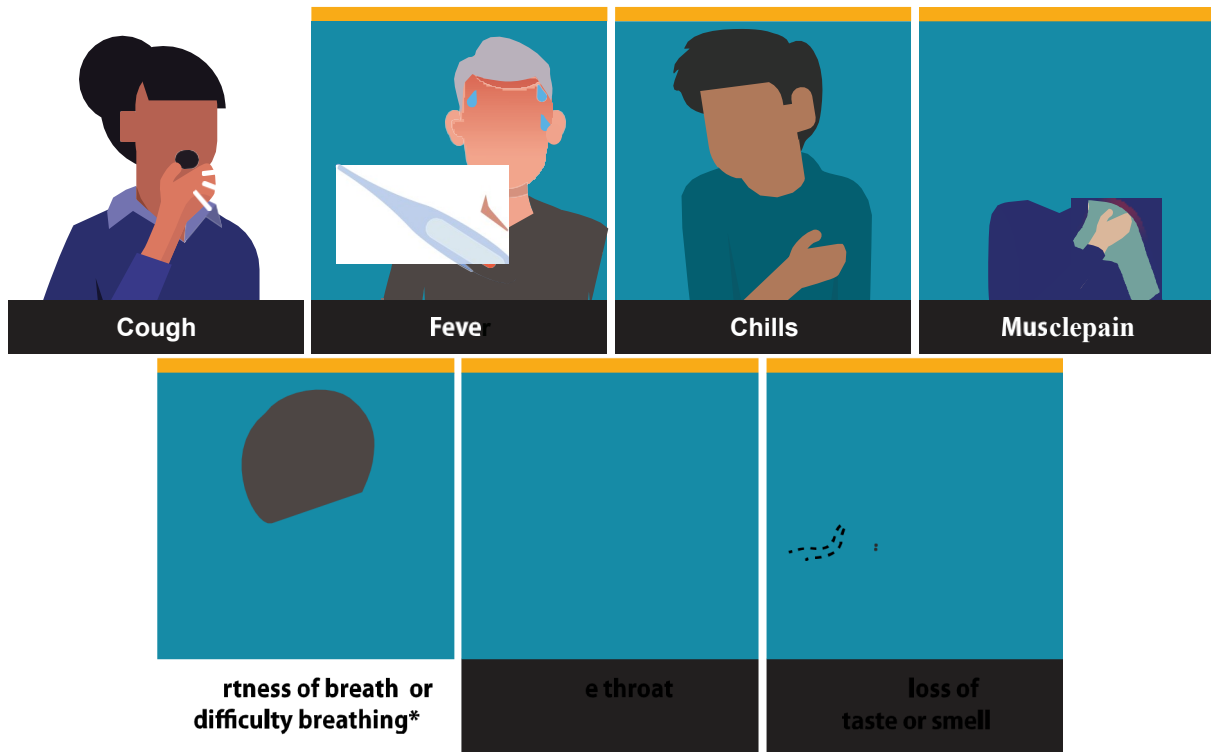
Appendix J: Vendor/Contractor Acknowledgement



**Appendix A**  
**CDC COVID-19 Symptom Fact Sheet**

# Symptoms of Coronavirus (COVID-19)

Know the symptoms of COVID-19, which can include the following:



Symptoms can range from mild to severe illness, and appear 2-14 days after you are exposed to the virus that causes COVID-19.

**\*Seek medical care immediately if someone has emergency warning signs of COVID-19.**

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

This list is not all possible symptoms. Please call your medical provider for any other symptoms that are severe or concerning to you.



[cdc.gov/coronavirus](https://cdc.gov/coronavirus)

317142-A May 21, 2020 10:44AM



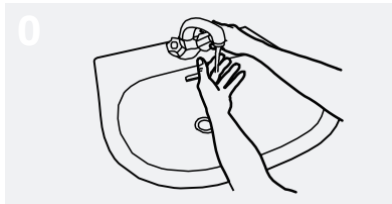


**Appendix B**  
**WHO - Handwashing Guide**

# How to Handwash?

WASH HANDS WHEN VISIBLY SOILED! OTHERWISE, USE HANDRUB

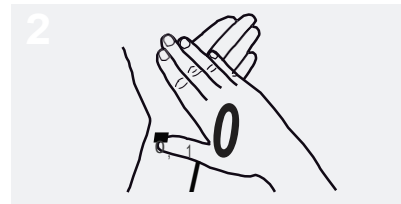
Duration of the entire procedure: 40-60 seconds



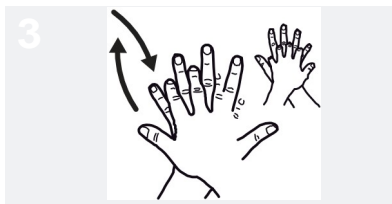
0 Wet hands with water;



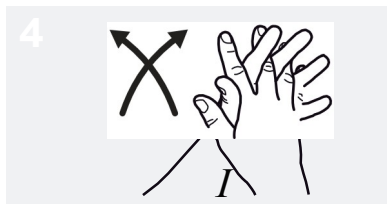
1 Apply enough soap to cover all hand surfaces;



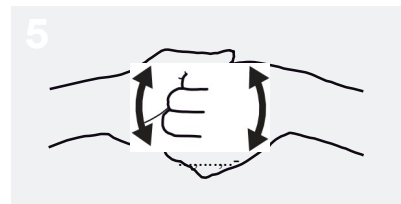
2 Rub hands palm to palm;



3 Right palm over left dorsum with interlaced fingers and vice versa;



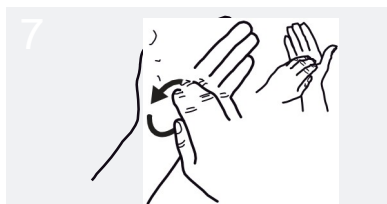
4 Palm to palm with fingers interlaced;



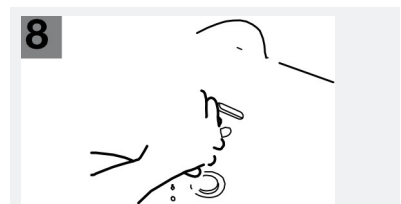
5 Backs of fingers to opposing palms with fingers interlocked;



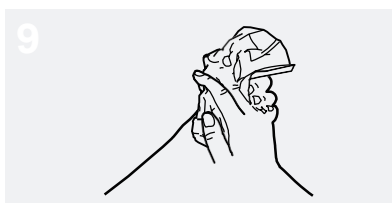
6 Rotational rubbing of left thumb clasped in right palm and vice versa;



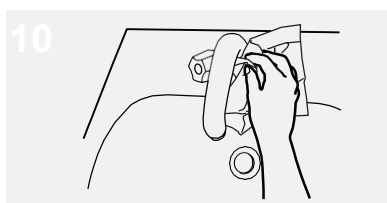
7 Rotational rubbing, backwards and forwards with clasped fingers of right hand in left palm and vice versa;



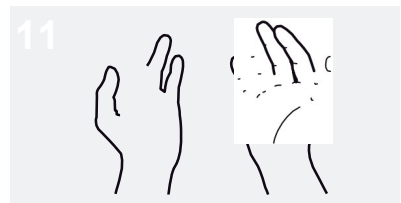
8 Rinse hands with water;



9 Dry hands thoroughly with a single use towel;



10 Use towel to turn off faucet;



11 Your hands are now safe.

 World Health Organization

Patient Safety

A World Alliance for Safer Health Care

SAVE LIVES

Clean Your Hands

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WHO acknowledges the Hôpital aux Universitaires de Genève (HUG), in particular the members of the Infection Control Programme for their active participation in developing this material.



**Appendix C**  
**Additional Guidance for Construction Contractors**



## **Appendix C**

### **Additional Construction Contractor Guidance**

During construction activities, construction contractors and their subcontractors must implement measures to limit the potential spread of COVID-19 and monitor their construction projects to ensure that these measures are effective.

Contractors shall submit and implement site-specific COVID-19 Safety Plan that meets federal, state, and local requirements including the requirements of Housing Opportunities Unlimited, prior to the initiation of any construction activities. Work cannot begin until the plan is approved by TMAM or their designee and the Contractor can provide evidence that any/all COVID-related documentation required by state or local authorities has been reviewed and approved by that entity.

Measures to limit the potential spread of COVID-19 may include the following, provided as examples:

- Design and stage construction activities to isolate work from areas occupied by residents and/or TMAM management operational and maintenance activities.
- Consider providing portable wash stations with sufficient hand cleaning soap, disposable towels, and foot-operated trash receptacles on construction sites, with sealable garbage bags that can be transported off-site for disposal.
- Pre-plan break areas to allow for social distancing, through staggering of breaks and selection of break areas which are remote from others.
- Consider access to and from the construction worksite to limit the distance traveled and to avoid unnecessary contact with others. With the exception of emergency work, any access to resident areas can only occur with prior Owner approval.
- Practice social distancing, maintaining 6 feet or more from TMAM employees and residents. Face coverings are required at all times.
- Determine how materials will be transported to and from the work site efficiently and with limited disruption to the building. Elevators are not to be used for construction-related activity. Any exception must be specifically approved by the Owner before work begins.
- Consider measures to eliminate tracked-in materials, for example, consider requiring use of walk-off mats at the entryway to capture the debris and dirt tracked in on shoes. This type of mat also reduces wear and tear on floors and carpeting. If work is being conducted in inclement weather, consider use of multi-level scraper mat with rubber backing that hold water. Vacuum the walk-off mat daily.
- Consider providing and using ultra-fine high-quality microfiber cleaning cloths and mop heads for cleaning. These cloths and mop heads must be washed or laundered before being used in another unit to avoid cross-contamination.
- Plan to wet mop all durable non-porous floor coverings , using procedure described in Section 7.2.



- Implement measures which reinforce social distancing, i.e., communicate remotely (via phone or radio) rather than face-to-face and ensure other tradespeople are also practicing social distancing and using face coverings.
- Implement measures to prevent spreading the virus by measures such as, providing tools and other equipment for individual use. Clean larger shared tools before and after use. encouraging employees to bring their own food and beverages (with sealable lids) to the job site, with no sharing, and no sharing of vehicles, cellphones, or other implements.
- Institute measures such as opening windows to allow fresh air to circulate through the unit during work activities and HEPA filtration air movers to continually clean the air inside the unit. Consider allowing these units to run overnight.
- Select equipment that has HEPA-filtered *vacuum* attachments, to eliminate generating dust and need for additional cleaning.



**Appendix D**  
**Additional Guidance for Moving Contractors**



## **Appendix D**

### **Additional Moving Contractor Guidance**

During moving relocation activities, moving contractors, and any subcontractor under their purview, will follow the requirements below to limit their exposures and reduce their impact on the residential community. All relocation plans will be reviewed and approved by Housing Opportunities Unlimited or their designee prior to the commencement of relocation.

- Prior to move: The movers should make every effort to complete the pre-move assessment over the phone and to gather the information that they need without accessing the resident's unit. In some cases, a virtual tour of the unit can be provided.
- In situations where conversations or a pre-move inspection is needed, the resident (if able) should temporarily leave the unit until the pre-move inspection is completed. The movers shall exercise care to avoid touching any surfaces while in the unit. If the resident is unable to leave, then the mover and resident(s) must follow the procedure outlined in section 7.2.2 Cleaning and Disinfection During Emergency Work/Occupied Entry.
- Movers must limit their use of elevators to those specifically designated by TMAM and must clean and disinfect surfaces contacted within the elevator after dedicated use.
- All moving contractor-supplied equipment must be cleaned and disinfected prior to being brought onto the TMAM property.
- TMAM will designate a cleaning and disinfection area for each move. All cleaning and disinfection methods must follow the most stringent of the Federal (CDC), State and local guidance, first by cleaning, and then disinfecting; disinfectants must be selected from EPA's List N: Disinfectants for Use Against SARS-CoV-2, the virus that causes COVID-19, following manufacturer's instructions for use, including contact time.
- If equipment is to be taken off-site after the move, it must be cleaned and disinfected. If it is stored onsite, it must remain in a TMAM designated area.
- Cardboard boxes (supplied by TMAM) will only be used for moving one resident and then must be discarded.
- All contract mover employees will wear face coverings and, safety glasses or face shields when present on site. The moving contractor will specify procedures they will use to eliminate the potential to spread contamination from one unit to another (e.g., through changeout schedules for personal protective equipment (including booties) or use of disposable non-slip floor coverings).
- Fabric covered furniture, rugs, and other fabric items being moved are to be sealed in poly. The poly should be wrapped completely around the fabric and sealed with packing tape.
- Once all tenant's items are removed from the unit to be renovated, the moving



contractor employees must clean and disinfect any surface contacted during the move, including all high-touch surfaces (door handles, etc.); following cleaning, using disinfectants selected from EPA's List N: Disinfectants for Use Against SARS-CoV-2, the virus that causes COVID-19, following manufacturer's instructions for use, including contact time.





**Appendix E**  
**Additional Guidance for Rehab Days and Relocation**



## **Appendix E**

### **Guidance for Residents During Rehab And Relocation**

TMAM thanks you for reviewing the information below which has been compiled to ensure the safety of residents during all rehabilitation activities. The measure below will help to eliminate/reduce the spread of COVID-19. Cleaning and disinfection described below will be completed in accordance with current CDC guidelines and the TMAM COVID-19 Response Plan.

Measures to limit the potential spread of COVID-19 may include the following, provided as examples:

- Construction activities will be designed and staged to isolate work from areas occupied by residents.
- TMAM will minimize their visits during the relocation process to the extent possible. When visiting is necessary, TMAM staff and their vendors/contractors will always wear face coverings and practice social distancing by remaining at least six feet apart.
- If moving contractors need to conduct a pre-inspection walkthrough, we will provide a day space for you to remain in. An TMAM employee will accompany the moving contractor during the inspection.
- TMAM will notify your close neighbors about the rehab or relocation in an effort to reduce traffic in shared spaces.
- Practice social distancing, maintaining 6 feet or more from TMAM employee's, vendors and contractors. Face coverings are required at all times.

#### **Rehab/Relocation Day**

- TMAM construction and moving contractors will be subject to temperature checks before their work begins. All activities conducted by an TMAM vendor or contractor must be conducted in compliance with the TMAM COVID-19 Response Plan.
- You will be ready to leave your unit at the agreed upon time on the day of rehab or relocation.
- You will be escorted to your day space by an TMAM employee with any personal items you choose to bring. All day spaces will be assigned to a single household and will be cleaned and disinfected before your arrival.
- An TMAM employee will provide updates on the rehab or relocation efforts.
- All areas that have been impacted by a construction or moving contractor will be cleaned and disinfected in accordance with TMAM's COVID-19 Response Plan.
- TMAM will provide additional cleaning supplies to residents to assist in additional cleaning and disinfection if requested.
- TMAM vendors or contractors will clean and disinfect common hallways, elevators and common spaces that were impacted during rehab or relocation.
- TMAM thanks you in advance for your cooperation and is available to answer any questions.



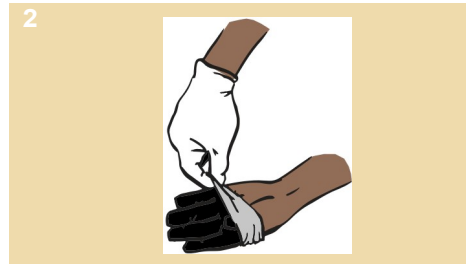
**Appendix F**  
**CDC Guidelines for Proper Glove Removal**

# How to Remove Gloves

To protect yourself, use the following steps to take off gloves



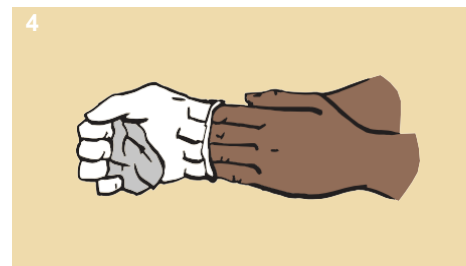
1 Grasp the outside of one glove at the wrist. Do not touch your bare skin.



2 Peel the glove away from your body, pulling it inside out.



3 Hold the glove you just removed in your gloved hand.



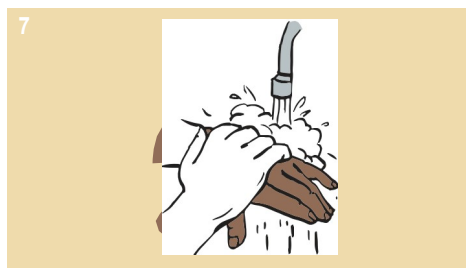
4 Peel off the second glove by putting your fingers inside the glove at the top of your wrist.



5 Turn the second glove inside out while pulling it away from your body, leaving the first glove inside the second.



6 Dispose of the gloves safely. Do not reuse the gloves.



7 Clean your hands immediately after removing gloves.



## **Appendix G**

### **Risk Assessment Flowchart and Preventative Response Measures**

**Resource:** This flow chart is based on information provided in the following CDC Guidance:

- Contact Tracing: Part of a Multipronged Approach to Fight the COVID-19 Pandemic; <https://www.cdc.gov/coronavirus/2019-ncov/php/principles-contact-tracing.html>
- Criteria for Discontinuing Home Isolation: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>
- Public Health Recommendations for Community-Related Exposure; <https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>
- Public Health Recommendations after Travel-Associated COVID-19 Exposure; <https://www.cdc.gov/coronavirus/2019-ncov/php/risk-assessment.html>

**Person A**  
**Possible, Known, or Confirmed COVID-19**

- Person with COVID-19 Symptoms with or without laboratory confirmed COVID-19
- Asymptomatic person with laboratory confirmed COVID-19



**Person B**

- Living in Same Household as Person A
- Intimate Partner of Person A
- Providing Care for Person A
- Prolonged Close Contact (≥ 15min) with Person A\*
  - Being within approximately 6 feet of Person A.
  - Sitting within two seats of Person A on an aircraft.
  - Close contact occurred **during period from 48 hours before Person A displayed symptoms until Person A meets criteria for discontinuing home isolation.**
- Traveled from a country with [widespread ongoing transmission](#); all countries as of 3/27/2020.
- Traveled on a cruise ship or river boat.



**Person C**

- No Known Exposure with Person A
- Traveled from a country with [ongoing community transmission](#).



**Symptomatic**

**Isolate Immediately**

Close off any areas used by symptomatic person. Initiate cleaning and disinfection protocol IAW [CDC's guidance](#). Instruct person to contact their health care provider. Contact supervisor and provide information on close contacts in the workplace. Follow the CDC's ["What to Do If You Are Sick"](#) guidance. Do NOT return to work until meeting the [CDC's criteria for discontinuing home isolation](#) or cleared by a health care provider, AND get approval from supervisor.

**Symptomatic**

**Isolate Immediately**

Close off any areas used by symptomatic person. Initiate cleaning and disinfection protocol IAW [CDC's guidance](#). Instruct person to contact their health care provider. Contact supervisor and provide information on close contacts in the workplace. Follow the CDC's ["What to Do If You Are Sick"](#) guidance. Do NOT return to work until meeting the [CDC's criteria for discontinuing home isolation](#) or cleared by a health care provider, AND get approval from supervisor.

**Asymptomatic**

**Quarantine Immediately**

Stay home until 14 days after last exposure. Maintain social distance (at least 6 feet) from others at all times. Self-monitor for symptoms. Check temperature twice a day. Avoid contact with people at higher risk for severe illness (unless they live in the same home and had same exposure). Exemption for critical infrastructure workers with work practices.

**Asymptomatic**

No restriction on movement; employee can continue working. Be alert for symptoms. Practice social distancing by maintain 6 feet of distance from others. Stay out of crowded places.

**Key Terminology and Notes**

- Close contact is defined as the following (during period **from 48 hours before Person A displayed symptoms, until Person A meets criteria for discontinuing home isolation**):
  - being within approximately 6 feet (2 meters) of a COVID-19 case for a prolonged period of time (≥ 15minutes); close contact can occur while caring for, living with, visiting, or sharing a healthcare waiting area or room with a COVID-19 case; OR
  - having direct contact with infectious secretions of a COVID-19 case (e.g., being coughed on).
- People with COVID-19 display a wide range of symptoms **For the purpose of these recommendations symptoms include symptoms listed on the CDC's symptoms list; this list can be found on the [CDC's website](#).**
- Social distancing means remaining out of congregate settings, avoiding mass gatherings, and maintaining distance (approximately 6 feet or 2 meters) from others when possible.
- Isolation separates sick people with a contagious disease from people who are not sick.
- Quarantine separates and restricts the movement of people who were exposed to a contagious disease to see if they become sick.
- Not to be used as a Return to Work Protocol.



**Appendix H**  
**Exposure Incident Form**



Employee Name (PRINT):	Page 1 of 2
Supervisor Name (PRINT):	
Date of Completion:	
<b>Determination of Contact Exposure</b>	
Have you been in close contact with a person that was displaying COVID-19 related symptoms (a.k.a. Symptomatic Person)?  <i>Common symptoms related to COVID-19 include, but not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea; refer to the <a href="#">CDC's symptoms list</a>.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
How close were you to the symptomatic person?	<input type="checkbox"/> Within 6 feet <input type="checkbox"/> Greater than 6 feet
Approximately how long were you in contact with the symptomatic person?	<input type="checkbox"/> Brief passing <input type="checkbox"/> Prolonged period (at least 15 minutes)
Do you currently or have recently, within the last 14 days, lived in the same household as a confirmed, suspected, or probable COVID-19 case or provided care to a confirmed, suspected, or probable COVID-19 case	<input type="checkbox"/> Yes <input type="checkbox"/> No  <i>If yes, what precautionary measures did you implement in the household if any? Provide explanation:</i>  <i>Recommended home care precaution measures are listed <a href="#">here</a>.</i> <i>Recommended home isolation precaution measures are listed <a href="#">here</a>.</i>





Employee Name (PRINT):

Page 2 of 3

**Determination of Symptoms**

Have you experienced (or currently experiencing) the following symptoms within the last 14 days?

