

# Federal Housing Credit Manual

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1/1/2024



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# 1. Schedule for 2024

Below is the schedule for the 2024 Federal Housing Credit cycle. These dates are approximate and may be subject to change. **All deadlines are 12 p.m.**

Date	Description
January 4, 2024	<a href="#">Locality Notification Information (LNI) Deadline</a> (4% Round 1)
January 25, 2024	4% Application Deadline
February 1, 2024	LNI (9%)
March 14, 2024	9% Competitive and Accessible Supportive Housing (ASH) Application Deadline
March 21, 2024	9% Competitive and Accessible Supportive Housing (ASH) Applications Posted to the Website
May 16, 2024	Preliminary Rankings Announced /Begin Comment Period
May 23, 2024	End Comment Period, Begin Rebuttal
May 23 & 30, 2024	End Rebuttal
June 13, 2024	Post Final Rankings
June 26, 2024	Review Final Rankings with Virginia Housing Board of Commissioners
June 27, 2024	4% Round 2 - Locality Notification Information Due by Noon
Early to mid-July, 2024	Virginia Housing mails reservation documents including Agreement, Contract to Enforce Representations, Extended Use Agreement, and Gross Floor Rent Election.
July 18, 2024	HOTC/4% Application Deadline
September 1-30, 2024	Time frame to submit credit refresh requests
September 26, 2024	Allocation Applications Due
Mid-November, 2024	Finalize 2024 Allocations

Note: 10% tests are due 30 days prior to the 12-month deadline for meeting the expenditure test. This is to ensure the test will be met. Please contact the Tax Credit Allocation department if you have any concerns with meeting this deadline.

## 2. Errors to Avoid

### 1. Never type '# and #' Stories; give us the largest amount.

- a. Number of Buildings (Containing Rental Units) ..... 2
- b. Age of Structure ..... 0 years
- c. Number of Stories ..... 3 and 4 ← NO

### 2. Only give the most recent year of Allocation

This development has received a previous allocation of credits ..... TRUE  
 If so, in what year did this development receive credits? 2004/2005 ↔ Never This

### 3. Never put an empty line in the Unit Mix or Sources page.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	Number of 504 Units	Net Rentable Sq Ft
Mix 1	2 BR - 2 Bath	60% AMI	96		929.69
<b>Never Do This</b>					
Mix 2	3 BR - 2 Bath	60% AMI	12		1112.94
Mix 3	3 BR - 2 Bath	40% AMI	3		1335.10
Mix 4	3 BR - 2 Bath	50% AMI	27		1335.10

### 4. Keep long names of organizations under 50 characters.

### 5. Never copy and paste where it says DO NOT COPY AND PASTE!

### 6. Never put "TBD" anywhere in your application — if you did not know the date or information leave it blank.

### 7. N/A in the Excel Application is not necessary — just leave blank.

### 8. Please use the correct addresses and placed in service dates for each building in your 8609 application.

## 3. Ranking and Scoring

The QAP contains the “official” scoring criteria for tax credit applications and outlines the minimum and maximum number of points allowed to each development. This manual serves as a guide to further clarify the scoring criteria and contains mandatory forms required to receive an allocation of credits. **Prior to submitting an Application, applicants are expected to have carefully and thoroughly read the QAP, this manual and the tax credit information available at [VirginiaHousing.com/partners/rental-housing/rental-housing-tax-credits](https://VirginiaHousing.com/partners/rental-housing/rental-housing-tax-credits).**

Virginia Housing utilizes scoring criteria to maintain objectivity throughout the credit allocation process. Accordingly, staff endeavors to uniformly identify and address all errors, omissions, and requests within each application; however, failure on the part of Virginia Housing to identify an error or omission made by an applicant shall not be deemed a waiver of Virginia Housing’s right to enforce program requirements in accordance with the QAP. Any action or inaction taken, and any determination or interpretation made by, Virginia Housing with respect to an application or a credit allocation shall be limited to that specific application or allocation only and shall not form binding precedent or otherwise impact Virginia Housing’s future administration of its credit programs.