Fever or chills:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Cough:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Shortness of breath or difficulty breathing:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Fatigue:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Muscle or body aches:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Headache:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
New loss of taste or smell:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Sore throat:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Congestion or runny nose:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Nausea or vomiting:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Diarrhea:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No
Other:	<input type="checkbox"/> Yes Start of Symptom (DATE): End of Symptom (DATE):	<input type="checkbox"/> No



Employee Name (PRINT):

Page 3 of 3

If symptomatic, who have you been in contact with while on a TMAM site or while conducting TMAM work for the previous two weeks?

Is there anything else you would like to share with us that could help better identify your risk as it relates to COVID-19? If so, please share below:



**Appendix I**  
**Return to Work Questionnaire**



## Coronavirus Disease 2019 (COVID-19) Return to Work Questionnaire

**Instructions:**

- Questionnaire must be completed by (Insert Person in Charge) before an employee returns from COVID-19 related isolation or quarantine.

Today's Date and Time: \_\_\_\_\_

**What was the reason of your isolation or quarantine?**

Had COVID-19 Symptoms (with or without confirmed test results):	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, go to Section 1A or 1B as applicable (only one needs to be satisfied).
Had <b>NO</b> COVID-19 Symptoms but Tested Positive for COVID-19:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, go to Section 2A or 2B as applicable (only one needs to be satisfied).
Live with or had an intimate partner who was symptomatic for COVID-19 (with or without confirmed testing):	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, go to Section 3.
Identified as a close contact of a person with COVID-19 symptoms and/or tested positive for COVID-19:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, go to Section 4.

**Section 1A: Employee had COVID-19 Symptoms (with or without confirmed test results).**

Symptom Based Strategy

Have you been fever free without the use of a fever-reducing medication for the last <b>three consecutive days</b> ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<i>If no, do not proceed. Employee does not meet the criteria to return to work.</i>
Have other symptoms improved (for example, when your cough or shortness of breath have improved)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<i>If no, do not proceed. Employee does not meet the criteria to return to work.</i>
Has it been at least ten days since symptom onset?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	



<p>*Provide date of symptom onset (includes any <a href="#">CDC COVID-19 symptoms</a>)?</p>	<p>Date of Symptom Onset: _____</p> <p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p>
<p>If yes to all questions in this section, employee meets criteria to return to work.</p>	
<p><b>Section 1B: Employee had COVID-19 Symptoms (with or without confirmed test results).</b></p> <p><u>Test Based Strategy</u></p>	
<p>Are you fever free without the use of a fever-reducing medication?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p>
<p>Have other symptoms improved (for example, when your cough or shortness of breath have improved)?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p>
<p>Have you received negative results of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV-2 RNA from <b>at least two consecutive</b> respiratory specimens <b>collected ≥24 hours apart</b> (total of two negative specimens)?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p>
<p>If yes to all questions in this section, employee meets criteria to return to work.</p>	
<p><b>Section 2A: Employee had NO COVID-19 Symptoms but Tested Positive for COVID-19.</b></p> <p><u>Time Based Strategy</u></p>	
<p>Has it been at least ten days since the date of their first positive COVID-19 diagnostic test?</p> <p>*Provide date of first positive COVID-19 diagnostic testing?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Date of Diagnostic Test: _____</p>



	<p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p> <p><i>If employee developed symptoms after testing positive, they must follow Section 1A or 1B.</i></p>
<p><b>Section 2B: Employee had NO COVID-19 Symptoms but Tested Positive for COVID-19.</b></p> <p><u>Test Based Strategy</u></p>	
<p>Have you received negative results of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV-2 RNA from <b>at least two consecutive</b> respiratory specimens <b>collected ≥24 hours apart</b> (total of two negative specimens)?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p> <p><i>If employee developed symptoms after testing positive, they must follow Section 1A or 1B.</i></p>
<p><b>Section 3: Employee living with or has an intimate partner who was symptomatic for COVID-19 (with or without confirmed testing).</b></p>	
<p>When was the household member and/or intimate of interest released from Public Health Orders or isolation (i.e. they could return to work and met the <a href="#">CDC's criteria for discontinuing home isolation</a>)?</p>	<p>Date: _____</p>
<p>Has it been 14 days since the date provided?</p>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><i>If no, do not proceed. Employee does not meet the criteria to return to work.</i></p>
<p>Have you experienced any of the following symptoms in the last 14 days?</p>	
<p>Fever or chills:</p> <p>Cough:</p> <p>Shortness of breath or difficulty breathing:</p> <p>Muscle or body aches:</p> <p>Headache:</p> <p>New loss of taste or smell:</p> <p>Congestion or runny nose:</p>	<p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    Date: _____</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No    Date: _____</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No    Date: _____</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No    Date: _____</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No    Date: _____</p> <p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    Date: _____</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No    Date: _____</p>



<p>Nausea or vomiting:</p> <p>New loss of taste or smell:</p> <p>Diarrhea:</p> <p>If yes, provide date that symptom first appeared.</p>	<p><input type="checkbox"/> Yes   <input type="checkbox"/> No   Date: _____</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No   Date: _____</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No   Date: _____</p> <p><i>If employee states that they experienced any of the above symptoms in the last 14 days, do not proceed. Employee does not meet the criteria to return to work.</i></p>
---	--

**Section 4: Employee identified as a close contact.**

What was the date of last exposure?	Date: _____
Has it been 14 days since the date provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If no, do not proceed. Employee does not meet the criteria to return to work.</i>	

Have you experienced any of the following symptoms in the last 14 days?

Fever or chills:	<input type="checkbox"/> Yes <input type="checkbox"/> No   Date: _____
Cough:	<input type="checkbox"/> Yes <input type="checkbox"/> No   Date: _____
Shortness of breath or difficulty breathing:	<input type="checkbox"/> Yes <input type="checkbox"/> No   Date: _____
Muscle or body aches:	<input type="checkbox"/> Yes <input type="checkbox"/> No   Date: _____
Headache:	<input type="checkbox"/> Yes <input type="checkbox"/> No   Date: _____
New loss of taste or smell:	<input type="checkbox"/> Yes <input type="checkbox"/> No   Date: _____
Congestion or runny nose:	<input type="checkbox"/> Yes <input type="checkbox"/> No   Date: _____
Nausea or vomiting:	<input type="checkbox"/> Yes <input type="checkbox"/> No   Date: _____
New loss of taste or smell:	<input type="checkbox"/> Yes <input type="checkbox"/> No   Date: _____
Diarrhea:	<input type="checkbox"/> Yes <input type="checkbox"/> No   Date: _____



If yes, provide date that symptom first appeared.

*If employee states that they experienced any of the above symptoms in the last 14 days, do not proceed. Employee does not meet the criteria to return to work.*

**Explanation of Recommended Actions Provided to Employee:**





**Appendix J**  
**Vendor/Contractor Acknowledgement**



## TENANT SELECTION PLAN

### GENERAL

The Tenant Selection and Marketing Plan outline the procedures and criteria by which management will conduct the rental process and select residents for occupancy in the development. The priorities for resident selection at the development will be based on HUD Handbook 4350.3 for properties participating in the LIHTC Section 42 program or USDA 7 CFR 3560 Regulations. Management will comply with the requirements of the USDA-Rural Development approved AFHMP.

The following guides will be used to determine eligibility:

1. The Federal Register
2. The Federal Fair Housing Law
3. The State Fair Housing Law
4. IRS LIHTC Sec. 42 (when applicable)
5. RD and HUD Requirements
6. The Federal Fair Credit Reporting Act and other state and local credit reporting laws.
7. All Civil Rights Acts prohibiting discrimination in Federally assisted program and activities

Management's ultimate responsibility is our tenant selection. The owner has developed this community in hopes of servicing a need for housing. Management will make every effort to occupy the owner's community with tenants who will care for their unit, common area and who will pay their rent on time and in full. Management's goal is to house people/families who will abide by their lease and the Rules & Regulations of the community.

This procedure will be posted in the Rental Office and made available for applicants to review. It will be updated periodically in accordance with changes in Federal and State guidelines. Any questions pertaining to this selection criterion should be directed to the Site Manager.

### APPLICATION PROCEDURES

No one will be refused the right to fill out an application. The Site Manager will offer aid to applicants in completing the application for admission. Applications will be accepted by mail but every effort will be made to encourage applicants to bring their applications to the rental office for review. During this interview, the Site Manager will explain the nature of the LIHTC or USDA-Rural Development program and the resident selection process. All applications will be signed and dated by the applicant. Positive identification of all residents is required. For adult applicants this must be photo identification. For all minors who will be listed on the application, a copy of their social security card and birth certificate are required.

### EVALUATION CRITERIA

Management will evaluate each applicant on his or her past performance in meeting financial obligations, especially rent. In the event that unfavorable information on the applicant is received, consideration will be given to factors that indicate that future performance in meeting financial obligations is likely to be more favorable. Management will evaluate each applicant on his or her conduct in present and prior housing in order to determine if he or she or those under his or her control, do interfere with other residents' health, safety, comfort and enjoyment of the premises. The following are some of the factors which management will consider in determining admission to the development:

- Record of disturbances of neighbors; destruction of property; living or housekeeping habits which may adversely affect the health, safety or welfare of other residents
- History of criminal activity, see attached table regarding Criminal Activity
- Current history of substance abuse.

The time, nature and extent of each factor shall be considered in determining the effect on the development. In the event that unfavorable information on an applicant is received, consideration will be given to factors that indicate that future conduct is likely to be more favorable.

Management will verify adequately information furnished by each applicant in a manner that is timely to processing



requirements. This can include checks for credit, criminal activity, sexual offender activity and interviews with each applicant, interviews with present and former landlords, local welfare office employees, family social workers, parole officers, family court officials and drug treatment center officials (sexual predator activity will be reverified on an annual basis at time of recertification using a national sexual predator database for all adult household members). All information on income will be certified in writing through third-party sources. Applicants will certify in writing to their income, assets and the sources.

### PROGRAM ELIGIBILITY

A resident eligible for occupancy in this community must:

- (1) Be a United States citizen or qualified alien, and
- (2) Be of legal contract age and
- (3) No member of the household is a convicted sex offender (Management on an annual basis at time of recertification, will perform a sexual predator check of all adult household members using a national sexual predator database) and
- (4) Qualify as a very low-, low-, or moderate-income household; or
- (5) Be eligible under the requirements established to qualify for housing benefits provided by sources other than the Agency, such as U.S. Department of Housing and Urban Development (HUD) Section 8 assistance or Low Income Housing Tax Credit (LIHTC), when a tenant receives such housing benefits.

### FARM LABOR HOUSING

Management will screen all applicants to determine that the Farm Laborer, Retired Farm Laborer or Disabled Farm Laborer applicants be a citizen or lawful permanent resident. Management will use this list to document that the applicant has acceptable documents for US Citizenship

- Official Birth Certificate issued by a U.S. State, jurisdiction or territory (Puerto Rico, U.S. Virgin Islands, Northern Mariana Islands, American Samoa, Swain's Island, Guam)  
**IMPORTANT: Puerto Rican birth certificates issued before July 1, 2010, will not be recognized as proof of Lawful U.S. Citizenship beginning November 1, 2010.**  
The Government of Puerto Rico has provided information for citizens to apply for new birth certificates.
- U.S. Government-issued certified Birth Certificate
- U.S. Certificate of Birth Abroad (DS-1350 or FS-545)
- Report of Birth Abroad of a Citizen of the U.S. (FS-240)
- Valid, unexpired U.S. Passport
- Certificate of Citizenship (N560 or N561)
- Certificate of Naturalization (N550, N570 or N578)
- U.S. Citizen Identification Card (I-197, I-179)
- Acceptable Documents for Lawful Permanent Residency Status
- Permanent Resident Alien Card (I-551)
- Foreign passport stamped by the U.S. Government indicating that the holder has been processed for I-551"
- Permanent resident Re-entry Permit (I-327)
- Arrival Departure Form I-94 with "Temporary I-551" stamp and holder's photograph affixed
- Travel Document issued to Permanent Residents (I-327)
- Travel Document issued to Refugees (I-571)
- Form I-94 stamped with one of the following statuses: Asylee, Parolee or Parole, Refugee, Asylum, HP-humanitarian parolee or PIP-public interest parolee



**STUDENTS**

An applicant/resident of the community who may be considered an eligible student when all of the following conditions are met:

- The person is of legal age in accordance with the applicable state law or is otherwise legally able to enter into a binding contract under state law;
- The person seeking occupancy has established a household separate and distinct from the person's parents or legal guardians;
- The person seeking occupancy is no longer claimed as a dependent by the person's parents or legal guardians pursuant to Internal Revenue Service regulations, and evidence is provided to this effect; and
- The person seeking occupancy signs a written statement indicating whether or not the person's parents, legal guardians, or others provide any financial assistance and this financial assistance is considered as part of current annual income and is verified in writing by the borrower.

If this community is subject to LIHTC Section 42 restrictions, one of the following exceptions must apply if the household will be comprised of only full-time students:

1. A single parent with children, none of which are declared as dependents on another persons tax return
2. Married filing a joint federal tax return
3. Receiving TANF payments on behalf of minor children
4. Enrolled in a job training program receiving assistance under the Job Training Partnership Act or funded by the state or local government agency
5. Who were formerly in out-of-home placement in a foster care system governed by Title IV, part B or E of the social Security Act Foster Care Eligibility Program.

**LIVE-IN RESIDENT ASSISTANTS**

These assistants will be screened for criminal activity and landlord references with the same eligibility criteria as other applicants.

**REJECTION STANDARDS**

The standards for rejection are:

- Substantial risk that the applicant will be unable or unwilling to pay the rent. Including:
  1. One (1) History that the Applicant has vacated prior to scheduled termination of lease at a previous housing unit.
  2. One (1) "EVICTION" from a previous housing unit.
  3. Three (3) LATE PAYMENTS of rent within a twelve (12) month period from a current or past housing unit.
- Substantial risk that the applicant or those under the control of the applicant will interfere with the health, safety, security and the right to peaceful enjoyment of the resident community.
- Substantial risk of intentional damage or destruction to the apartment unit and surrounding premises by the applicant or those under the applicant's control.
- Current history of substance abuse
- History of criminal activity

If an applicant is disapproved, the Site Manager shall notify the applicant in writing. Such notice shall clearly state the name and address of the organization that provided the information, for disapproval. If any person or family is not satisfied with this notification, within 14 calendar days of receipt of written notification, such person or family shall have the right to respond to the notice within 14 calendar days after date of the notice and of the right to a hearing in accordance with 7 CFR 3560.160(f), which is available in the Rental Office upon request. Each family shall have the right to contact the credit-reporting agency for a complete and accurate disclosure of the information contained in that agency's report.



## APPLICATION INTAKE

Page 4

Applications will be available from the rental office and may be requested by phone, by letter or in person.

Applications will be accepted in person or through the mail, although every effort will be made to encourage applicants to come to the rental office for review of their application by the Site Manager. The Site Manager will review the application upon receipt to ensure that it appears to be correctly and completely filled out and has been signed and dated by the applicant. Management will record the Initials of the person receiving the application. Management will record all applications on the Waiting List. If an application is not complete, Management will notify the applicant in writing within ten calendar days of what information is needed to make the application complete. Once a completed application is received, Management will record the date and time of receipt of the completed application. This date is the official date of application that will be used to establish priority.

On receipt of the application, the Site Manager will also review the apartment size for which the applicant qualifies. It is the policy of Management in this regard to follow the occupancy policy included in the current Management Plan.

Upon receipt of the completed application every effort will be made to promptly review the application for program eligibility. Persons who are apparently not program eligible will be given an opportunity to appeal this decision should they dispute it. Provision for this appeal process will be clearly spelled out in the notice letter. Completed applications will be placed in chronological order on the appropriate written waiting list. Within 10 calendar days of receipt of an application, Management will notify the applicant in writing that they have been selected for immediate occupancy, placed on a waiting list, rejected, or if the application is incomplete.

Applicants determined eligible will be selected on a first-come, first-served basis according to the chronological order of each categorized waiting list in the following priority:

1. Very low-income
2. Low Income
3. Moderate Income
4. Ineligible

## WAITING LIST MAINTENANCE

Waiting lists will be updated periodically, but no less than annually. Written notice will be sent to all persons on the lists advising them that, if they wish to remain on the waiting list, they must respond in writing within 10 calendar days of receipt of the notice. Those not responding will be considered as having withdrawn from the waiting list and will be removed from the list in accordance with USDA 7 CFR 3560.160 Tenant Grievance Procedure; their applications will be stored for three years. Persons who refuse an offer of an appropriate sized unit will be removed from the waiting list. Exception to this removal will be considered where the refusal is for serious immediate reasons, such as warranted by a medical reason/condition of the applicant or member of the applicant's household or unexpected financial hardship. If applicant refuses a second offer of an appropriate sized unit, Management will consider this application as withdrawn and remove the applicant from the waiting list. Waiting lists will be annotated to reflect offers of units and other such contacts with applicants.

## VIOLENCE AGAINST WOMEN ACT (VAWA) FOR TENANTS UNDER THE SECTION 8 PROGRAM

On January 5, 2006, President Bush signed into law the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Public Law 109-162) and on August 12, 2006, signed into law technical corrections to the VAWA (Public Law 109-271). The VAWA protections apply to families applying for or receiving rental assistance payments under the project-based Section 8 program. The law protects victims of domestic violence, dating violence or stalking, as well as their immediate family members generally, from being evicted or being denied housing assistance if an incident of violence that is reported and confirmed. The VAWA also provides that an incident of actual or threatened domestic violence, dating violence or stalking does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy, or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking is not grounds for terminating the victim's tenancy. Management may bifurcate a lease in order to evict, remove, or terminate the assistance of the offender while allowing the victim, who is a tenant or lawful occupant, to remain in the unit.



TM Associates Management, Inc.

0214



When the Management Agent responds to a claim of protected status under the VAWA the Management Agent will request, in writing if appropriate, that an individual complete, sign, and submit within 14 business days of the request, the HUD-approved certification form (HUD-91066). If the resident has sought assistance in addressing domestic violence, dating violence or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit written proof of this outreach in lieu of HUD Form 91066.

In addition to submitting HUD 91066, the victim must submit two of the following:

- A federal, state, tribal, territorial, or local police record or court record or
- Documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) From whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

The Management Agent will be mindful that the delivery of the certification form to the resident via mail may place the victim at risk, e.g., the abuser may monitor the mail. Therefore, in order to mitigate risks, the Management Agent will work with the resident in making acceptable delivery arrangements, such as inviting them into the office to pick up the certification form or making other discreet arrangements. The Management Agent will carefully evaluate abuse claims as to avoid conducting an eviction based on false or unsubstantiated accusations. The identity of the victim and all information provided to Management Agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- a. Requested or consented to by the victim in writing;
- b. Required for use in an eviction proceeding or termination of assistance; or
- c. Otherwise required by applicable law.

The HUD Form 91066 provides notice to the resident of the confidentiality of the form and the limits thereof. The Management Agent will retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from other resident files.

#### TRANSFER OF EXISTING RESIDENTS

When a rental unit becomes available for occupancy and an eligible resident in the community, is either over housed or under housed as provided for in 7 CFR 3560 paragraph (e) of section .155, Management will use the available unit for the over housed or under housed resident, if suitable, prior to selecting an eligible applicant from the waiting list. At properties operating under LIHTC Section 42, residents who wish to transfer to a different building must meet the initial qualifying income requirements and will be treated as if they were initially qualifying. Transfers within the same building are permitted and do not have to meet these initial qualifying incomes. Transfer requests from existing residents with disabilities will be treated as a reasonable accommodation as outlined in the Section 504 Compliance portion of this plan.



**SURVIVING AND REMAINING HOUSEHOLD MEMBERS.**

1. Members of a household may continue to reside in the community after the departure or death of a resident or co-resident, provided that:
  - a. They are eligible with respect to adjusted income;
  - b. They occupied a rental unit in the community at the time of the departure or death of the resident or co-resident;
  - c. They execute a tenant certification form establishing their own tenancy; and
  - d. They have the legal ability to sign a lease for the rental unit, except where a legal guardian may sign when the tenant or member is otherwise eligible.
2. Surviving or remaining members of the household may remain in the community, taking into consideration the conditions of paragraph one of this section, but they must move to a suitably sized rental unit within 30 days of its availability.
3. After the death of a tenant or co-tenant in elderly housing, the surviving members of the household, regardless of age but taking into consideration the conditions of paragraph one in this section, may remain in the rental unit in which they were residing at the time of the tenant's or co-tenant's death, even if the household is over housed according to the housing project's occupancy rules as follows:
  - a. Continued occupancy of the rental unit will not be allowed when in either situation of paragraph one of this section, the rental unit has accessibility features for individuals with disabilities, the household no longer has a need for such accessibility features, and the housing project has a tenant application from an individual with a need for the accessibility features;
  - b. If the housing project does not have a tenant application from an individual with a need for the accessibility features, the household may remain in the rental unit with such features until the housing project receives an application from an individual with a need for accessibility features. The household in the unit with accessibility features will be required to move within 30 days of the housing project's receipt of a tenant application requiring accessibility features if another suitably sized unit without accessibility features is available in the project. If a suitably sized unit is not available in the project within 30 days, the tenant may remain in the unit with accessibility features until the first available unit in the project becomes available and then must move within 30 days.

**SECTION 504 COMPLIANCE**

In compliance with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act Amendments of 1988 and Title VI of the Civil Rights Act of 1964 and other relevant civil rights statutes, we have established the following policy.

When an applicant/current resident requests an accessible unit or a unit preference or other reasonable accommodation, the owner may conduct inquiries to:

- a. Verify the applicant is qualified for the unit, which is only available to persons with a disability or to persons with a particular type of disability.
- b. Verify that the applicant needs the features of the unit as an accommodation to his or her disability.
- c. Verify that the applicant is qualified to receive a priority on the waiting list available to persons with a disability or to persons with a particular type of disability. If the owner gives a priority to a class of persons, and an applicant indicates that he or she is qualified for the priority placement on the waiting list, the owner may screen to verify that the applicant qualifies for the priority placement.





**FAIR HOUSING AND EQUAL OPPORTUNITY**

This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

HUD, USDA-Rural Development and/or IRS (tax credit eligibility) program requirements may require certain resident selection criteria based on program eligibility. Properties participating in the LIHTC program have special requirements:

1. Applicants who exceed published income limits are not eligible.
2. Households consisting solely of only full-time students may not be eligible unless they meet one of the exceptions defined in Section 42 of the IRS code.

**MISREPRESENTATION**

Willful or serious misrepresentation in the application procedure for this community will be a basis for rejection.

**OCCUPANCY**

Occupancy Policy is attached.



**Criminal Activity Verification**

Type of Criminal Activity	Crime-free Timeframe before Approval
Offenses Against Property Offenses Against Animals Offense Involving Fraud Offenses Involving Computers Offenses Against Government Offenses Against Public Peace Offenses Involving Gambling Offenses Involving Firearms Offenses Involving Organized Crime Offenses Involving Illegal Drugs Other Victimless Offenses	Misdemeanor Conviction – 3 Years Felony Conviction – 7 Years  Misdemeanor Charge – Eligible Felony Charge – Eligible
Offenses Against Persons including but not limited to: Homicide, Manslaughter, Kidnapping, Hostage, Robbery, Attempted Murder, Assault, Attempted Assault, False Imprisonment, Battery & Vehicular Manslaughter	Misdemeanor Conviction – 5 Years Felony Convictions – 15 Years  Misdemeanor Charge – 2 Years Felony Charge – 3 Years
Offenses Involving Family Relations including but not limited to: Abandonment, Neglect of Children, Spousal Abuse, Domestic Violence, Child Abuse, Bigamy, Incest, Trafficking in Children	Misdemeanor Conviction – 3 Years Felony Conviction – 7 Years  Misdemeanor Charge – 2 Years Felony Charge – 3 Years
Sex Offender	Felony Conviction – NEVER ELIGIBLE Misdemeanor Conviction – NEVER ELIGIBLE Misdemeanor Charge – 2 Years Felony Charge – 3 Years
Drug Use	After successful completion of drug rehab program, immediately eligible.



### OCCUPANCY POLICY

In determining occupancy standards, the intent of community policy is to neither overcrowd nor under utilize space. Different properties may have different occupancy standards depending on bedroom sizes, unit square footage and any local restrictions. Occupancy is based on number of persons in the household, and is based on counting all full-time members of a household, dependent minors who are away at school but live with the applicant at recesses, unborn children or children in the process of being adopted or secured by custody action, foster children, foster adults, children who are temporarily in a foster home who will return to the family, children in joint custody arrangements and live-in attendants. Children who live in a household 50% of the year or more are also counted towards the total household number; however, visitors, permanently confined/institutionalized household members and children on active military duty are not counted in this determination for occupancy eligibility.

Residents should not be over housed nor under housed. The number of occupants may not be less than the number of bedrooms, unless a temporary waiver has been issued by USDA Rural Development or does not exist on the property.

A disabled applicant who would need a larger unit due to accommodation requests would be given such consideration. For specifically designed units (i.e. barrier free) applicants needing those features would be given priority. Should no one apply who would benefit from special unit features, another applicant selected based on income level and occupancy policy could occupy this unit with a written lease agreement to transfer to a different unit when available and should an applicant now exist on the waiting list for the special unit.

The following occupancy ranges attempt to reflect ideal ranges of occupant density:

<u>UNIT SIZE</u>	<u>MINIMUM OCCUPANCY</u>	<u>MAXIMUM OCCUPANCY</u>
1 Bedroom	1	3
2 Bedroom	2	5
3 Bedroom	3	7
4 Bedroom	4	9

# Tab K:

Documentation of Development Location:

# **Tab K.1**

Revitalization Area Certification

**Board of Supervisors**

Susan B. Seward, Chairperson  
Wayne O. Jones, Vice Chairman  
C. Eric Fly, Sr.  
Alfred G. Futrell  
Debbie P. Jones  
Rufus E. Tyler, Sr.



Post Office Box 1397  
20135 Princeton Road  
Sussex, Virginia 23884

Richard Douglas  
County Administrator  
[rdouglas@sussexcountyva.gov](mailto:rdouglas@sussexcountyva.gov)

Telephone: (434) 246-1000  
Facsimile: (434) 246-6013  
[www.sussexcountyva.gov](http://www.sussexcountyva.gov)

March 8, 2022

Mr. John D. Bondurant  
Virginia Housing Development Authority  
601 South Belvedere Street  
Richmond, VA 23220

RE: Proposed Rehabilitation of Birch Island Apartments Phase I, Town of Wakefield, Sussex County, Virginia – Continuation of Revitalization Area Resolution

Dear Mr. Bondurant,

The purpose of this letter is to provide confirmation that the Revitalization Area Resolution passed by the Sussex County Board of Supervisors in favor of the Birch Island Apartments renovation project on February 25<sup>th</sup>, 2021, is still valid and does not include language that would prove otherwise. As such, Birch Island Apartments TM LLC may use the existing Revitalization Area Resolution for their 2022 9% LIHTC Reservation Application for the proposed rehabilitation of Birch Island Apartments.

Yours Truly,

Richard Douglas  
County Administrator

**RESOLUTION IN SUPPORT OF THE RENOVATION  
OF BIRCH ISLAND APARTMENTS**

**WHEREAS**, Birch Island Apartments, located at 10322 Penny Lane, Wakefield, Virginia (the “Apartments”) provides affordable housing to people of low to moderate income; and

**WHEREAS**, the Apartments were built in 1985, and have not been comprehensively renovated or rehabilitated since construction; and

**WHEREAS**, the Apartments are currently owned by Birch Island LP, and the contract owner is Birch Island Apartments PCDC LLC (collectively, the “Owner”); and

**WHEREAS**, there has been described to the Sussex County, Virginia Board of Supervisors (the “Board”) plans by the Owner to renovate and rehabilitate forty-eight of the units at the Apartments (the “Rehabilitation”); and

**WHEREAS**, Code of Virginia 36-55.30:2(A) provides that Sussex County may by resolution designate an area within the County as a revitalization area if the Board makes certain findings; and

**WHEREAS**, Code of Virginia 36-55.30:2(A) provides that such designation as a revitalization area empowers the Virginia Housing Development Authority to provide financing for the Renovation to the Owner;

**WHEREAS**, the Owner does not seek any financial contribution from Sussex County, Virginia (the “County”);

**NOW, THEREFORE, BE IT RESOLVED BY THE SUSSEX COUNTY BOARD OF SUPERVISORS:**

1. With respect to the area in which the Apartments are located (the “Area”), the Board determines that if not rehabilitated, it is likely to deteriorate by reason that the buildings and improvements in the Area are subject to dilapidation and obsolescence, and private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and support facilities that will meet the needs of low and moderate income persons and families in the Area and will induce other persons and families to live within such Area and thereby create a desirable mix of residents in such Area.

2. The Area is designated as a revitalization area for the sole purpose of empowering the Virginia Housing Development Authority to provide financing for the Rehabilitation in accordance with Code of Virginia 36-55.30:2(A).
  
3. The County Administrator or Deputy County Administrator, either of whom may act, are authorized to execute the Locality CEO Letter attached to this Resolution as Exhibit A, and to take all other actions reasonably necessary and consistent with this Resolution.

Resolved this 25th day of February, 2021.

**CERTIFICATE**

The undersigned Chairman and Clerk of the Board of Supervisors of Sussex County, Virginia hereby certify that the foregoing constitutes a true and correct copy of a Resolution in Support of the Renovation of Birch Island Apartments adopted by the Board of Supervisors at a meeting held on February 25, 2021. A record of the roll-call vote by the Board is as follows:

NAME	AYE	NAY	ABSTAIN	ABSENT
Susan B. Seward, Chairman	X			
Wayne O. Jones, Vice Chairman	X			
C. Eric Fly, Sr., Supervisor				X
Marian D. Johnson, Supervisor	X			
Debbie P. Jones, Supervisor	X			
Rufus E. Tyler, Supervisor	X			

Date: February 25, 2021

[SEAL]

ATTEST:

*Chilton R. Butts*

Clerk, Board of Supervisors,  
Sussex County, Virginia

*Susan B. Seward*

Chairman, Board of Supervisors,  
Sussex County, Virginia





# 2021 and 2022 Small DDAs and QCTs

10322 penny lane, wakefield, va

Go

Select a State

Select a County

Go

Map Options : Clear | Reset | Full Screen

QCT Legend:

Tract Outline



LIHTC Project



2022 Qualified Census Tracts

SADDA Legend:

FMR Boundary

ZCTA Boundary

2022 Small DDA

Part DDA

Non Metro DDA

Hide the overview

The 2022 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2022. The 2022 designations use data from the 2010 Decennial census. The designation methodology is explained in the federal Register notice published September 9, 2021

### Map Options

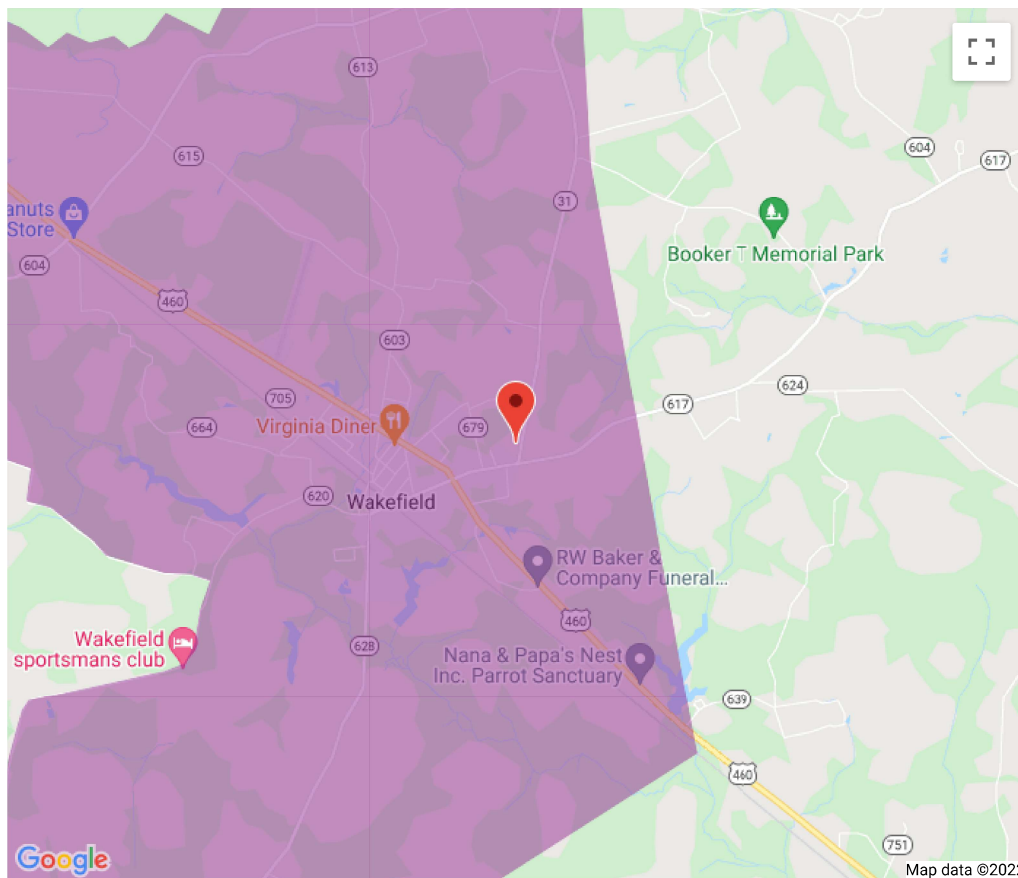
13 Current Zoom Level

- 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

- 2022
- 2021



◀ 1.8K

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- PD&R Mission
- Organization Chart
- PD&R Events
- HUD Secretary's Awards

### Reference

- Contact Us
- eBookstore
- HUDUser Archives
- Webstore

### Research

- Case Studies
- Datasets
- Periodicals
- Regulatory Barriers Clearinghouse
- Reports

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HUD USER

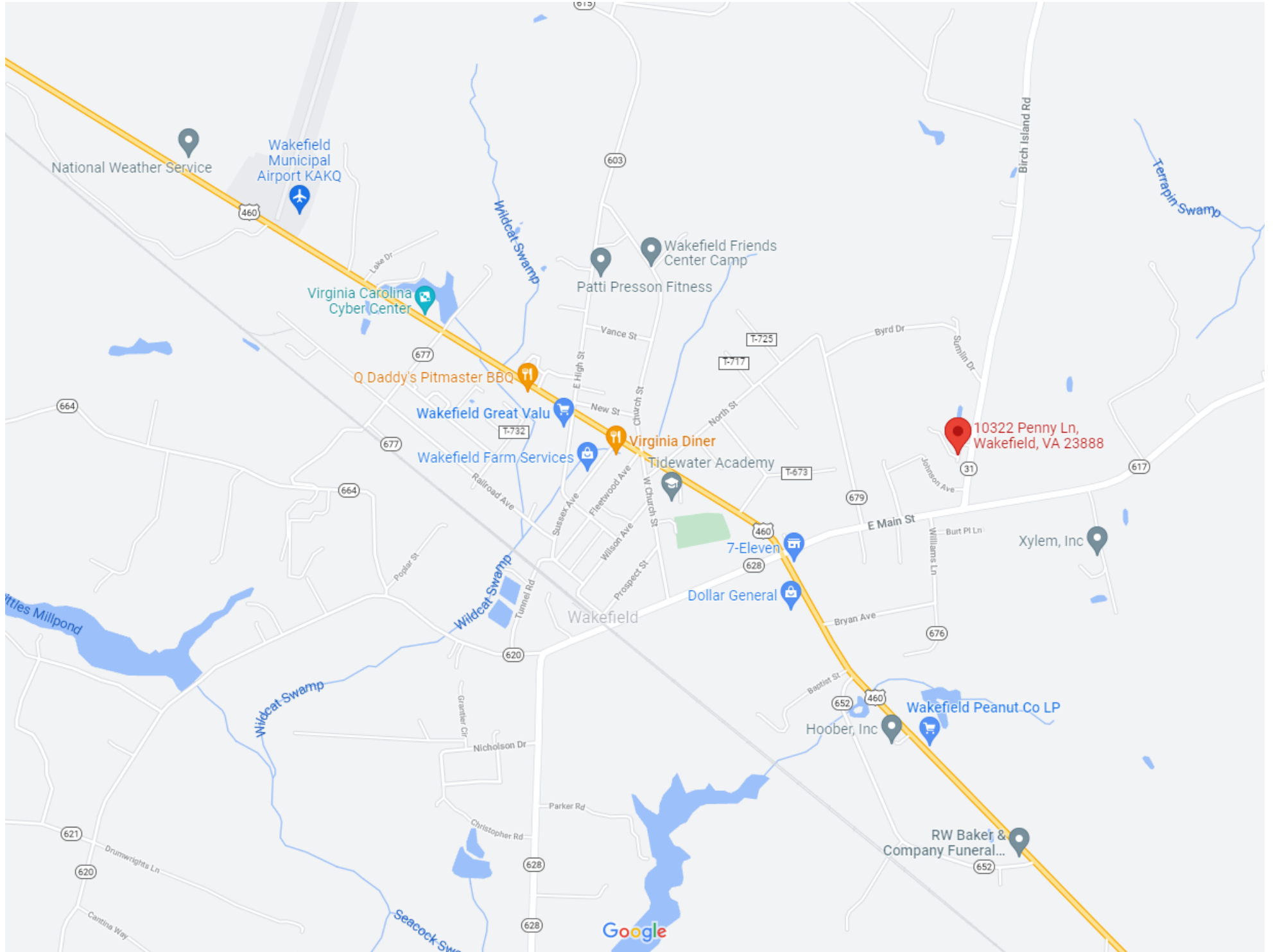
P.O. Box 23268, Washington, DC 20026-3268

**Toll Free:** 1-800-245-2691 **TDD:** 1-800-927-7589

**Local:** 1-202-708-3178 **Fax:** 1-202-708-9981

# Tab K.2

Location Map



# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation

N/A

# Tab L:

PHA / Section 8 Notification Letter

# PHA or Section 8 Notification Letter

**DATE:**

**TO:**

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

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:

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

Proposed Improvements:

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

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____ / month
<input type="checkbox"/> 1 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 2 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 3 Bedroom Units:	\$ _____ / month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____ / month

Other Descriptive Information:

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



# PHA or Section 8 Notification Letter

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We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (240)428-7799.

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

Sincerely yours,



\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

Seen and Acknowledged By:     *B. M. Crew*    

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

# **Tab M:**

Locality CEO Response Letter

**Board of Supervisors**

Susan B. Seward, Chairperson  
Wayne O. Jones, Vice Chairman  
C. Eric Fly, Sr.  
Alfred G. Futrell  
Debbie P. Jones  
Rufus E. Tyler, Sr.



Post Office Box 1397  
20135 Princeton Road  
Sussex, Virginia 23884

Richard Douglas  
County Administrator  
[rdouglas@sussexcountyva.gov](mailto:rdouglas@sussexcountyva.gov)

Telephone: (434) 246-1000  
Facsimile: (434) 246-6013  
[www.sussexcountyva.gov](http://www.sussexcountyva.gov)

March 8, 2022

Mr. John D. Bondurant  
Virginia Housing Development Authority  
601 South Belvedere Street  
Richmond, VA 23220

Virginia Housing Tracking Number: 2022-C-24  
Development Name: Birch Island Apartments  
Name of Owner/Applicant: Birch Island Apartments TM LLC

Dear Mr. Bondurant,

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Sussex County. Accordingly, Sussex County supports the allocation of federal housing tax credits requested by Birch Island Apartments TM LLC for this development.

Yours Truly,

Richard Douglas  
County Administrator

# **Tab N:**

Homeownership Plan

N/A

# Tab O:

Plan of Development Certification Letter

N/A

# Tab P:

Developer Experience documentation and Partnership agreements



## VHDA Experienced LIHTC Developers

Notes:

Updated: 2/09/2022

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.	29 Fitch, Hollis M.	60 Melton, Melvin B.
2 Arista, Roberto	30 Fore, Richard L.	61 Midura, Ronald J.
3 Asarch, Chad	31 Franklin, Wendell C.	62 Mirmelstein, George
4 Ayd, Tom	32 Franklin, Taylor	63 Nelson, IV, John M.
5 Barnhart, Richard K.	33 Friedman, Mitchell M.	64 Orth, Kevin
6 Baron, Richard	34 Gardner, Mark E.	65 Page, David
7 Bennett, Vincent R.	35 Goldberg, Jeffrey	66 Parent, Brian
8 Burns, Laura P.	36 Gunderman, Timothy L.	67 Park, Richard A.
9 Chapman, Tim	37 Haskins, Robert G.	68 Park, William N.
10 Cohen, Howard Earl	38 Hardee, Carl	69 Pasquesi, R.J.
11 Connelly, T. Kevin	39 Heatwole, F. Andrew	70 Pedigo, Gerald K.
12 Connors, Cathy	40 Honeycutt, Thomas W.	71 Poulin, Brian M.
13 Copeland, M. Scott	41 Hunt, Michael C.	72 Queener, Brad
14 Copeland, Robert O.	42 Iglesias, Adrian	73 Rappin, Steve
15 Copeland, Todd A.	43 Jaeger, Jeffrey	74 Ripley, F. Scott
16 Cordingley, Bruce A.	44 Jester, M. David	75 Ripley, Ronald C.
17 Counselman, Richard	45 Johnston, Thomas M.	76 Ross, Stephen M.
18 Crosland, Jr., John	46 Jones Kirkland, Janice	77 Salazar, Tony
19 Curtis, Lawrence H.	47 Kirkland, Milton L.	78 Sari, Lisa A.
20 Daigle, Marc	48 Kittle, Jeffery L.	79 Sciocitino, Richard
21 Dambly, Mark H.	49 Koogler, David M.	80 Sinito, Frank T.
22 Deutch, David O.	50 Koogler, David Mark	81 Stockmaster, Adam J.
23 Dischinger, Chris	51 Lancaster, Dale	82 Stoffregen, Phillip J.
24 Douglas, David D.	52 Lawson, Phillip O.	83 Surber, Jen
25 Edmondson, Jim	53 Lawson, Steve	84 Valey, Ernst
26 Edson, Rick	54 Leon, Miles B.	85 Uram, David
27 Ellis, Gary D.	55 Lewis, David R.	86 Wilson, Stephen
28 Fekas, William L.	56 Levitt, Michael	87 Woda, Jeffrey J.
	57 Margolis, Robert B.	88 Wohl, Michael D.
	58 McCormack, Kevin	89 Wolfson, III, Louis
	59 McNamara, Michael L.	

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

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

# **Tab Q:**

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

**RENTAL ASSISTANCE AGREEMENT**

CASE NO.	55-014-761948488
PROJECT NO.	017

This Agreement effective on the 1st day of MARCH, 2020 between

Birch Island Limited Partnership

("borrower") and its successors and the United States of America acting through the Rural Housing Service ("the Government") pursuant to section 521 (a)(2)(A) of Title V of the Housing Act of 1949.

In consideration of the mutual covenants set forth, the Parties agree as follows:

**Section 1** The Government agrees to provide rental assistance in accordance with its governing rules and regulations for the number of units of housing provided according to the attached Form RD 3560-51 (Part III), "Multiple Housing Obligation-Fund Analysis," or RD 3560-55, "Multiple Family Housing Transfer of Rental Assistance," for the project located

at 10322 Penny Lane, Wakefield, VA 23888

and known as Birch Island Apartments consisting of 48 units. The Government will pay the difference between the Government approved shelter cost for the project and the monthly tenant contribution as calculated and certified for each tenant household on Form RD 3560-8, "Tenant Certification." Additional attachments of Form 3560-51 (Part III) or Form RD 3560-55 may be made to, and shall become a part of, this Agreement when properly identified by case number, project number, dated, and duly executed by both parties.

**Section 2** The borrower agrees to abide by the present and future regulations of the Government in the administration of this program.

**Section 3** Borrower agrees to use due diligence in the verification and certification of tenants' incomes.

**Section 4** In the event that any tenant suffers a hardship because rental assistance may not be available in the project because of the limitations on the number of units from the Government, the borrower may request additional units. If the Government provides additional units, then copies of the obligation screens will be attached by the Government to, and become a part of, this Agreement.

**Section 5** Borrower agrees to comply with Government priorities for selecting tenants that receive rental assistance.

**Section 6 Provisions Applicable if the Borrower is a Cooperative -**

When the Borrower is a Cooperative:

(a) The term "tenant or occupant" will include a member of a cooperative. The term "household contribution" or "rent" will include the charges under the occupancy agreement between the member and the cooperative.

(b) A member of a cooperative approved for rental assistance shall agree upon a sale of their membership, any equity attributable to supplemental rent payments will be paid to the Government through the cooperative.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

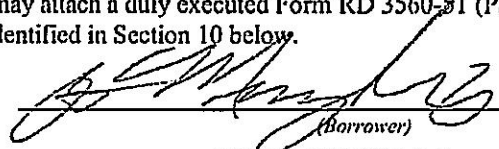
**Section 7 Renegotiation, Modification, Transfer, Termination -**

- (a) The provisions of the Agreement may be modified, amended, or terminated, upon written agreement of the parties.
- (b) If the borrower defaults under any provision of the loan agreement, resolution, note, interest credit agreement, security instrument, or other supplementary or related agreements, or violates any program regulations, then the Government may suspend or terminate this Agreement on any specified date following the default.
- (c) If the Government determines that rental assistance units are not being used after initial rent-up or are not needed because of a lack of eligible tenants in the area, then they may be transferred to another project.

**Section 8 Term of Agreement and Condition for Termination -**

- (a) This Agreement and its attachments, and any additional rental assistance will expire automatically upon total disbursement or credit of rental assistance to the borrower's account, unless earlier suspended, transferred or terminated according to section 7 of this Agreement.
- (b) The attachments, Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement are not renewable. If additional rental assistance is needed, the borrower may submit a "Request for Rental Assistance" on Form RD 3560-7 (Budget) at anytime. If additional or replacement units are provided, a copy of the AMAS Screen M1BI will be attached to and become a part this Agreement.

**Section 9 Special Conditions -** The borrower agrees that RD may attach a duly executed Form RD 3560-51 (Part III) or RD 3560-55, to this Agreement and that it becomes a part hereof, and may be identified in Section 10 below.

  
 \_\_\_\_\_  
 (Borrower)  
 BIRCH ISLAND LP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

RURAL HOUSING SERVICE

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

Area Specialist \_\_\_\_\_

Date: 3/17/20 \_\_\_\_\_

**Section 10 Record of Attachments For RD 3560-51 (Part III) or RD 3560-55**

AGREEMENT	#	<u>140200</u>	#	UNITS	<u>32</u>	<u>\$ 132,480.00</u>
AGREEMENT	#	<u>150100</u>	#	UNITS	<u>32</u>	<u>\$ 145,536.00</u>
AGREEMENT	#	<u>160100</u>	#	UNITS	<u>32</u>	<u>\$ 173,221.00</u>
AGREEMENT	#	<u>170100</u>	#	UNITS	<u>32</u>	<u>\$ 172,239.00</u>
AGREEMENT	#	<u>180100</u>	#	UNITS	<u>32</u>	<u>\$ 199,730.00</u>
AGREEMENT	#	<u>190100</u>	#	UNITS	<u>32</u>	<u>\$ 205,412.00</u>
AGREEMENT	#	<u>200100</u>	#	UNITS	<u>32</u>	<u>\$ 230,995.00</u>
AGREEMENT	#	<u>210100</u>	#	UNITS	<u>32</u>	<u>\$ 231,744.00</u>
AGREEMENT	#	<u>210200 Emer RA 7/1/21</u>	#	UNITS	<u>2</u>	<u>\$ 6,800.00</u>
AGREEMENT	#	<u>210300</u>	#	UNITS	<u>1</u>	<u>\$ 3,400.00</u>

**MULTI FAMILY HOUSING  
OBLIGATION - FUND ANALYSIS  
PART III**

OBLIGATION/DEOBLIGATION OF RENTAL ASSISTANCE			
44. CASE NUMBER <b>55-014-761948488</b>		45. BORROWER NAME <b>BIRCH ISLAND LP</b>	
46. PROJECT NUMBER <b>017</b>	47. RA AGREEMENT NUMBER <b>210300</b>	48. TYPE OF UNITS <b>O</b>	49. TYPE OF ACTION <b>1</b>
COMPLETE FOR OBLIGATION OF RA			
50. NUMBER OF UNITS RECEIVE RENTAL ASSISTANCE <b>1</b>		51. AMOUNT OF RA OBLIGATION <b>\$3,400.00</b>	
COMPLETE FOR DEOBLIGATION OF RA			
52. NUMBER OF UNITS DEOBLIGATED		53. AMOUNT OF RA DEOBLIGATION	

54. REMARKS

**American Rescue Plan Adds 1 RA Units to the Project allocated to: Unit: 914 Name: CROCKER, ANDREW**

55. I HAVE REVIEWED THE BORROWER'S REQUEST FOR RENTAL ASSISTANCE FOR THE PROJECT AND REQUEST OBLIGATION OR DEOBLIGATION OF RENTAL ASSISTANCE FOR THE ABOVE.

DATE OF APPROVAL 02,SEP , 20 21

DATE OF OBLIGATION 09/02/2021 , 20     

*Donna L. O'Brien*

SIGNATURE OF APPROVAL OFFICIAL



---

*American Rescue Plan Emergency Rental Assistance*

**September 2, 2021**

**Birch Island LP  
TM Associates Management Inc.  
1375 Picard Drive, Suite 150  
Rockville, MD 20850**

**Re: Birch Island Apartments**  
Assignment of Emergency Rental Assistance from the American Rescue Plan

The American Rescue Plan of 2021 provides **Emergency Rental Assistance** (RA) for unassisted Rural Development tenants. Tenants with no other subsidy that are paying over 30% of their income toward rent have been given priority in receiving this RA.

The attached RD Form 3560-51 "Multifamily Housing Obligation – Fund Analysis, Part III" lists the units that received RA effective September 1, 2021. This form should be attached to your existing copy of RD Form 3560-27 "Rental Assistance Agreement" to reflect the additional units of RA.

**The assignment of RA will be effective September 1, 2021. (See #3 below for additional action.)**

**For properties that do not have an existing RD Form 3560-27 "Rental Assistance Agreement", please sign and return the attached RD Form 3560-27 to: Sharon Panunti, 21 Hollow Crest Road, Tunkhannock, PA 18657.**

**Management Agents must take the following actions:**

- 1. If applicable, update your 3<sup>rd</sup>-party software to assign RA to these tenants. You do NOT need to transmit to MINC as our system has automatically assigned the RA to the selected tenants.**
- 2. Print an updated tenant certification from your software or make "pen and ink" updates to the existing tenant certification in the file. Make sure to include a comment of "ARP RA" on the updated tenant certification.**
- 3. Management Agents must inform tenants of the newly assigned Rental Assistance and inform tenants of their new Net Tenant Contribution (NTC) effective September 1, 2021. The new amount should match the updated project worksheet. (The project worksheet will reflect updated "Tenant Subsidy Code" of "1" for the tenants listed.)**

If you have any questions, please feel free to contact Sharon Panunti at [sharon.panunti@usda.gov](mailto:sharon.panunti@usda.gov).

Sincerely,

*Sharon*

*Sharon Panunti*  
*Loan Specialist*

Attachments:  RD Form 3560-51  
 RD Form 3560-27 & ACH Enrollment Form

# **Tab R:**

Documentation of Operating Budget and Utility Allowances



BIRCH ISLAND LIMITED PARTNERSHIP  
DBA Birch Island Apartments  
RD Project No.: 55-014-761948488

Financial Statements  
(with Supplemental Information)  
and Independent Auditor's Report

December 31, 2020 and 2019

**TIDWELL**  
 **group**

# Birch Island Limited Partnership

## Table of Contents

	<b>PAGE</b>
Independent Auditor's Report	3
Financial Statements	
Balance Sheets	5
Statements of Operations	7
Statements of Partners' Equity (Deficit)	8
Statements of Cash Flows	9
Notes to the Financial Statements	10
Supplemental Information	18
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	29
Independent Auditor's Report on Compliance for Each Major RD Program and on Internal Control over Compliance Required by the Audit Guide for Audits of RD Programs	31
Schedule of Findings, Questioned Costs and Recommendations	33



## INDEPENDENT AUDITOR'S REPORT

To the Partners of  
Birch Island Limited Partnership

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Birch Island Limited Partnership (the Partnership), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations, changes in partners' equity (deficit) and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Partnership as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental information is presented for purposes of additional analysis as required by the United States Department of Agriculture Rural Development (RD), and is not a required part of the financial statements.

The accompanying supplemental information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplemental information is fairly stated, in all material respects, in relation to the financial statements as a whole.

## **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 15, 2021, on our consideration of the Partnership's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Partnership's internal control over financial reporting and compliance.

*Tidwell Group, LLC*

Columbus, Ohio  
March 15, 2021

Birch Island Limited Partnership  
Balance Sheets  
December 31, 2020 and 2019

**Assets**

	<b>2020</b>	<b>2019</b>
<b>Current Assets</b>		
Cash	\$ 8,803	\$ 31,237
Accounts receivable - tenants	10,235	2,333
Prepaid expenses	2,128	2,058
<b>Total Current Assets</b>	<b>21,166</b>	<b>35,628</b>
<b>Restricted Deposits and Funded Reserves</b>		
Tenant security deposits	28,230	28,547
Replacement reserve	152,494	137,094
Real estate tax and insurance escrow	20,854	9,296
<b>Total Restricted Deposits and Funded Reserves</b>	<b>201,578</b>	<b>174,937</b>
<b>Rental Property</b>		
Buildings and improvements	2,091,074	2,091,074
Furniture and equipment	366,444	366,444
	2,457,518	2,457,518
Less: accumulated depreciation	(1,949,791)	(1,878,194)
	507,727	579,324
Land	105,600	105,600
<b>Total Rental Property</b>	<b>613,327</b>	<b>684,924</b>
<b>Total Assets</b>	<b>\$ 836,071</b>	<b>\$ 895,489</b>

See Notes to the Financial Statements.

Birch Island Limited Partnership  
Balance Sheets - continued  
December 31, 2020 and 2019

**Liabilities and Partners' Equity (Deficit)**

	<b>2020</b>	<b>2019</b>
<b>Current Liabilities</b>		
Accounts payable	\$ 23,072	\$ 13,658
Current maturities of long-term debt	14,968	13,943
	<b>38,040</b>	<b>27,601</b>
<b>Deposit and Prepaid Liabilities</b>		
Tenant security deposits	24,988	25,367
Prepaid rent	251	395
	<b>25,239</b>	<b>25,762</b>
<b>Long-Term Liabilities</b>		
Mortgages payable - net	1,488,497	1,504,777
Due to partners	16,588	21,588
	<b>1,505,085</b>	<b>1,526,365</b>
<b>Total Liabilities</b>	<b>1,568,364</b>	<b>1,579,728</b>
<b>Partners' Equity (Deficit)</b>	<b>(732,293)</b>	<b>(684,239)</b>
<b>Total Liabilities and Partners' Equity (Deficit)</b>	<b>\$ 836,071</b>	<b>\$ 895,489</b>

See Notes to the Financial Statements.

Birch Island Limited Partnership  
Statements of Operations  
Years ended December 31, 2020 and 2019

	<b>2020</b>	<b>2019</b>
<b>Revenue</b>		
Rental income	\$ 164,269	\$ 169,460
Overage	(334)	(1,643)
Tenant utility allowance	(4,459)	(4,782)
Tenant assistance payments	197,860	190,243
Potential rental income	357,336	353,278
Vacancies and concessions	(12,556)	(14,768)
Application fees	239	198
Laundry and vending	681	2,104
Tenant charges	3,922	2,028
 <b>Total Revenue</b>	 349,622	 342,840
 <b>Operating Expenses</b>		
Operating and maintenance	87,657	73,047
Utilities	43,696	48,393
Administrative	121,256	116,495
Taxes and insurance	23,299	21,644
 <b>Total Operating Expenses</b>	 275,908	 259,579
 <b>Net Operating Income</b>	 73,714	 83,261
 <b>Non-Operating Income (Expenses)</b>		
Interest income	223	195
Interest expense	(27,476)	(28,519)
Miscellaneous financial expense	(1,229)	-
Major repairs and replacement	(21,689)	(20,234)
Depreciation	(71,597)	(71,598)
 <b>Total Non-Operating Income (Expenses)</b>	 (121,768)	 (120,156)
 <b>Net Loss</b>	 \$ (48,054)	 \$ (36,895)

See Notes to the Financial Statements.

Birch Island Limited Partnership  
 Statements of Partners' Equity (Deficit)  
 Years ended December 31, 2020 and 2019

	<u>General Partner</u>	<u>Limited Partner</u>	<u>Total Partners' Equity (Deficit)</u>
<b>Balance, January 1, 2019</b>	\$ (1,240)	\$ (646,104)	\$ (647,344)
Net loss	(37)	(36,858)	(36,895)
<b>Balance, December 31, 2019</b>	(1,277)	(682,962)	(684,239)
Net loss	(48)	(48,006)	(48,054)
<b>Balance, December 31, 2020</b>	\$ (1,325)	\$ (730,968)	\$ (732,293)
Partners' percentage of Partnership losses	0.1%	99.9%	100.0%

See Notes to the Financial Statements.



Birch Island Limited Partnership  
Statements of Cash Flows  
Years ended December 31, 2020 and 2019

	<b>2020</b>	<b>2019</b>
<b>Cash Flows from Operating Activities</b>		
Net loss	\$ (48,054)	\$ (36,895)
<b>Adjustments to Reconcile Net Loss to Net Cash Provided by Operating Activities</b>		
Depreciation	71,597	71,598
Changes in:		
Accounts receivable - tenants	(7,902)	(786)
Prepaid expenses	(70)	(76)
Accounts payable	9,414	4,117
Tenant security deposits	(379)	(352)
Prepaid rent	(144)	278
<b>Net Cash Provided by Operating Activities</b>	<b>24,462</b>	<b>37,884</b>
<b>Cash Flows from Financing Activities</b>		
Principal payments on mortgages payable	(15,255)	(14,212)
Payments on due to partners	(5,000)	(5,000)
<b>Net Cash Used in Financing Activities</b>	<b>(20,255)</b>	<b>(19,212)</b>
<b>Net Increase in Cash and Restricted Cash</b>	4,207	18,672
<b>Cash and Restricted Cash - Beginning of Year</b>	206,174	187,502
<b>Cash and Restricted Cash - End of Year</b>	<b>\$ 210,381</b>	<b>\$ 206,174</b>
<b>Supplemental Disclosure of Cash Flow Information</b>		
Cash paid for interest	\$ 27,476	\$ 28,519

See Notes to the Financial Statements.

Birch Island Limited Partnership  
Notes to the Financial Statements  
Years ended December 31, 2020 and 2019

**1. Organization and Nature of Operations**

Birch Island Limited Partnership (the Partnership) was formed in February 1997 for the purpose of constructing, maintaining and operating a 48-unit apartment community (Birch Island Apartments) located in Wakefield, Virginia. The community is financed by a U.S.D.A. Rural Development (RD) Section 515 Loan, and therefore is regulated by RD as to rent charges and operating methods.

The management of the Partnership and the ongoing management of Birch Island Apartments are vested in the Partners. The Partnership has hired TM Associates Management, Inc. to provide day-to-day management for the project. Compensation for such services is determined under the Partnership and Management Agreements.

The Partners' interests as of December 31, 2020 and 2019 are as follows:

Birch Island, LLC (General Partner)	0.1%
Margolis Family Investments, LLC (Limited Partner)	99.9%
	100.0%
	100.0%

**2. Significant Accounting Policies**

Basis of Accounting

The Partnership prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America (GAAP).

Cash, Cash Equivalents and Restricted Cash

The Partnership defines cash and cash equivalents as all non-restricted cash in checking, savings, and certificate of deposit accounts, as well as all highly liquid investments with an original maturity date of ninety days or less. There were no cash equivalents as of December 31, 2020 or 2019.

Cash and restricted cash as of December 31, 2020 and 2019 consisted of the following:

	<b>2020</b>	<b>2019</b>
Cash	\$ 8,803	\$ 31,237
Restricted deposits and funded reserves	201,578	174,937
Total cash and restricted cash shown on the Statements of Cash Flows	\$ 210,381	\$ 206,174

Birch Island Limited Partnership  
Notes to the Financial Statements - continued  
Years ended December 31, 2020 and 2019

Tenant Security Deposit Cash

Tenant security deposit cash in excess of tenant security deposit liability is unrestricted and available for use in operations.

Accounts Receivable and Bad Debts

Tenant rent charges for the current month are due on the first of the month. Tenants who are evicted or move out are charged with any damages or cleaning fees, if applicable. Tenant receivable consists of amounts due for rental income, security deposit or the charges for damages and cleaning fees. The Partnership does not accrue interest on the tenant receivable balances.

Tenant receivables are charged to bad debt expense when they are determined to be uncollectible based upon a periodic review of the accounts by management. GAAP requires that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method. There were no bad debts expensed for the years ended December 31, 2020 and 2019.

Rental Property

Rental property is recorded at cost. Improvements are capitalized, while expenditures for maintenance and repairs are charged to expense as incurred. Upon disposal of depreciable property, the appropriate property accounts are reduced by the related costs and accumulated depreciation. The resulting gains and losses are reflected in the Statements of Operations. The rental property is depreciated over estimated service lives as follows:

Buildings and improvements	27.5 years	MACRS
Land improvements	15 years	MACRS
Furniture and equipment	5 years	MACRS

Impairment of Long-Lived Assets

The Partnership reviews its rental property for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. When recovery is reviewed, if the undiscounted cash flows estimated to be generated by the property are less than its carrying amount, management compares the carrying amount of the property to its fair value in order to determine whether an impairment loss has occurred. The amount of the impairment loss is equal to the excess of the asset's carrying value over its estimated fair value. No impairment losses have been recognized during the years ended December 31, 2020 or 2019.

Rental Income

Rental income is recognized as rents become due. Rental payments received in advance are deferred until earned. All leases between the Partnership and the tenants are typically one year or less.

Birch Island Limited Partnership  
Notes to the Financial Statements - continued  
Years ended December 31, 2020 and 2019

Advertising Costs

The Partnership's policy is to expense advertising costs when incurred.

Income Taxes

The Partnership has elected to be treated as a pass-through entity for income tax purposes and, as such, is not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by its owners on their respective income tax returns. The Partnership's federal tax status as a pass-through entity is based on its legal status as a partnership. Accordingly, the Partnership is not required to take any tax positions in order to qualify as a pass-through entity. The Partnership is required to file and does file tax returns with the Internal Revenue Service and other taxing authorities. Accordingly, these financial statements do not reflect a provision for income taxes and the Partnership has no other tax positions that must be considered for disclosure. Generally, income tax returns filed by the Partnership are subject to examination by the Internal Revenue Service for a period of three years. While no income tax returns are currently being examined by the Internal Revenue Service, tax years since 2017 remain open.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Return to Owner

In accordance with the Loan Agreement, the maximum annual cash return to owner allowable by RD for the Partnership is \$26,554 or 8% of the required equity investment of \$331,925, which is allocated to the partners as formulated in the Partnership Agreement.

Reclassifications

Reclassifications have been made to the prior year balances to conform to the current year presentation. The reclassifications had no impact on partners' equity (deficit) or net income (loss).

**3. Restricted Deposits and Funded Reserves**

Restricted cash consists of the tenant security deposits, tax and insurance escrow and replacement reserve. The restricted cash has been established in amounts considered by the partners to be adequate and in accordance with the Partnership Agreement and loan documents. Use of the accounts is restricted as defined in the Partnership Agreement and by the lender, and therefore, has been excluded from cash in the accompanying Balance Sheets.

Birch Island Limited Partnership  
Notes to the Financial Statements - continued  
Years ended December 31, 2020 and 2019

**4. Mortgages Payable**

The Partnership entered into an RD mortgage note payable in monthly installments totaling \$7,729 through maturity in 2029. The Partnership also entered into an interest credit agreement with RD which provides for monthly interest subsidies totaling \$5,089, which reduces the interest rate on the mortgage from the note interest rate of 7.25% to an effective rate of 1%.

The Partnership also entered into another RD mortgage note payable in monthly installments totaling \$2,516 through maturity in 2049. The Partnership also entered into an interest credit agreement with RD which provides for monthly interest subsidies totaling \$1,595, which reduces the interest rate on the mortgage from the note interest rate of 6.75% to an effective rate of 1%.

During the years ended December 31, 2020 and 2019, interest subsidy payments received totaled \$79,869 and \$78,472, respectively.

The mortgage liability of the Partnership is limited to the underlying value of the real estate collateral pledged and assignment of rents and security and other amounts deposited with the lender.

Maturities of the mortgage notes in each of the next five years, and in the aggregate thereafter, are approximated as follows:

2021	\$	14,968
2022		17,477
2023		18,762
2024		20,142
2025		21,623
Thereafter		<u>1,410,493</u>
Total		<u>1,503,465</u>
Less current maturities		(14,968)
Net long-term portion		<u><u>\$ 1,488,497</u></u>

Under the Loan Agreements with RD, the Partnership is required to make monthly deposits into the reserve for replacement account, and is subject to operating and return to owner restrictions.

There has been no significant change in interest rates available to the Partnership. Therefore, the fair value of the mortgage notes approximates the book value.

Birch Island Limited Partnership  
Notes to the Financial Statements - continued  
Years ended December 31, 2020 and 2019

**5. Related Party Transactions**

Property Management Fee

The Partnership entered into an agreement with TM Associates Management, Inc., a related party, in connection with the management of the rental operations of the project. During the years ended December 31, 2020 and 2019, property management fee expense of \$36,010 and \$34,965, respectively, has been charged to operations. As of December 31, 2020 and 2019, \$-0- and \$2,958, respectively, remained payable.

Management Services

The management agent provides administrative services to the Partnership. The management agent was reimbursed \$99,150 and \$99,732 for the cost of site employee payroll and employee benefits during the years ended December 31, 2020 and 2019, respectively. As of December 31, 2020 and 2019, \$12,414 and \$-0-, respectively, remained payable.

Insurance

The Partnership paid insurance premiums to the Chubb Group of Insurance Companies (Chubb) for coverages required under the Partnership Agreement and by the lender. Chubb in turn ceded a portion of the risk to Rural Housing Reinsurance Company International Ltd. in which principals of the partners own a minority interest through an affiliate. During the years ended December 31, 2020 and 2019, the premiums paid totaled \$12,769 and \$12,346, respectively.

Partnership Administration Fee

The partnership shall pay to the General Partner an annual partnership administration fee in the amount of \$18,690, plus 80% of net cash flow as defined in the Partnership Agreement which shall not exceed \$23,690 in any year. To the extent in any year there is excess cash flow over \$23,690, then the excess can be paid for any previous shortfalls. No partnership administration fees were paid in 2020 and 2019.

Priority Distribution

The Partnership shall pay the Limited Partner a priority distribution of \$1,000. The priority distribution is payable solely from cash flow. No distributions were paid in 2020 and 2019.

Due to Partners

The Partnership Agreement provides for various obligations of the General Partner including their obligation to provide funds for the completion of development and funding of operating deficits. As a result of these obligations, the General Partner and its affiliates have advanced funds to the Partnership to pay certain construction related costs and various costs of operations. The advances are to be repaid without interest from available return to owner. Amounts owed in relation to these advances as of December 31, 2020 and 2019 totaled \$16,588 and \$21,588, respectively.

Birch Island Limited Partnership  
Notes to the Financial Statements - continued  
Years ended December 31, 2020 and 2019

**6. Concentration of Credit Risk**

The Partnership maintains its cash, restricted deposits, and reserves with financial institutions. The bank balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 at each bank. At times, these balances may exceed the federal insurance limits; however, the Partnership has not experienced any losses with respect to its bank balances in excess of government provided insurance. Management believes that no significant concentration of credit risk exists with respect to these bank balances at December 31, 2020 or 2019.

**7. Current Vulnerability Due to Certain Concentrations**

The Partnership's primary asset is Birch Island Apartments. The Partnership's operations are concentrated in the multifamily real estate market. In addition, the Partnership operates in a heavily regulated environment. The operations of the Partnership are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, RD. Such administrative directives, rules and regulations are subject to change by an act of congress or an administrative change mandated by RD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

The Partnership also receives a material portion of its revenue from RD in the form of Rental Assistance payments. The details of this agreement are provided in Footnote 8.

**8. Commitments and Contingencies**

Interest Credit Agreements

Under an agreement with RD, mortgage subsidies are provided which reduce the effective interest rate on the mortgages to approximately 1% over the life of the Loan Agreements. RD may terminate the agreement if it determines that no subsidy is necessary or if the Partnership is determined to be in violation of the Loan Agreements or RD rules or regulations.

Rental Assistance Agreement

The Partnership has entered into a Rental Assistance Agreement with RD to provide rental assistance. The agreement provides for a maximum rental assistance commitment and expires automatically upon total disbursement of this amount, but is then renewable under contract with RD pending congressional approval of budget authority.

Restrictive Covenant

The Partnership's participation in the housing tax credit program requires the Partnership to enter into and be bound by a restrictive covenant. The covenant states that 100% of the project property must be maintained as low-income housing for an initial compliance period of 15 years, and for the extended use period, unless terminated after the end of the initial 15-year period. The Partnership completed its initial compliance period on December 31, 2014.

Birch Island Limited Partnership  
Notes to the Financial Statements - continued  
Years ended December 31, 2020 and 2019

**9. Uncertainties Due to COVID-19**

In December 2019, an outbreak of a novel strain of coronavirus (COVID-19) originated in Wuhan, China and has since spread to other countries, including the U.S. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. In addition, the federal government, and many state and local jurisdictions in the U.S. have declared states of emergency. It is anticipated that these impacts will continue for some time. There has been no immediate impact to the Project's operations. Future potential impacts may include disruptions or restrictions on the employees' ability to work or the tenants' ability to pay the required monthly rent as a result of job loss or other pandemic related circumstance. In addition, on August 31, 2020, the Department of Health and Human Services mandated a temporary halt in residential evictions to prevent the further spread of COVID-19. Changes to the operating environment may increase operating costs. The future effects of these issues are unknown.

**10. Subsequent Events**

Events that occur after the balance sheet date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the balance sheet date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the balance sheet date require disclosure in the accompanying notes. Management has evaluated the activity of Birch Island Limited Partnership through March 15, 2021 (the date the financial statements were available to be issued) and concluded that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statements.



SUPPLEMENTAL INFORMATION

Birch Island Limited Partnership  
 Supplemental Information  
 Year ended December 31, 2020

**1. Management Fee Calculation**

The management fee is based on a fee per unit occupied by tenants during one month.

Total qualified units (48 units * 12 months)	576
Less: vacancies	(22)
Total occupied units	554
Fee per unit (Effective January 1, 2020)	\$ 65
Calculated management fee expense	\$ 36,010
Management fee expense	\$ 36,010

**2. Insurance Disclosure**

The Partnership maintains insurance coverage as follows:

	Deductible	Coverage
Property coverage on buildings	\$ 1,000	\$ 4,587,671
Comprehensive business liability	Nil	\$ 1,000,000
Fidelity/employee dishonesty	\$ 2,500	\$ 1,000,000

**3. Return to Owner**

In accordance with the loan agreement, the annual return to owner is as follows:

Maximum Return to Owner (see note 2)	\$ 26,554
Budgeted Return to Owner	\$ 26,554
Return to Owner Paid	
Repayment of due to partners	\$ 5,000

See Independent Auditor's Report.

Birch Island Limited Partnership  
 Supplemental Information - continued  
 Year ended December 31, 2020

**4. Changes in Rental Property**

	Assets			
	Balance 1/1/20	Additions	Deletions	Balance 12/31/20
Land	\$ 105,600	\$ -	\$ -	\$ 105,600
Building and improvements	2,091,074	-	-	2,091,074
Furnishings and equipment	366,444	-	-	366,444
	\$ 2,563,118	\$ -	\$ -	\$ 2,563,118
	Accumulated Depreciation			
	Balance 1/1/20	Additions	Balance 12/31/20	Net Book Value 12/31/20
Land				\$ 105,600
Building and improvements	\$ 1,514,407	\$ 71,007	\$ 1,585,414	505,660
Furnishings and equipment	363,787	590	364,377	2,067
	\$ 1,878,194	\$ 71,597	\$ 1,949,791	\$ 613,327

See Independent Auditor's Report.

Position 3  
**MULTI-FAMILY HOUSING**  
**BORROWER BALANCE SHEET**  
**PART I - BALANCE SHEET**

PROJECT NAME		BORROWER NAME		BORROWER ID AND PROJECT NO.	
Birch Island Apartments		Birch Island Limited Partnership		RD Project No.: 55-014-761948488	
		BEGINNING DATES>	CURRENT YEAR	PRIOR YEAR	COMMENTS
		ENDING DATES>	1/1/2020	1/1/2019	
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
1.	GENERAL OPERATING ACCOUNT		\$ 8,803	\$ 31,237	
2.	R.E. TAX & INSURANCE ACCOUNT		20,854	9,296	
3.	RESERVE ACCOUNT		152,494	137,094	
4.	SECURITY DEPOSIT ACCOUNT		28,230	28,547	
5.	OTHER CASH (Identify)		-	-	
6.	OTHER (Interest receivable)		-	-	
7.	TOTAL ACCOUNT RECEIVABLE (Attach list)		10,235	2,333	
	ACCTS RCVBL 0-30 DAYS	\$ 4,493		866	
	ACCTS RCVBL 30-60 DAYS	\$ 1,660		154	
	ACCTS RCVBL 60-90 DAYS	\$ 181		539	
	ACCTS RCVBL OVER 90 DAYS	\$ 3,901		774	
8.	LESS: ALLOWANCE FOR DOUBTFUL ACCOUNTS		-	-	
9.	INVENTORIES (Supplies)		-	-	
10.	PREPAYMENTS		2,128	2,058	
11.			-	-	
12.	<b>TOTAL CURRENT ASSETS (Add 1 thru 11)</b>		222,744	210,565	
<b>FIXED ASSETS</b>					
13.	LAND		105,600	105,600	
14.	BUILDINGS		2,091,074	2,091,074	
15.	LESS: ACCUMULATED DEPRECIATION		(1,585,414)	(1,514,407)	
16.	FURNITURE & EQUIPMENT		366,444	366,444	
17.	LESS: ACCUMULATED DEPRECIATION		(364,377)	(363,787)	
18.			-	-	
19.	<b>TOTAL FIXED ASSETS (Add 13 thru 18)</b>		613,327	684,924	
<b>OTHER ASSETS</b>					
20.			-	-	
21.	<b>TOTAL ASSETS (Add 12, 19 and 20)</b>		\$ 836,071	\$ 895,489	
<b>LIABILITIES AND OWNERS EQUITY</b>					
<b>CURRENT LIABILITIES</b>					
22.	TOTAL ACCOUNTS PAYABLE (Attach list)		\$ 4,924	\$ 10,318	
	ACCTS PAYABLE 0-30 DAYS	\$ 350		7,319	
	ACCTS PAYABLE 30-60 DAYS	\$ -		2,939	
	ACCTS PAYABLE 60-90 DAYS	\$ 4,574		60	
	ACCTS PAYABLE OVER 90 DAYS	\$ -		-	
23.	NOTES PAYABLE (Attach list) (Accrued expenses)		3,696	3,735	
24.	SECURITY DEPOSITS		24,988	25,367	
25.	<b>TOTAL CURRENT LIABILITIES (Add 22 thru 24)</b>		33,608	39,420	
<b>LONG-TERM LIABILITIES</b>					
26.	NOTES PAYABLE RURAL DEVELOPMENT		1,503,465	1,518,720	
27.	OTHER (Identify)		31,291	21,588	
28.	<b>TOTAL LONG-TERM LIABILITIES (Add 26 thru 27)</b>		1,534,756	1,540,308	
29.	<b>TOTAL LIABILITIES (Add 25 and 28)</b>		1,568,364	1,579,728	
30.	OWNER'S EQUITY (Net Worth) (21 minus 29)		(732,293)	(684,239)	
31.	<b>TOTAL LIABILITIES AND OWNER'S EQUITY (Add 29 and 30)</b>		\$ 836,071	\$ 895,489	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

See Independent Auditor's Report.

**Warning:** Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

I HAVE READ THE ABOVE WARNING STATEMENT AND I HEREBY CERTIFY THE FOREGOING INFORMATION IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Borrower or Borrower's Representative)

\_\_\_\_\_  
(Title)

**PART II - THIRD PARTY VERIFICATION OF REVIEW**

I/We have reviewed the borrower's records. The accompanying balance sheet, and statement of actual budget and income on Form RD 3560-7, is a fair presentation of the borrower's records.

I/We certify that no identity of interest exists between me/us and any individual or organization doing business with the project or borrower.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Address)

In lieu of the above verification and signature, an audit completed, dated and signed by a person or firm qualified by license or certification is attached.

See Independent Auditor's Report.

**MULTIPLE FAMILY HOUSING PROJECT BUDGET**

PROJECT NAME Birch Island Apartments		BORROWER NAME Birch Island Limited Partnership		BORROWER ID AND PROJECT NO. RD Project No.: 55-014-761948488	
Loan/Transfer Amount - \$ 1,675,838		Note Rate Payment - \$ 10,245		IC Payment - \$ 3,561	
Reporting Period <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	Budget Type <input type="checkbox"/> Initial <input checked="" type="checkbox"/> Regular Report <input type="checkbox"/> Rent Change <input type="checkbox"/> SNR <input type="checkbox"/> Other Servicing	Project Rental Type <input checked="" type="checkbox"/> Family <input type="checkbox"/> Elderly <input type="checkbox"/> Congregate <input type="checkbox"/> Group Home <input type="checkbox"/> Mixed <input type="checkbox"/> LH	Project Type <input type="checkbox"/> Full Profit <input checked="" type="checkbox"/> Limited Profit <input type="checkbox"/> Non-Profit	The following utilities are master metered: <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input checked="" type="checkbox"/> Trash <input type="checkbox"/> Other: _____	
					<input type="checkbox"/> I hereby request _____ units of RA. Current number of RA units ____ .
					Borrower Accounting Method <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual

**PART I - CASH FLOW STATEMENT**

	CURRENT BUDGET (UNAUDITED)	ACTUAL	PROPOSED BUDGET (UNAUDITED)	COMMENTS or (YTD)
Beginning Dates >	1/1/2020	1/1/2020	1/1/2021	
Ending Dates >	12/31/2020	12/31/2020	12/31/2021	
<b>OPERATIONAL CASH SOURCES</b>				
1. RENTAL INCOME	-	151,713	-	
2. RHS RENTAL ASSISTANCE RECEIVED	-	197,860	-	
3. APPLICATION FEES RECEIVED	-	239	-	
4. LAUNDRY AND VENDING	-	681	-	
5. INTEREST INCOME	-	223	-	
6. TENANT CHARGES	-	3,922	-	
7. OTHER - PROJECT SOURCES	-	-	-	
8. LESS (Vacancy & Contingency Allowance)	-	-	-	
9. LESS (Agency Approved Incentive Allowance)	-	-	-	
10. SUBTOTAL [(1 thru 7) - (8 & 9)]:	-	354,638	-	
<b>NON-OPERATIONAL CASH SOURCES</b>				
11. CASH - NON-PROJECT	-	-	-	
12. AUTHORIZED LOAN (Non-RHS)	-	-	-	
13. TRANSFER FROM RESERVE	-	21,689	-	
14. SUB-TOTAL (11 thru 13):	-	21,689	-	
15. TOTAL CASH SOURCES (10+14)	-	376,327	-	
<b>OPERATIONAL CASH USES</b>				
16. TOTAL O & M EXPENSES (From Part II)	-	275,908	-	
17. RHS DEBT PAYMENT	-	42,731	-	
18. RHS PAYMENT (Overage)	-	334	-	
19. RHS PAYMENT (Late fee)	-	1,229	-	
20. REDUCTION IN PRIOR YEAR PAYABLES	-	-	-	
21. TENANT UTILITY PAYMENTS	-	4,459	-	
22. TRANSFER TO RESERVE	-	37,089	-	
23. RETURN TO OWNER / NP ASSET MANAGEMENT FEE	-	5,000	-	
24. SUB-TOTAL (16 thru 23):	-	366,750	-	
<b>NON-OPERATIONAL CASH USES</b>				
25. AUTHORIZED DEBT PAYMENT (Non-RHS)	-	-	-	
26. ANNUAL CAPITAL BUDGET (From Part III, Lines 4-6)	-	21,689	-	
27. MISCELLANEOUS	-	-	-	
28. SUB-TOTAL (25 thru 27):	-	21,689	-	
29. TOTAL CASH USES (24+28):	-	388,439	-	
30. NET CASH (DEFICIT) (15-29):	-	(12,112)	-	
<b>CASH BALANCE</b>				
31. BEGINNING CASH BALANCE	-	40,533	-	
32. ACCRUAL TO CASH ADJUSTMENT	-	1,236	-	
33. ENDING CASH BALANCE (30+31+32):	-	29,657	-	

See Independent Auditor's Report.

**PART II - OPERATING AND MAINTENANCE EXPENSE SCHEDULE**

	CURRENT BUDGET	ACTUAL	PROPOSED BUDGET	COMMENTS or (YTD)
1. MAINTENANCE AND REPAIRS PAYROLL	-	37,055	-	
2. MAINTENANCE AND REPAIRS SUPPLY	-	11,590	-	
3. MAINTENANCE AND REPAIRS CONTRACT	-	15,082	-	
4. PAINTING	-	2,675	-	
5. SNOW REMOVAL	-	-	-	
6. ELEVATOR MAINTENANCE/CONTRACT	-	-	-	
7. GROUNDS	-	1,688	-	
8. SERVICES	-	1,323	-	
9. ANNUAL CAPITAL BUDGET (From Part V - Operating)	-	18,244	-	
10. OTHER OPERATING EXPENSES ( <i>Itemize</i> )	-	-	-	
11. SUB-TOT MAINT & OPERATING (1 thru 10)	-	87,657	-	
12. ELECTRICITY	-	5,298	-	
13. WATER	-	12,519	-	
14. SEWER	-	19,568	-	
15. FUEL (Oil/Coal/Gas)	-	1,217	-	
16. GARBAGE & TRASH REMOVAL	-	5,094	-	
17. OTHER UTILITIES	-	-	-	
18. SUB-TOTAL UTILITIES (12 thru 17)	-	43,696	-	
19. SITE MANAGEMENT PAYROLL	-	35,960	-	
20. MANAGEMENT FEE	-	36,010	-	
21. PROJECT AUDITING EXPENSE	-	6,970	-	
22. PROJECT BOOKKEEPING/ACCOUNTING	-	-	-	
23. LEGAL EXPENSES	-	-	-	
24. ADVERTISING	-	2,320	-	
25. TELEPHONE & ANSWERING SERVICE	-	3,020	-	
26. OFFICE SUPPLIES	-	9,352	-	
27. OFFICE FURNITURE & EQUIPMENT	-	-	-	
28. TRAINING EXPENSE	-	1,014	-	
29. HEALTH INSURANCE & OTHER EMP.BENEFITS	-	15,348	-	
30. PAYROLL TAXES	-	9,460	-	
31. WORKMEN'S COMPENSATION	-	1,327	-	
32. OTHER ADMINISTRATIVE EXPENSES( <i>Itemize</i> )	-	475	-	
33. SUB-TOTAL ADMINISTRATIVE (19 thru 32)	-	121,256	-	
34. REAL ESTATE TAXES	-	9,414	-	
35. SPECIAL ASSESSMENTS	-	-	-	
36. OTHER TAXES, LICENSES AND PERMITS	-	1,188	-	
37. PROPERTY & LIABILITY INSURANCE	-	12,619	-	
38. FIDELITY COVERAGE INSURANCE	-	78	-	
39. OTHER INSURANCE	-	-	-	
40. SUB-TOTAL TAXES AND INS. (34 thru 39)	-	23,299	-	
41. TOTAL O & M EXPENSES (11+18+33+40)	-	275,908	-	

See Independent Auditor's Report.

**PART III - ACCOUNT BUDGETING/STATUS**

	CURRENT BUDGET	ACTUAL	PROPOSED BUDGET	COMMENTS or (YTD)
<b>RESERVE ACCOUNT</b>				
1. BEGINNING BALANCE	-	137,094	-	
2. TRANSFER TO RESERVE	-	37,089	-	
TRANSFER FROM RESERVE				
3. OPERATING DEFICIT	-	-	-	
4. ANNUAL CAPITAL BUDGET (Part V - Reserve)	-	21,689	-	
5. BUILDING & EQUIPMENT REPAIR	-	-	-	
6. OTHER NON-OPERATING EXPENSES	-	-	-	
7. TOTAL (3 thru 6)	-	21,689	-	
8. ENDING BALANCE {(1+2)-7}	-	152,494	-	

**GENERAL OPERATING ACCOUNT \***

BEGINNING BALANCE	31,237	
ENDING BALANCE	8,803	

**REAL ESTATE TAX AND INSURANCE ESCROW ACCOUNT \***

BEGINNING BALANCE	9,296	
ENDING BALANCE	20,854	

**TENANT SECURITY DEPOSIT ACCOUNT \***

BEGINNING BALANCE	28,547	
ENDING BALANCE	28,230	

(\* complete upon submission of actual expenses)

Budget			
Number of applicants on the waiting list		Reserve account req. balance	
Number of applicants needing RA		Amount ahead/behind	

See Independent Auditor's Report.



**PART IV - RENT SCHEDULE AND UTILITY ALLOWANCE**

**A. CURRENT APPROVED RENTS/UTILITY ALLOWANCE:**

UNIT DESCRIPTION			RENTAL RATES			POTENTIAL INCOME FROM EACH			UTILITY ALLOWANCE
BR SIZE	UNIT TYPE	NUMBER	BASIC	NOTE RATE	HUD	BASIC	NOTE RATE	HUD	
CURRENT RENT TOTALS									
						BASIC	NOTE	HUD	

**B. PROPOSED RENTS - Effective Date:**

UNIT DESCRIPTION			RENTAL RATES			POTENTIAL INCOME FROM EACH			UTILITY ALLOWANCE
BR SIZE	UNIT TYPE	NUMBER	BASIC	NOTE RATE	HUD	BASIC	NOTE RATE	HUD	
PROPOSED RENT TOTALS									
						BASIC	NOTE	HUD	

**C. PROPOSED UTILITY ALLOWANCE - Effective Date:**

**MONTHLY DOLLAR ALLOWANCES**

BR SIZE	UNIT TYPE	NUMBER	ELECTRIC	GAS	WATER	SEWER	TRASH	OTHER	TOTAL

See Independent Auditor's Report.

**PART V - ANNUAL CAPITAL BUDGET**

		Proposed Number of Units/Items	Proposed From Reserve	Actual From Reserve	Proposed From Operating	Actual From Operating	Actual Total Cost	Total Actual Units/Items
<b>Appliances</b>	Range			463		784	1,247	4
	Refrigerator			1,274		-	1,274	2
	Range Hood			-		-		
	Washer/Dryers			-		-		
	Other:			-		-		
<b>Carpet and vinyl</b>	1 br			4,542		1,244	5,786	4
	2 br			4,782		2,059	6,841	3
	3 br			-		8,065	8,065	3
	4 br			-		-		
	Other: office			786		828	1,614	1
<b>Cabinets</b>	Kitchen			-		-		
	Bathroom			-		-		
	Other:			-		-		
<b>Doors</b>	Exterior			1,442		-	1,442	4
	Interior			-		-		
	Other:			-		-		
<b>Window coverings</b>	List:			-		-		
	Other:			-		-		
<b>Heating/Air conditioning</b>	Heating			8,400		4,200	12,600	3
	Air conditioning			-		-		
	Other:			-		-		
<b>Plumbing</b>	Water heater			-		-		
	Bath sinks			-		-		
	Kitchen sinks			-		-		
	Faucets			-		-		
	Toilets			-		-		
	Other:			-		-		
<b>Major electrical</b>	List:			-		-		
	Other:			-		-		
<b>Structures</b>	Windows			-		-		
	Screens			-		-		
	Walls			-		-		
	Roofing			-		-		
	Siding			-		-		
	Exterior paint			-		-		
	Other:			-		-		
<b>Paving</b>	Asphalt			-		-		
	Concrete			-		-		
	Seal and stripe			-		-		
	Other:			-		-		
<b>Landscape and grounds</b>	Landscaping			-		-		
	Lawn Equipment			-		-		
	Fencing			-		-		
	Recreation area			-		-		
	Signs			-		-		
	Other:			-		-		
<b>Accessibility features</b>	List:			-		-		
	Other:			-		-		
<b>Automation equipment</b>	Site mgmnt			-		-		
	Common area			-		-		
	Other:			-		-		
<b>Other</b>	List: computer			-		1,064	1,064	
	List:			-		-		
<b>TOTAL CAPITAL EXPENSES:</b>		-	-	21,689	-	18,244	39,933	24

See Independent Auditor's Report.

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**PART VI - SIGNATURES, DATES, AND COMMENTS**

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Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies conceals or covers up by any trick, scheme, or device a material fact, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

I HAVE READ THE ABOVE WARNING STATEMENT AND I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Borrower or Borrower's Representative)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
**AGENCY APPROVAL** (*Rural Development Approval Official*):

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
**COMMENTS:**

See Independent Auditor's Report.

Birch Island Limited Partnership  
Supporting Documentation to Forms 3560-10 and 3560-7  
Year ended December 31, 2020

**Notes Payable (Form 3560-10, Line 23)**

Accrued expenses	\$ 3,445
Prepaid rent	251
	<u>\$ 3,696</u>

**Other (Form 3560-10, Line 27)**

Due to affiliates	\$ 16,588
Due to management agent	14,703
	<u>\$ 31,291</u>

**Accrual to Cash Adjustment (Form 3560-7, Part I, Line 32)**

Accounts receivable - tenants	\$ (7,902)
Prepaid expenses	(70)
Accounts payable - trade	9,414
Prepaid rent	(144)
Tenant security deposit - net	(62)
	<u>\$ 1,236</u>

See Independent Auditor's Report.



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED  
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS*

To the Partners of  
Birch Island Limited Partnership

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Birch Island Limited Partnership (the Partnership), which comprise the balance sheet as of December 31, 2020, and the related statements of operations, partners' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 15, 2021.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Partnership's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control. Accordingly, we do not express an opinion on the effectiveness of the Partnership's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Partnership's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control, that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Partnership's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Partnership's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Partnership's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Tidwell Group, LLC*

Columbus, Ohio  
March 15, 2021



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR RD PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE AUDIT GUIDE FOR AUDITS OF RD PROGRAMS

To the Partners of  
Birch Island Limited Partnership

**Report on Compliance for Each Major RD Program**

We have audited Birch Island Limited Partnership's (the Partnership) compliance with the compliance requirements described in the *Audit Guide for Audits of RD Programs* (the Guide) that could have a direct and material effect on the Partnership's major U.S. Department of Rural Development (RD) program for the year ended December 31, 2020. The Partnership's major RD program is as follows: the Section 515 Rural Rental Housing Loan.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its RD program.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for the Partnership's major RD program based on our audit of the compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Guide. Those standards and the Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on a major RD program occurred. An audit includes examining, on a test basis, evidence about the Partnership's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major program. However, our audit does not provide a legal determination of the Partnership's compliance.

**Opinion on Each Major RD Program**

In our opinion, the Partnership complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major RD program for the year ended December 31, 2020.

## Report on Internal Control over Compliance

Management of the Partnership is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Partnership's internal control over compliance with the requirements that could have a direct and material effect on the major RD program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major RD program and to test and report on internal control over compliance in accordance with the Guide, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Partnership's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a compliance requirement of the RD program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement of the RD program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance with a compliance requirement of the RD program that is less severe than a material weakness in internal control over compliance, yet important enough to merit the attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Guide. Accordingly, this report is not suitable for any other purpose.

*Tidwell Group, LLC*

Columbus, Ohio  
March 15, 2021



Birch Island Limited Partnership  
Schedule of Findings, Questioned Costs, and Recommendations  
Year ended December 31, 2020

**Reportable Conditions of Non-Compliance**

December 31, 2020 – None noted.

**Auditee's Comments on Prior Audit Resolution Matters Related to United States Department of Agriculture Rural Development Programs**

*Finding 2019-1:* During 2019, the Partnership withdrew funds from the replacement reserve in the amount of \$7,489. The Partnership did not have approval from RD.

*Status:* Resolved.

# **Tab S:**

Supportive Housing Certification

N/A

# **Tab T:**

Funding Documentation

# THE RICHMAN GROUP AFFORDABLE HOUSING CORPORATION

777 West Putnam Avenue  
Greenwich, CT 06830  
(203) 869-0900  
FAX (203) 869-1034

March 7, 2022

Robert B. Margolis  
1375 Piccard Drive, Suite 150  
Rockville, MD 20850

Re: Birch Island Apartments I  
Wakefield, Virginia  
48-Units

Dear Mr. Margolis,

The Richman Group Affordable Housing Corporation ("TRG") is the sponsor of investment partnerships which provide equity capital for multi-family apartment complexes that are eligible for low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986 ("Low-Income Housing Tax Credits") by investing in limited partnerships that own such apartment complexes.

You have advised us that a to-be-formed single-purpose corporation (the "Managing Member") will form a Limited Liability Company, (the "Company"), which intends to acquire and rehabilitate an apartment complex located in Wakefield, Virginia (the "Apartment Complex").

TRG is pleased to provide you with this letter of intent for the acquisition by an affiliated limited partnership, which will be sponsored by TRG ("Investor"), of a 99.99% limited partnership interest in the Company, subject to the terms and conditions hereof and also subject to (i) investment committee approval (ii) negotiation and execution of documentation acceptable to both parties and (iii) receipt of opinions of counsel (including corporate, tax and real estate) acceptable to the Investor. Upon the execution of this letter, TRG will commence its due diligence review and will seek an investor to acquire the limited partnership interest. The Managing Member will execute an amended and restated Operating Agreement of the Company in the Investor's standard form (the "Operating Agreement"). A guarantor acceptable to the Investor in its sole discretion (the "Guarantor") will guarantee the Managing Member's obligations to the Investor.

1. Financing: Financing of the Apartment Complex will be subject to Investor approval. It is understood that the Apartment Complex will assume a Rural Development Loan in the approximate amount of \$1,484,314 which will be re-amortized at an interest rate of 1.00% per annum for a term of 30 years (50-year amortization). It is also understood that the Apartment Complex will receive a loan from the VA SPARC Program in the approximate amount of \$350,000 at an interest rate of 2.95% per annum for a term of 25 years (25-year amortization). It is also understood that the Apartment Complex will receive a loan from Housing Trust Funds ("HTF") in the approximate amount of \$700,000 at an interest rate of 3.00% per annum with interest only payments. It is also understood that the Apartment Complex will assume an existing Replacement Reserve of \$100,000. To the extent that a change in financing structure changes the amount of Low-Income Housing Tax Credits, then capital contributions will be adjusted accordingly. The Managing Member must deliver any required approval of the admission of the Investor to the Company prior to such admission (the "Closing"). The preparation, filing and processing of such application and all costs and expenses thereof, shall be the sole responsibility of the Managing Member and/or the Company. All loan documents shall provide that notices of default and foreclosure shall be sent to the Investor, as well as to the Managing Member.

2. Capital Contributions of the Investor: The "Capital Contribution" as set forth below reflects current market conditions. The Capital Contributions may be adjusted to reflect the market conditions at the time of closing. Subject to the terms and conditions set forth herein and in the Operating Agreement, the Investor will make capital contributions to the Company in the total amount of \$4,610,539 (the "Capital Contribution"), which represents 87% of the Low-Income Housing Tax Credits, excluding amounts payable under Section 16 as set forth below.

Installment No. 1:

Paid at Closing upon satisfaction of all due diligence \$922,108

Installment No. 2:

Paid upon the latest of the following: \$2,766,323

- (i) Completion of construction of the Apartment Complex and receipt of temporary certificates of occupancy for all units;
- (ii) Receipt of a payoff letter from the contractor for the Apartment Complex (the "Contractor") which states that upon receipt of Installment No. 2 the construction contract will be paid in full by Installment No. 2 or the Contractor will defer any amounts owed to it until receipt of Installment No.3;
- (iii) Receipt of an estoppel letter from each lender to the Company; and
- (iv) Receipt of certificates of insurance complying with the requirements described herein.

Installment No. 3:

Paid upon the latest of the following: \$922,108

- (i) Achievement of "Breakeven Operations" (as defined below);
- (ii) Receipt of an estoppel letter from each lender to the Company;
- (iii) Receipt of final Low-Income Housing Tax Credit Certification; and
- (iv) Achievement of "Final Closing"
- (v) Receipt of form 8609

Total Equity to Company (excluding amounts payable under Section 16 below): \$4,610,539

Installment No. 3 will only be released upon the achievement of Breakeven Operations. "Breakeven Operations" is generally defined as the earlier of the following: (i) the date upon which income from the normal operation of the Apartment Complex, received on a cash basis, for each of three (3) consecutive calendar months after permanent mortgage loan closing less all mandatory debt service payments for each month, exceeds all accrued operational costs for each month or, if the above is not verifiable for such three (3) month period, (ii) the date upon which income from the normal operation of the Apartment Complex (as reported under GAAP) equals or exceeds all operational costs (as reported under GAAP), as evidenced by an audited financial statement for a 12 month period prepared by the accountants of the Company. In addition, Breakeven Operations shall not have occurred unless, at the end of such three (3) month period, the Company shall have (i) sufficiently funded segregated reserves to pay one (1) year's property insurance premiums (minus any prepaid premiums on the existing insurance policy) and the next full installment of real estate taxes payable (minus any prepaid taxes with respect to such installment) and (ii) liquid assets not committed to the payment of any other expense or reserve fund in an amount sufficient to pay (a) one (1) month's mandatory debt service payment plus (b) any other accrued unpaid expenses.

3. Adjuster Clause: The Capital Contribution amount stated above is based upon your projection of an annual amount of Low-Income Housing Tax Credits of \$529,947 ("LIHTC") which in turn is based upon certain of the assumptions and projections stated in Schedule A herein. The actual amount of Low-Income Housing Tax Credits may in fact change after the determination of eligible and qualified basis. Accordingly, the Capital Contribution may be adjusted when (i) final projections of the amount of Low-Income Housing Tax Credits are completed and/or (ii) upon or after actual completion of the Apartment Complex. To the extent such final projected amount of Low-Income Housing Tax Credits varies from the LIHTC, the Capital Contribution will be adjusted as set forth in the following paragraph and as will be more particularly set forth in the Operating Agreement.

If the final amount of Low-Income Housing Tax Credits ("Final LIHTC") is greater or less than the LIHTC then the Capital Contributions shall be adjusted so that the ratio of the capital contribution attributable to the Low-Income Housing Tax Credits divided by the Final LIHTC allocable to Investor is equal to 87% ("LIHTC Ratio"). However, in the case of an increase, such increase in capital contribution will take place only if the Investor has funds available which are not committed otherwise. If the Investor does not have funds available to pay for the higher Low-Income Housing Tax Credits, then the Investor's interest in the Company will be adjusted downward accordingly, but in no event below a 90% interest. TRG may in its discretion endeavor to cause an affiliated investment partnership to purchase an interest in the Company but shall have no liability if it is unable to do so.

4. Timing Differences: In the event that if the actual Final Reported Credit for 2023 is greater or less than 25% of the LIHTC or for 2024 is less than 100% of the LIHTC (or LIHTC as adjusted pursuant to paragraph 3 above) then the Capital Contribution of the Investment Partnership to the Company shall be increased ("Upward Timing Change") or decreased ("Downward Timing Change"), by an amount sufficient to maintain a to-be-determined Internal Rate of Return to the Investment Partnership; such adjustment to be based upon the methodology set forth on Attachment A (assuming for this purpose that (i) the amount and timing of projected losses and deductions and (ii) the timing of the Capital Contributions will be fixed at the amounts shown in the projections attached to the Operating Agreement). Notwithstanding the foregoing sentence, the aggregate amount of any increase in the Capital Contributions due to an Upward Timing Change together with the aggregate amount of any Upward Adjuster pursuant to Paragraph 3 above will be capped at 10% of the Capital Contribution ("Upward Adjuster Cap"). In the event that the Timing Change exceeds the then unpaid Capital Contribution of the Investment Partnership, the Managing Member shall pay to the Investment Partnership, immediately upon demand, the amount by which the Timing Change exceeds such then unpaid Capital Contributions.

5. Cash Flow Distributions: Cash flow of the Company after expenses and debt service will be distributed, to the extent available, according to the following priority:

- First: to pay any credit adjuster due;
- Second: a priority distribution to the Investor in the amount of \$1,500 annually.
- Third: to pay any deferred development fee to the Managing Member;
- Fourth: to repay any operating deficit loans made by the Managing Member;

Fifth: remaining amounts split 10% to the Investor and 90% to the Managing Member. The Managing Member shall apply its 90% first to pay the Incentive Management Fee, then to pay the Partnership Administration Fee and then as a distribution. The balance of the 90% which is not distributed as Incentive Management Fee or Partnership Administration Fee shall be distributed to the Managing Member and a special allocation of gross income shall be made to the Managing Member in a like amount.

6. **Sale or Refinance:** Upon the sale of the Apartment Complex or a refinancing of the permanent mortgage loan, proceeds will generally be allocated in accordance with the following priority:

First: Expenses of the sale and refinancing and satisfaction of underlying financing plus any other third-party obligations and debts;

Second: Return of the outstanding balance of any operating deficit loans previously made by the Managing Member (See Guarantees); and

Third: Balance of proceeds split 10% to the Investor, 90% to the Managing Member

7. **Guarantees:** The Guarantor shall guarantee the obligations of the Managing Member under the Operating Agreement including, without limitation, the following:

(A) Against recapture of the Low-Income Housing Tax Credits for 15 years except for recapture caused by (i) subsequent changes in the Tax Code or (ii) transfers of the Investor's interest in the Company.

(B) The payment in full of all costs and expenses of the acquisition and rehabilitation of the Apartment Complex in excess of the proceeds of all the construction period sources of funds and any operating deficits prior to the achievement of breakeven operations.

(C) To fund operating deficits for a five (5) year period (the "Operating Deficit Period") from the later of Breakeven Operations or funding of the permanent mortgage loan (the "Operating Deficit Guaranty"). The Operating Deficit Period shall be deemed extended until (x) the Managing Member has provided the Investor with evidence that the Company has sufficient cash reserves to pay any accrued expenses as of the expiration of the Operating Deficit Period and (y) the Apartment Complex has achieved the "DSC Requirement" as hereinafter defined. The "DSC Requirement" means that the Apartment Complex has demonstrated a debt service coverage ratio of 1.10:1 for years four and five of the Operating Deficit Period. If the Apartment Complex has not demonstrated a 1.10:1 debt service coverage for such years the Operating Deficit Period will be extended until the Apartment Complex demonstrated a 1.10:1 debt service coverage for two consecutive years. For purposes of the Operating Deficit Guaranty, the term "Operating Deficits" shall include amounts withdrawn from the reserve for replacements during such five (5) year period. A further assurance will be an agreement by the managing agent for the Apartment Complex, typically the Managing Member or an affiliate, (the "Managing Agent") to (i) defer and accrue its management fee, if necessary, to prevent a default under the permanent mortgage loan and (ii) to defer its fee to the extent necessary to avoid an Operating Deficit. If the Managing Agent elects not to defer its fee pursuant to subparagraph (ii) above, it must send a notice to the Managing Member and the Investor offering to resign. If no such notice is sent, the Managing Agent will be deemed to have ratified its agreement to defer its fee. If a notice is sent refusing to defer its fee, such refusal shall be grounds for removal of the Managing Agent.

(D) Repurchase of the Investor's interest in the Company by payment to the Investor of the full amount of the Gross Capital Contribution paid to such date, if the Managing Member fails to (i) place the Apartment Complex in service by December 2024 (ii) complete Final Closing by December 2024 (iii) achieve at least 50% of the aggregate projected LIHTC as set forth herein or (iv) achieve Breakeven Operations within 18 months of Substantial Completion (to be defined in the Operating Agreement) of the Apartment Complex.

8. **Representations and Warranties:** The Managing Member shall provide the representations and warranties to the Investor more particularly set forth in the Operating Agreement and currently has no basis to believe that such representations and warranties cannot be given at Closing. The Managing Member shall be



obligated to recertify to the continued truth and accuracy of such representations and warranties at the time of each installment of capital contributions.

9. Duties and Obligations: The Managing Member shall be obligated to assume the duties and obligations as are set forth in the Operating Agreement.

10. Legal Opinions: The Managing Member shall cause the attorneys for the Company to provide the legal opinions more particularly set forth in the Operating Agreement.

11. Sale or Conversion: Beginning 15 years from the date of the closing of the permanent mortgage loan, if the Investor requests the Managing Member to sell the Apartment Complex, the Managing Member will consent, provided such sale meets the approval of the lender and applicable tax credit agency. In the event the Managing Member does not consent to a sale at that time, the Managing Member will be granted an option to purchase the Apartment Complex at fair market value (as restricted by the uses mandated by the lender and the Tax Credit Agency). In the event that the Managing Member chooses not to exercise this purchase option, the Investor shall reserve the right to: (i) sell its interest in the Company to the Managing Member for \$1 or (ii) transfer its limited partnership interest in the Company to an affiliated entity. The Managing Member or its qualified non-profit designee will be granted a first right of refusal to purchase the Apartment Complex at the "Minimum Purchase Price" as defined in Section 42(l)(7) of the Internal Revenue Code.

12. Accountants and Financial Reporting: The "Accountants" for the Company shall be a Certified Public Accountant or such other firm reasonably acceptable to the Investor. Financial information will be required to be submitted to the Investor by the 30th day after the end of each quarter, for the first three calendar quarters of each year. Such financial information may be unaudited and may be prepared by the Managing Agent. Annual audited financial statements and tax information will be required to be submitted to the Investor by the Managing Member by February 15 of each year.

13. Removal Rights: The Investor shall have the right to remove the Managing Member for cause as will be set forth in the Operating Agreement. No removal right without cause shall exist.

14. Indemnity: In the Operating Agreement the Managing Member shall indemnify Investor and its officers, directors and affiliates for any untrue statement of a material fact or omission to state a material fact necessary to make any such statements, in light of the circumstances under which they were made, not misleading, by the Managing Member or their agents set forth in any document delivered by the Managing Member or their agents in connection with the acquisition of the Apartment Complex, the investment by the Investor in the Company and the execution of the Operating Agreement.

15. Reserve Requirements: The Company will be required to make an annual minimum deposit to a reserve for replacements in an amount equal to the greater of (i) \$300 per unit per year increasing annually by 3%, or (ii) the amount utilized in the underwriting of the mortgage loans by the lenders. The Investor may reasonably require that additional reserves be funded to cover potential cash deficiencies. The Operating Deficit Guaranty shall be increased by amounts withdrawn from the reserve for replacements during the Operating Deficit Period.

16. Due Diligence: TRG and the Investor will have the opportunity to perform, and you and your professionals will assist us in, the customary due diligence necessary in the acquisition of the Apartment Complex and of the investment by Investor in the Company. As a condition of closing, the Company shall provide the Investor information reasonably requested by the Investor, including without limitation, (i) market rental information, proving that the projected rents will be achieved and the rent up will occur within a reasonable absorption period, (ii) engineering report by an engineer acceptable to the Investor and (iii) a Phase 1 environmental report. The Company shall bear the costs of Investor's market study, engineering review and Investor's legal counsel. The cost to the Company of the Investor's due diligence expenses and legal counsel shall be determined at a later date and added to the Capital Contribution stated herein. A sample (but not exhaustive) list of due diligence documents will be provided at a later date. Additionally, approval of this transaction is subject to Investor satisfaction and completion of due diligence (including site visit, review, and investment committee approval), and receipt by the Company of a Low-Income Housing Tax Credits reservation or allocation approval from the appropriate state or local agency.

17. Operating Reserve: The Company will be required to fund a reserve equal to six (6) months operating expenses, replacement reserves, and debt service or as required by the lender.
18. Title Insurance: The Managing Member shall provide, at Company expense, title insurance in favor of the Company in an amount not less than the sum of (i) all mortgage loans, and (ii) the amount of the Capital Contribution with only those exceptions as may be approved by Investor.
19. Execution of Operating Agreement: As a condition to the Closing, the Managing Member will execute the Operating Agreement and any related documentation necessary to complete the transaction and the Guarantor must execute the Guaranty.
20. Hazard and Liability Insurance: As a condition to receipt of Installment No. 1 of Capital Contributions, the Company shall deliver evidence of hazard insurance from carriers acceptable to the Investor, in an amount equal to the replacement cost of the apartment improvements. The hazard insurance must include endorsements for inflation adjustment and code upgrade coverage. Liability insurance shall be in the amount of not less than \$5,000,000.
21. Escrows: To the extent not required by any mortgage lender, the Company shall maintain funds in a segregated escrow account, in an amount sufficient to pay all real estate taxes and insurance premiums when due.
22. Payment and Performance Bond or Letter of Credit: The Contractor shall provide one of the following (i) payment and performance bonds in form and substance satisfactory to Investor, in the full amount of the general contract naming the Company as obligee issued by a bonding company acceptable to Investor (ii) a letter of credit in the amount of not less than 15% of the general contract issued by a bank acceptable to Investor or (iii) a guarantee of the Contractor (or its principal) with a net worth of not less than \$5,000,000.
23. Brokers. Any and all fees due to any broker involved in this transaction will be the responsibility of the Managing Member. By executing this letter of intent, you represent and warrant that no broker has been involved in the negotiations among the Managing Member, its principals and TRG. You further acknowledge and agree that neither TRG nor the Investor shall be responsible for the payment of any brokerage fees in connection with the Investor's investment in the Project unless otherwise specifically agreed to in writing by TRG.

If the above is acceptable to the Managing Member, please execute a copy of this letter and return it to the Investor. In the event that Investor is not in receipt of an executed copy of this letter within thirty (30) days, this letter shall be considered withdrawn and shall be of no further force or effect.

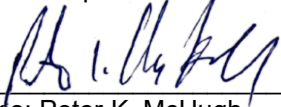
Upon the Investor's receipt of a fully executed copy of this letter, the Investor will commence the necessary action to deliver to you a copy of the proposed Operating Agreement and you shall be bound by all of the terms and provisions hereof. If prior to the expiration of the due diligence period Investor agrees to proceed with the transaction, but notwithstanding such agreement, the Managing Member (i) fails to negotiate the Operating Agreement or other closing documents in good faith and/or (ii) offers the limited partnership interest contemplated hereby to a third party, then the Managing Member shall be obligated to reimburse Investor and/or TRG for all fees, costs and expenses incurred by Investor and/or TRG in connection with this transaction, including without limitation, all legal fees and disbursements, engineering and other professional fees, site inspection fees, market study fees, appraisal fees, background investigation costs, and other due diligence costs and expenses.

The Closing of the acquisition of the limited partnership interest is subject to the availability of funds and the ability of TRG to identify an Investor. The Capital Contributions set forth in Paragraph 2 above may be recalculated or changed prior to the Closing to reflect rising interest rates or other changing market conditions and the Investor's then – current yield requirements. This letter shall be governed by and construed in accordance with the internal laws of the State of Connecticut. This agreement shall not create any liability on the part of TRG or the Investor. All rights and obligation of the Investor shall be set forth in the Operating Agreement and shall not be binding on the Investor until the Investor delivers a fully executed copy of the Operating Agreement to the Managing Member.

Notwithstanding anything to the contrary contained herein, the provisions of this letter represent the entire understandings of TRG, the Investor, the Managing Member and/or the Company with respect to the matter hereof, and all prior understandings, agreements and representations with respect thereto whether written or oral are superseded hereby and merged herein. None of the provisions of this letter may be waived or modified unless such waiver or modification is in writing and signed by the parties hereto and approved by TRG's counsel. No oral agreements shall ever be binding on TRG and/or the Investor.

Sincerely,

The Richman Group Affordable Housing Corporation

By:   
Name: Peter K. McHugh  
Title: Executive Vice President

Agreed to and accepted as of

\_\_\_\_\_, 2022  
by the undersigned

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

# USDA Mortgage Assumption Evidence

### LOAN AGREEMENT

- RRH Loan to a Partnership Operating on a Profit Basis
- RRH Loan to a Limited Partnership Operating on a Profit Basis
- RRH Loan to a Partnership Operating on a Limited Profit Basis
- RRH Loan to a Limited Partnership Operating on a Limited Profit Basis

1. Parties and Terms Defined. This agreement dated November 12, 1999 of Birch Island the Limited Partnership, a Partnership, duly organized and operating under of Virginia the Commonwealth

herein called "Partnership", whose post office address is 4400 East West Hwy, Bethesda, MD 20814, with the United States of America acting through the Rural Housing Service or a successor agency, United States Department of Agriculture, herein called "the Government", is made in consideration of a loan, herein called "the loan", to Partnership in the amount of \$ 1,244,532.49 made or insured, or to be made or insured, by the Government

pursuant to section 515(b) of the Housing Act of 1949 to ~~assist~~ <sup>assume</sup> 48 family units project. The loan may be sold and insured by the Government. The loan shall be used solely for the specific eligible purposes for which it is approved by the Government in order to provide rental housing and related facilities for eligible occupants, as defined by the Government in rural areas. Such housing, facilities, and the land constituting the site are herein called "the housing". The indebtedness and other obligations of the Partnership under the note evidencing the loan, the related security instrument and any related agreement are herein called the "loan obligations".

2. Execution of Loan Instruments. To evidence the loan the Partnership shall issue a promissory note (herein referred to as "the note"), signed by the Partnership, on behalf of the Partnership for the amount of the loan, payable in installments over a period of 30 years, bearing interest at a rate, and containing other terms and conditions, prescribed by the Government. To secure the note or any indemnity or other agreement required by the Government. The Partnership is to execute a real estate security instrument giving a lien upon the housing and upon such other real property of the Partnership as the Government shall require, including an assignment of the rents, subsidies, revenues and profits as collateral security to be enforced in the event of any default by the Partnership, and containing other terms and conditions prescribed by the Government. The Partnership is to execute any other security instruments and other instruments and documents required by the Government in connection with the making or insuring of the loan. The indebtedness and other obligations of the Partnership under the note, the related security instrument, and any related agreement are herein called the "loan obligation."

3. Equal Opportunity and Nondiscrimination Provisions. The General Partners are hereby authorized and directed to execute on behalf of the Partnership (a) any undertakings and agreements required by the Government pursuant to Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988 related to Fair Housing regarding nondiscrimination in the use and occupancy of housing, (b) Form RD 400-1 entitled "Equal Opportunity Agreement", including an "Equal Opportunity Clause" to be incorporated in or attached as a rider to each construction contract the amount of which exceeds \$10,000 and any part of which is paid for with funds from the loan, and (c) Form RD 400-4, entitled "Assurance Agreement (under Title VI, Civil Rights Act of 1964)", a copy of which is attached hereto and made a part hereof, and any other undertakings and agreements required by the Government pursuant to lawful authority.

4. Borrower Contribution. The amount of \$ 65,800 to be contributed by the Partnership from its own funds for the land purchase or development will be placed or deposited with the lender and dispersed prior to any disbursement of interim loan funds or any loan funds from the Government.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0047. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

5. Accounts for Housing Operations and Loan Servicing. The Partnership shall establish on its books the following accounts, which shall be maintained so long as the loan obligations remain unsatisfied: a General Operating Account, a Tenant Security Deposit Account and a Reserve Account.

a. General Operating Account. By the time the Government loan is closed or interim funds are obtained, whichever occurs first, the Partnership shall provide cash from the Borrower's own funds in an amount totaling \$ n/a. Use of deposited cash will be in accordance with 7 CFR part 1930, subpart C or any successor regulation.

b. Reserve Account. Transfers at a rate not less than \$ 12,420 annually shall be made to the

Reserve Account until the amount in the Reserve Account reaches the minimum sum of \$ 124,200 or such higher amount later agreed to by the Government and shall be resumed at any time when necessary, because of disbursements authorized by the Government from the Reserve Account to restore it to said sum. Withdrawal and use of funds deposited to this account will be in accordance with 7 CFR part 1930, subpart C or any successor regulation. With prior consent of the Government, funds in the Reserve Account may be used by the Partnership:

1) To pay dividends to the partners of up to 8 percent per annum of the borrower's initial investment of \$ 65,800 provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will be not less than that required by this section to be accumulated by that time (less any disbursements authorized by the Government), and (b) the amount in the Reserve Account will likely not fall below that required to be accumulated during the next 12 months.

~~2) To pay dividends to partners or for any other purpose decided by the Partnership, provided the Partnership determines that after such disbursement (a) the amount in the Reserve Account will not be less than that required by this section to be accumulated by that time (less any disbursements authorized by the Government), and (b) the amount in the Reserve Account will likely not fall below that required to be accumulated during the next 12 months.~~

Initialed BY \_\_\_\_\_

6. Regulatory Covenants. So long as the loan obligations remain unsatisfied, the Partnership shall comply with all appropriate regulations of the Government and shall:

a. Impose and collect such fees, assessments, rents, and charges that the income of the housing will be sufficient at all times for operation and maintenance of the housing, payments on the loan obligations, and maintenance of the accounts herein provided for.

b. Establish and maintain complete books and records relating to the housing's financial affairs, cause such books and records to be audited at the end of each fiscal year, promptly furnish the Government without request a copy of each audit report, and permit the Government or its representative to inspect such books and records at all reasonable times.

c. If required or permitted by the Government, revise the accounts herein provided for, or establish new accounts, to cover handling and disposition of income from and payment of expenses attributable to the housing or to any other property securing the loan obligations, and submit regular and special reports concerning the housing or financial affairs.

d. Agree that if any provisions of its organizational documents or any verbal understandings conflict with the terms of this loan agreement, the terms of the loan agreement shall prevail and govern.

e. Unless the Government gives prior consent:

1) Not use the housing for any purpose other than as rental housing and related facilities for eligible occupants.

2) Not enter into any contract or agreement for improvements or extensions to the housing or other property securing the loan obligations.

3) Not change the membership by either the admission or withdrawal of any general partner(s) nor permit general partner(s) to maintain less than an aggregate of 5 percent financial interest in the organization nor cause or permit voluntary dissolution of the Partnership nor cause or permit any transfer or encumbrance of title to the housing or any part thereof or interest therein, by sale, mortgage, lease, or otherwise.

4) Not borrow any money, nor incur any liability which would have a detrimental effect on the housing.

f. Submit for the housing the required reports as per 7 CFR part 1930, subpart C or any successor regulation to the Government for prior review.

g. If required by the Government, modify and adjust any matters covered by clause (f) of this section.

h. Comply with all its agreements and obligations in or under the note, security instrument, and any related agreement executed by the Partnership in connection with the loan.

i. Not alter, amend, or repeal without the Government's consent this agreement or the Partnership Agreement, which shall constitute parts of the total contract between the Partnership and the Government relating to the loan obligations.

j. Take other action as may be required by the Government in connection with the operation of the housing, or with any of the Partnership's operations or affairs which may affect the housing, the loan obligations, or the security.

k. If the return on investment for any year exceeds 8 percent annum of Partnership's initial investment of \$ 65,800, the Government may require that the borrower reduce rents the following year and/or refund the excess return on the investment to the tenants or use said excess in a manner that will best benefit the tenants.

7. General Provisions.

a. It is understood and agreed by the Partnership that any loan made or insured will be administered subject to the limitations of the authorizing act of Congress and related regulations, and that any rights granted to the Government in this agreement or elsewhere may be exercised by the Government in the Government's sole discretion.

b. The provisions of this agreement are representations to the Government, to induce the Government, to make or insure a loan to the Partnership as aforesaid. If the Partnership should fail to comply with or perform any provision of this agreement or any requirement made by the Government pursuant to this agreement, such failure shall constitute default as fully as default in payment of amounts due on the loan obligations. In the event of such failure, the Government at its option may require specific performance, declare the entire amount of the loan obligations immediately due and payable and, if such entire amount is not paid forthwith, may take possession of and operate the housing and proceed to foreclose its security and enforce all other available remedies, or take such other action as it deems necessary to enforce the provisions of this agreement.

c. Any provisions of this agreement may be waived by the Government in its sole discretion, or changed by agreement between the Government and the Partnership to any extent such provisions could have been foregone or agreed to in amended form, initially.

d. Any notice, consent, approval, waiver or agreement must be in writing.

e. This loan agreement shall be subject to the present regulations of the Government and to its future regulations and provisions hereof.

f. The Partnership agrees that no person with a disability will be subjected to discrimination in employment or denied the benefits of the housing because of such disability. It will comply with the requirements of the Fair Housing Act, 42 U.S.C. 3601 et seq., the Fair Housing Amendments Act of 1988, the Rehabilitation Act of 1973, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and the implementing regulations of the Department of Agriculture, 7 CFR part 15b.

g. This agreement may be cited in the security instrument and any other instruments as the "Loan Agreement" of November 12, 1999.

BIRCH ISLAND LIMITED PARTNERSHIP  
PARTNERSHIP NAME


By:

cc: Incessid By: Stanton Jewell

Dir MFH Programs

Rural Housing Service

BY: Birch Island LLC, General Partner

BY:   
ROBERT MARGOLIS, Member



**Attachment to Loan Agreement  
BIRCH ISLAND Limited Partnership**

**“The borrower and any successors in interest agree to use the housing for the purpose of housing people eligible for occupancy as provided in Section 514 or Section 515 of Title V of the Housing Act of 1949, as amended, and FmHA regulations then extant during this 20 year period beginning November 12, 1999. Until November 12, 2019, no eligible person occupying the housing shall be required to vacate, or any eligible person wishing to occupy shall be denied occupancy without cause. The borrower will be released from these obligations before that date only when the Government determines that there is no longer a need for such housing, or that such other financial assistance provided the residents of such housing will no longer be provided due to no fault, action or lack of action on the part of the borrower. A tenant or individual wishing to occupy the housing may seek enforcement of this provision, as well as the Government.”**

# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing



# Tenant Disclosure Form – Acknowledgement of Free Renter Education Through Virginia Housing

## Addendum to Lease Agreement

Virginia Housing provides a variety of free resources that can assist tenants throughout their time within a multi-family rental community. Some of the resources have been highlighted as follows:

1. **Renter eBook:** Virginia Housing offers a comprehensive guide on how to be a successful renter via the following link: <https://www.virginiahousing.com/renters/education>
2. **Fair Housing Resources:** Federal and state fair housing laws protect renters from discrimination. Information and questions a tenant may have pertaining to federal Fair Housing Law and regulations can be answered online through the Virginia Fair Housing Office via the following link: [https://www.dpor.virginia.gov/FairHousing/#About\\_Fair\\_Housing\\_Law](https://www.dpor.virginia.gov/FairHousing/#About_Fair_Housing_Law)
3. **Online Courses:** Tenants have access to register to a variety of free online courses through Virginia Housing’s Learning Center. The following link for registration is provided: <https://vhdalearningcenter.mkscloud.com/idserv/login/login?signin=19e12263ba7f0af66f195aabb58956d3>
4. **Renter Rights and Responsibilities:** As a renter in Virginia, you as a tenant have legal protections under the Virginia Residential Landlord and Tenant Act (VRLTA). These include the right to privacy, a fair application fee and a certain level of security, among others. A full list of renter rights and responsibilities is provided through the Virginia Law Information System via the following link: <https://law.lis.virginia.gov/vacode/title55.1/chapter12/>
5. **Quick Links:** Additional resources are provided to the tenant on Virginia Housing’s website at the following link: <https://www.virginiahousing.com/renters/education>

By signature below, I/We acknowledge that I/We have been notified of the availability of free Renter Education from Virginia Housing. Signature is also confirmation that I/We have received adequate disclosure by the development and management agents of the property in which I reside of the materials the Housing Authority makes available to me as a tenant and renter of multi-family housing.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
Date



# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

**RIGHT OF FIRST REFUSAL AGREEMENT**  
**(Birch Island Apartments)**

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of March 4<sup>th</sup>, 2022 by and among **BIRCH ISLAND APARTMENTS TM LCC**, a Virginia limited liability company (the “Owner” or the “Company”), **PETERSBURG COMMUNITY DEVELOPMENT CORPORATION, INC.**, a Virginia non-stock nonprofit corporation (the “Grantee”), and is consented to by **BIRCH ISLAND TMG MANAGER LLC**, a Virginia limited liability company (the “Managing Member”), **[INVESTOR ENTITY]**, a [[\_\_\_\_\_]\_\_\_\_\_] limited liability company (the “Investor Member”) and **[\_\_\_\_\_] SPECIAL LIMITED PARTNER, L.L.C.**, a [\_\_\_\_\_]\_\_\_\_\_] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 48-unit apartment project for families located in Wakefield, Sussex County, Virginia and commonly known as “Birch Island Apartments” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any

reserves of the Partnership that is required by the Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14<sup>th</sup>) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,  
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and

(ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

#### Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the County of Sussex, Virginia not later than the

timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS,**" latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase



A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an “option to purchase” pursuant to Section 42(i)(7) of the Code as opposed to a “right of first refusal” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

#### Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(iii) If to the Grantee, Petersburg Community Development Corporation, Inc., 555 S South Street, Petersburg, VA 23803; and

#### Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable “Rule Against Perpetuities” by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority (“Virginia Housing”) shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

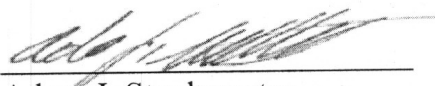
**OWNER:**

**BIRCH ISLAND APARTMENTS TM LLC**, a Virginia limited liability company

By: Birch Island TMG Manager LLC, a Virginia limited liability company, its Managing Member

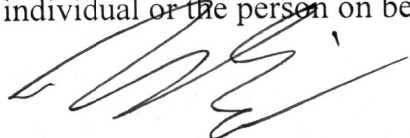
By: TMG I LLC, a Virginia limited liability company, its Manager

By: AS Squared, LLC, a Virginia limited liability company, its Manager

By:   
Adam J. Stockmaster  
Manager

STATE OF MARYLAND )  
 )  
COUNTY OF MONTGOMERY )

On March 8, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **Adam J. Stockmaster**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Manager AS Squared, LLC, a Virginia limited liability company, the Manager of TMG I LLC, a Virginia limited liability company, the Manager of the Birch Island TMG Manager LLC, which is the Managing Member of **Birch Island Apartments TM LLC** and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public

Commission expires: 12/20/23

Registration No.: \_\_\_\_\_



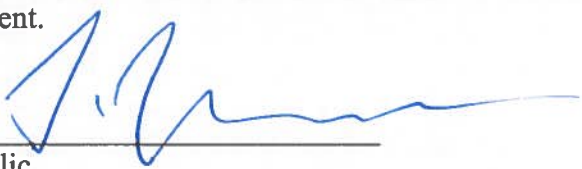
**GRANTEE:**

**PETERSBURG COMMUNITY  
DEVELOPMENT CORPORATION, INC., a  
Virginia non-stock nonprofit corporation**

By:   
Name: James Hendricks  
Title: Executive Director

*New Hampshire*  
~~STATE of Vermont~~  
~~COMMONWEALTH OF VIRGINIA~~ )  
CITY/COUNTY OF Grafton )

On March 8, 2022 before me, the undersigned, a notary public in and for said state, personally appeared James Hendricks, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Executive Director of Petersburg Community Development Corporation, Inc., and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public

Commission expires: 05/19/2026

Registration No.: \_\_\_\_\_




The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**MANAGING MEMBER:**

**BIRCH ISLAND TMG MANAGER LLC**, a Virginia limited liability company

By: TMG I LLC, a Virginia limited liability company, its Manager

By: AS Squared, LLC, a Virginia limited liability company, its Manager

By:   
Adam J. Stockmaster  
Manager

STATE OF MARYLAND )  
 )  
COUNTY OF MONTGOMERY )

On March 8, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Adam J. Stockmaster, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Manager of AS Squared, LLC, a Virginia limited liability company, Manager of TMG I LLC, the Manager of Birch Island TMG Manager LLC, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

Commission expires: 12/29/23

Registration No.: \_\_\_\_\_



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**INVESTOR MEMBER:**

[INVESTOR ENTITY], a  
[ ] [ ] limited liability company

By: [ ]

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

**SPECIAL MEMBER:**

[ ] [ ] **SPECIAL LIMITED  
PARTNER, L.L.C.**, a [ ] [ ] limited  
liability company

By: [ ], LLC, a [ ] [ ]  
limited liability company, its manager

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

STATE OF \_\_\_\_\_ )  
 )  
CITY/COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, the undersigned, a notary public in and for said state, personally appeared [ ], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [ ], the manager of [Investor Entity], a [ ] limited liability company, and [ ] **Special Limited Partner, L.L.C.**, a [ ] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Commission expires:

**EXHIBIT A**

**LEGAL DESCRIPTION**

[insert legal]



## Legal Description

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

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

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

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

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

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

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

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)

- Resident Internet Education Information
- Draft Resident Acknowledgement Form
- Internet Security Plan



# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



# Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



# Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

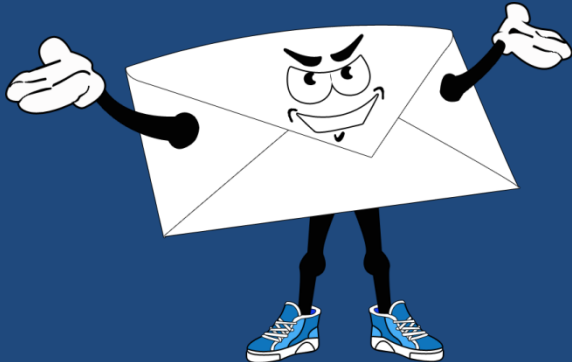
# Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.





# Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

# Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



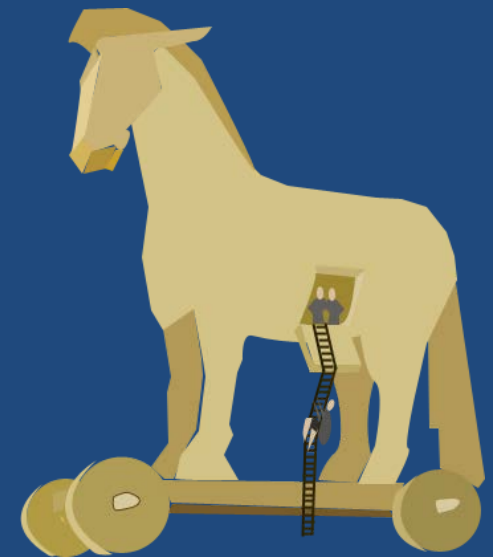
# Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





# Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

# Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

# Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/12/technology/personaltech>





# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

# Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

# How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as [www.kidzworld.com](http://www.kidzworld.com). Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





# Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



# Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

# Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





# The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.





# Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



# About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



# About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

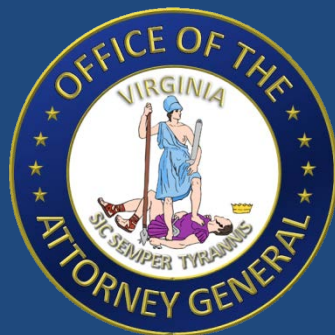
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

**REMEMBER:** You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

# Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:  
Office of the Attorney  
General

202 North Ninth Street  
Richmond, Virginia 23219

(804) 786-2071

[www.ag.virginia.gov](http://www.ag.virginia.gov)

**WiFi Internet Service Resident Acknowledgement Form**

RESIDENT(S):	LANDLORD:	UNIT ADDRESS:
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This form is an Addendum and is hereby incorporated and made a part of the Lease Contract and sets out the terms and conditions on which wireless internet service (WIFI) is provided free of charge. By signing this Addendum, you acknowledge that your apartment is equipped with a device that provides WIFI internet service broadcasted throughout the unit for your use, you acknowledge that you have received the Resident Internet Education Information Manual from an onsite management team member, you acknowledge that you have received and reviewed the Free Wifi Internet Service Terms, and you agree to the Free Wifi Internet Service Terms.

The service provided includes internet speed of 10MB download/3MB upload and may vary at peak times of the day. Should you wish to purchase your own internet service for your unit, you will need to contact the provider \_\_\_\_\_ at \_\_\_\_\_

You further acknowledge that this service may not be uninterrupted, error-free, nor guarantee the security of the service and/or harmful applications your device may be exposed to.

Resident(s) must not use the service for any unlawful or inappropriate purposes. Management reserves the right to terminate this service without notice at any time.

Resident(s) agree to report any repairs or maintenance needed to this equipment directly to an onsite management team member. Should resident(s) cause damage to the equipment or remove the equipment from the dwelling, management will assess the cost and resident(s) must pay management for damages and/or the actual cost of replacement of the equipment device. If not previously paid, management will assess the cost against the resident's security deposit and/or account statement upon move-out.

Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date
Authorized Agent for Owner	Date		



## Resident Internet Education Information

### Free Wifi Internet Service Terms

Date Last Modified: -13-2019

Welcome home to your new apartment! Below you will find the information needed to connect to the free WIFI internet service provided in your unit ("Service"), which is provided to you by \_\_\_\_\_ . By using this Service or by clicking "accept" or "agree", you are agreeing to the terms of these Free Wifi Internet Service Terms ("Terms"). IF YOU DO NOT WANT TO AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SERVICE.

Wireless SSID: \_\_\_\_\_

Wireless Password: \_\_\_\_\_

#### 1. Extent of the Service

1.1 We do not recommend in particular the use of any websites (or other internet related services) Service and your use of Service is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Service you access and do not guarantee that the Service is error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics, we do not examine the use to which you put the Service or the nature of the information you send or receive.

1.5 We do not guarantee:

1.5.1 the availability of the Service;

1.5.2 the speed at which information may be transmitted or received via the Service; or

1.5.3 that the Service will be compatible with your equipment or any software which you use.

1.6 While we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilizing the Service and you accept that it is your responsibility to protect your information and have adequate security in terms of equipment and procedures to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

## 2. Your Use of the Service

2.1 You must not use the Service to access Service, or send or receive e-mails, or otherwise transfer, stream or transmit content which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material that is text, pictures, films, video clips of a sexually explicit nature

2.1.4 contain offensive or derogatory images regarding sex, race, religion, color, origin, age, physical or mental disability, medical condition or sexual orientation

2.1.5 contain material which infringe third party's rights including intellectual property rights

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business or

2.1.7 are otherwise unlawful or inappropriate

2.2 Music, video, pictures, text and other content on the internet are copyrightable works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorized its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.2 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for personal, non-commercial use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 2.5

## 3. Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offense, either in the United States or in any jurisdiction throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities, and by using the Service you consent to our compliance with such requirements.



3.3 You agree and acknowledge that we may keep a log of the Internet Protocol "IP" addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have whether pursuant to clause 3.3 or otherwise, and are entitled to provide by law, to law enforcement authorities or rights-holders. YOU WAIVE AND AGREE TO HOLD HARMLESS US AND OUR AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

#### 4. Other Terms

4.1 You agree to indemnify, defend, hold harmless, and compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the Service in breach of these Terms, including but not limited to clauses 2.1 to 2.2 and 3.1 above.

4.2 We reserve the right to amend, alter, or modify these Terms at any time.

## Internet Security Plan – Birch Island Apartments

For basic issues and education on internet security this will be handled by onsite staff.

Basic security issues include:

- WIFI Password reset assistance
- Reset Cox provided device to factory settings at each unit turn
- Staff will not troubleshoot computers issues only issues related to the device and its security provided by cox.

Not basic security issues that will be triaged with Cox support include:

- Copyright issues
- Illegal downloading copyrighted files

Below are a list of Security features that would come with the Cox managed internet per unit service

Baseline Privacy Interface Plus (BPI+)

Stateful Packet Inspection Firewall (SPIF)

Customizable firewall security levels

Intrusion detection and prevention

Multilevel access policy

Security and service segregation per SSID

Parental control - URL-based website filtering and Time based access control

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

**Birch Island Apartments**  
**Wakefield, Sussex County, Virginia**

**Marketing Plan for Units Meeting Accessibility Requirements of HUD Section 504**

This marketing plan has been developed for the units in this apartment development that will be fully renovated to meet the accessibility requirements of HUD Section 504 (the "Marketing Plan"). This Marketing Plan has been designed to convey to current and potential residents with disabilities, that **Birch Island Apartments** will continue to be a unique rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. This plan will address ways in which property management will endeavor to secure and actively market the project to qualified tenants that are mobility impaired or developmentally disabled and likely will be served well by the features of a HUD Section 504 designed units. In addition, management will ensure quality tenancy, and effective management of the property.

The Management Agent will be responsible for the management of **Birch Island Apartments** as well as the marketing efforts to mobility impaired and/or developmentally disabled persons. The Management Agent will be responsible for all of the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications.

**I. Affirmative Fair Housing Marketing**

The Management Agent is pledged to the letter and the spirit of the USDA – Rural Development policy of the achievement of equal housing opportunity throughout the Nation's rural communities and will actively promote fair housing in the development and marketing of this project. Management Agent, it's Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, age, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act.

Any employee who has discriminated in the acceptance of a resident will be subject to disciplinary actions which may include dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income, and conformity with the requirements of the USDA – Rural Development, Section 8 and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure. Any resident who has questions not answered by the leasing staff will be referred to the Supervisor of the site staff.

All 504 designated units will be continually marketed on an ongoing basis. These units will be held vacant for at least 60 days in accordance to Virginia Housing Development Authorities' guidelines. Any move/relocation that is a result of accommodating a temporary/non-disabled tenant will be paid for by the owner of the Apartment Community.

## **II. Marketing and Outreach**

Locating people with disabilities to occupy the units meeting accessibility requirements of HUD Section 504 will be accomplished as follows:

### **1. Networking**

The Management Agent will contact local centers for independent living and disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

**Sussex County Department of Social Services 434-246-1083**

<http://www.sussexcountyva.gov/departments/social-services-department/>

**Sussex County Health Department –Crater Health District 434-246-8611**

<http://www.sussexcountyva.gov/departments/health-department/>

**District 19 Community Services Board 434-634-5181**

<http://www.d19csb.com/>

**Virginia Family Special Education Connection**

<https://vafamilysped.org>

**Virginia Department of Medical Assistance Services 804-786-7933**

<http://www.dmas.virginia.gov/>

**Virginia Department of Behavioral Health & Developmental Services 804-786-3921**

<http://www.dbhds.virginia.gov/>

### **2. Print Media**

Print media sources will also be identified in the **Wakefield/Sussex County** area that cater to people with disabilities as well as the public at large. These typically include The Virginia Gazette and other local, minority oriented newspapers. Other sources may include, but are not limited to, rental magazines such as the Apartment Shoppers Guide, Apartments For Rent, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo type, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

### **3. Resident Referrals**

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. Residents will be offered incentives, to be determined, for referring

qualified applicants who rent at the property. Flyers will be distributed to residents along with the project newsletter announcing the tenant referral program.

#### 4. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo.

These marketing materials include:

Brochures - A simple, two color brochure can be produced at low cost which will effectively sell the apartments and community. This brochure will include the floor plans, a listing of features and amenities. The floor plans should be printed in as large a format as possible.

Flyers - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic. As such, each flyer should include a special offer with a deadline.

Internet – Listing on [VirginiaHousingSearch.com](http://VirginiaHousingSearch.com)

### III. Public and Community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Supervisor of the site staff at the Management Agent directly. The Management Agent encourages and supports an affirmative fair housing marketing program as required by USDA – Rural Development in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical or mental handicap, political affiliation, source of income, or place of residence or business.

### IV. Preference for Persons with Intellectual or Development Disability

First Preference will be given to persons with an intellectual or development disability (ID/DD) as determined by the Virginia Department of Medical Assistance Services (DMAS) or the Virginia Department of Behavioral Health and Developmental Services (DBHDS). This will be accomplished by obtaining tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or the Virginia Department of Behavioral Health and Developmental Services (DBHDS), subject to appropriate federal approval.

Struggling to pay rent due to COVID-19? Learn how your payments may be covered by a new state program. Landlords click here.

Login | English | Español | Printer Friendly |  Select Language 

# VirginiaHousingSearch.com

AFFORDABILITY CALCULATOR RESOURCES FIND HOUSING LIST HOUSING

Birch Island Apts I  
10322 Penny Ln - Wakefield, VA 23888



[↓ Report an Issue ↓](#)

## \$589

Negotiable Deposit \$589

### Waiting List

One Year Lease

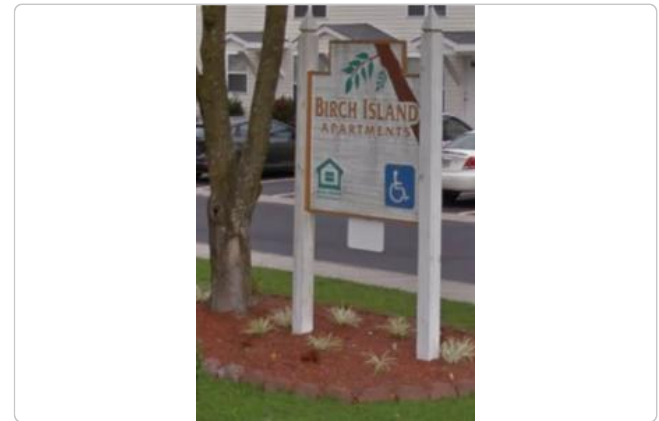
Utilities Included: Water, Sewer, Trash Pickup

Application Fee: \$12 Per Adult 

Credit Check  : YES Criminal Check  : YES

1 Bed • 1 Bath • Apartments

601 sq.ft. • Built 1984 (approx.)



Contact Birch Island,  
Phone [757-899-4803](tel:757-899-4803)  
Address 10322 Penny Lane  
Wakefield, VA 23888



### Basic Features

Pets Not Allowed 

Smoking Allowed 

Trash Service Yes

School District Sussex County Public Schools

Flooring	Carpet, Tile
Other Features	Lawn Care Included


### Appliances

Microwave	None
Refrigerator / Freezer	Freezer On Top
Clothes Washer	No Hookup
Clothes Dryer	No Hookup
Laundry Room / Facility	On Site
Other Appliances	Miniblinds

### Utilities

Air Conditioner	Central
Heating Type	Electric
Water Heater	Electric

### Specialized Information

Listing ID	309439
Familiar with Section 8 process	Yes 
Tax Credit Property	No 
Seniors Only	No 


### Accessibility

Counter/Vanity	Standard Height Counters and Vanity
Door/Faucet Handles	Unknown



### Kitchen & Bath Accessibility

Kitchen	Standard	<a href="#">↓ Comprehensive List ↓</a>
Bathroom	Standard	<a href="#">↓ Comprehensive List ↓</a>

### Safety

Lead-free / Passes Lead Safe Guidelines	Yes 
<a href="#">↳ Learn More</a>	<a href="#">HUD Lead Paint Guidelines</a> <a href="#">Lead Paint Disclosure Rule</a>
Fire Safety	<ul style="list-style-type: none"> <li>• Smoke Detector</li> <li>• Carbon Monoxide Detector</li> <li>• Fire Extinguisher</li> </ul>

### Parking and Entry

Parking Type	Off Street
Parking in Front of Entrance	Yes
Entry Location	From Outside
Unit Entry	Flat or no-step entry 
Unit Minimum Door Width	Unknown
Other Entry Options	<ul style="list-style-type: none"> <li>• Deadbolt on Entry Door</li> <li>• Unit on First Floor </li> <li>• Multi Story Unit </li> </ul>
Shopping Venues	Within One Mile
Grocery Shopping	Within One Mile

### Nearby Services

--	--



Pharmacy

Within One Mile

### Comments

Owner/Manager Comments

Open 8:30Am Mon-Fri And by appointments Saturday



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This specific page meets the above validation levels.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

N/A

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

**SWAM CONTRACT CERTIFICATION**  
(TO BE PROVIDED AT TIME OF APPLICATION)

**LIHTC Applicant Name** Birch Island Apartments TM LLC

**Name of SWaM Service Provider** Retnauer Baynes Associates, LLC.

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.***

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
  - consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date;
  - general contractor;
  - architect;
  - property manager;
  - accounting services; or
  - legal services.
  
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.


Retnauer Baynes Associates, LLC (RBA) is the intended Architect for the rehabilitation of Birch Island Apartments. RBA was formerly engaged by the Development Team over February 10, 2022, to provide Submittal Services for the the 9% Virginia Housing Tax Credit Application cycle. Upon award of Low-Income Housing Tax Credits by Virginia Housing, RBA Architects will provide a full suite of services covering deeper fieldwork, plumbing, mechanical and electrical design services, structural design services, construction administration services, permitting services, and other items required by Owner until stabilization. The length of the contract term will be extended until stabilization after an award has been granted by the Authority to Birch Island Apartments TM LLC.

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Birch Island Apartments TM LLC  
Name of Applicant

  
Signature of Applicant

Adam J. Stockmaster, Manager  
Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Retnauer Boynes Associates  
Name of SWaM Certified Service Provider

  
Signature of SWaM Certified Service Provider

Thomas Retnauer President  
Printed Name and Title of Authorized Signer

## Retnauer Baynes Associates, LLC

Sandra Baynes  
432 South Battlefield Boulevard  
Chesapeake, VA 23322  
Phone: (757) 546-2471  
Fax: (757) 546-3812  
[sbaynes@rbapc.com](mailto:sbaynes@rbapc.com)  
[www.rbapc.com](http://www.rbapc.com)

Certification Number: 675902

### SWaM Certification Type:

Small Start Date: 10-01-2018

Micro Start Date: 10-01-2018

Women-Owned Start Date: 10-01-2018

Minority-Owned Start Date: 10-01-2018

Business Ethnicity: Black or African American

SWaM Expiration Date: 10-01-2023

### NIGP Code and Description:

90600 ARCHITECTURAL SERVICES,  
PROFESSIONAL

90610 Buildings - Architectural Design

92500 ENGINEERING SERVICES,  
PROFESSIONAL

Pcard: Y

Business Category: Architectural and Engineering Services



# **Tab AA:**

Priority Letter from Rural Development



Rural Development

March 1, 2022

Jonathan D. Bell  
Director

Processing and  
Report Review  
Branches

Production and  
Preservation Division  
Multifamily Housing

Rural Housing Service

Mr. Adam J. Stockmaster  
Birch Island Apartments TM, LLC  
1375 Piccard Drive, Suite 150  
Rockville, MD 20850

RE: Birch Island LP -Transferor  
Birch Island Apartments TM, LLC -Transferee  
Birch Island Apartments  
Tax Credit Support Letter

Dear Mr. Stockmaster:

This letter is to confirm that you have informed the Rural Housing Service (RHS) of your intention to transfer the ownership of Birch Island Apartments to Birch Island Apartments TM, LLC, once it has been determined eligible for ownership of the property by the RHS.

We understand you intend to apply for Federal Low-Income Housing Tax Credits from the Virginia Department of Housing & Community Development in order to acquire and rehabilitate the property.

We understand that you intend to submit a transfer and assumption application to the RHS for our consideration. The RHS outstanding loan balance as of today is \$1,484,314.02. This loan balance is subject to change at the time of the transfer. The transfer will be at new rates and terms. As of today, our current interest rate is 2.50%, under current program parameters this would be reduced to the 1.00% interest credit rate should all other components of the transaction be found acceptable to the RHS. Depending on the economic useful life of the property, the term may be up to 30 years with an amortization period up to 50 years.

The project appears to be feasible, subject to the submission and review of a complete application, underwriting of the transaction, and completion and concurrence of all required due diligence items. At closing, the new borrower will be required to execute a new restricted use provision and the property will be required to operate in accordance with 7 CFR part 3560 - Direct Multi-Family Housing Loans and Grants.

If you have any questions regarding the above, please feel free to contact Traci Bondarenko, Finance and Loan Analyst at (469) 678-3705 or email at [traci.bondarenko@usda.gov](mailto:traci.bondarenko@usda.gov).

Sincerely,

**JONATHAN BELL** Digitally signed by JONATHAN BELL  
Date: 2022.03.01 16:09:09 -06'00'

JONATHAN D. BELL  
Director

cc: Sharon Panunti, Field Operations Division

# **Tab AB:**

Socially Disadvantaged Population  
Documentation

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Bree A. Stockmaster

LIHTC Applicant Name Birch Island Apartments TM LLC

Part II, 13VAC10-180-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

**INSTRUCTIONS:**

***Please complete either IA or 1B and also provide a complete response to II. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.***

I. SOCIAL DISADVANTAGE

(Complete only Section I(A) OR I(B) and then acknowledge II below)

A. I am claiming social disadvantage because of my identification as a:

Black American

Hispanic American

Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

B. \_\_\_\_\_ I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

II. **Ownership and Control**

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

Bree Stockmaster is the 100% owner of Cofresi Development LLC, which is the sole member of Birch Island Cofresi LLC. Birch Island Cofresi LLC owns 25% of Birch Island Apartments TM LLC, the applicant entity.

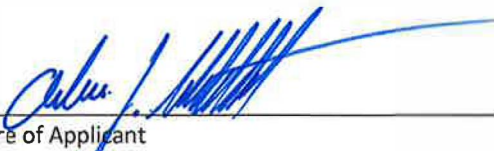
[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.


APPLICANT:

Birch Island Apartments TM LLC  
Name of Applicant

  
Signature of Applicant

Adam J. Stockmaster, Birch Island TMG Manager LLC,  
Managing Member, TMG I LLC, Manager, AS Squared  
LLC, its Manager  
Printed Name and Title of Authorized Signer

PRINCIPAL:

  
Signature of Qualifying Principal

Bree Stockmaster, Birch Island Cofresi LLC, Member  
Cofresi Development LLC, its manager  
Printed Name and Title of Qualifying Principal