Applications are ranked according to their scores in the pools within which they compete. Reservations will be made to developments in accordance with Virginia Housing’s ranking criteria, so long as credits are available within the given pools. **Developments seeking more credits than are available within the given pool will have their credit request reduced to what is available.**

### 3.1 Rules of Ranking

For 9% credits, applicants select the pool in which they wish to compete and then they are ranked according to their scores. Scores may reflect adjustments based on the pools where they compete. Deals that select the ASH pool but do not meet the minimum requirements or exceed the credit amount available, may compete in their applicable competitive pool.

### 3.2 Minimum Threshold Scoring Requirements

In order to qualify for a reservation of tax credits, applications must meet the following minimum threshold scoring requirements.

Type of Tax Credit	Minimum Threshold Scoring Requirement
9% Credit	Applications for 9% credits, including Accessible Supportive Housing applications must score a minimum of <b>400</b> points.
4% Credit	Applications for 4% credits (with tax-exempt bonds) must score a minimum of <b>300</b> points.
Hybrid 9% / 4% Credit	Must meet the respective scores for each deal.

## 4. General Program Information

This is a very brief, general overview of the rules applicable to the tax credit program and should not be substituted for competent legal counsel and accounting advice. Additional information can also be found in the appendices of this manual.

### 4.1 Program Overview

The Tax Reform Act of 1986 established the federal Housing Credit program to encourage private investment in affordable housing. More specifically, the federal Housing Credit is a dollar-for-dollar reduction in tax liability to the owner of a qualified low-income housing development for the acquisition, rehabilitation (“rehab”), or construction of low-income rental housing units. The amount of credits allocated is based directly on the number of qualified low-income units that meet federal rent and income targeting requirements.

To qualify for tax credits, a development must meet a number of conditions set forth in Section 42 of the Internal Revenue Code (IRC). In particular, the development must provide low-income housing units that meet certain occupancy and rent requirements.

The developer of a residential rental development that qualifies for tax credits will typically establish a general partnership or limited liability company (LLC) to own the development. The developer usually assumes the role of Managing General Partner or Managing Member, retaining 0.01% of the ownership. The remaining 99.99% shares are sold to investors interested in using the tax credits to reduce their federal tax liability. The capital invested by the investor partner accounts for all or most of the development’s equity. This reduces the need for debt financing and thereby reduces the amount of the development’s annual debt service. While there is no direct rental subsidy to households under this program, the increased equity and reduced debt allows for lower rents than would otherwise be possible.

Investors can claim these tax credits annually over a ten-year term, beginning with the tax year in which the development is placed in service or, at the owner’s election, the following tax year.

States receive tax credits based on population, so the amount of available competitive 9% credits in each state is limited. Most credits are allocated by the states during one or more competitive cycles held each year. Selection priorities and procedures vary in each state and are outlined in a Qualified Allocation Plan (“QAP”).

While the Housing Credit is a federal credit, the Housing Credit program is administered by the state housing finance agency in each state. In Virginia, Virginia Housing is responsible for the federal Housing Credit program.

The tax credit program is complex, with many pitfalls awaiting those inexperienced in the process. You are therefore strongly encouraged to seek competent legal and accounting advice early in the development process.



## 4. General Program Information continued

There are four types of low-income housing tax credits:

Type of Tax Credit	Description
9% credit	The 9% credit is determined on a ten-year, present value calculation of 70% of the qualified basis of the low-income units for new construction or substantial rehab of developments not federally subsidized or financed with tax- exempt bonds.
4% for New Construction or Substantial Rehab	The 4% credit is available to new construction and substantial rehab developments that are federally subsidized with tax-exempt bonds. This credit amount is determined by a present value calculation on 30% of the qualified basis over ten years.
4% for the Acquisition of Existing Developments	The 4% credit is also available for the acquisition of existing developments if the development was not previously placed in service by the owner or a related party and is acquired at least 10 years after the later of (a) the date the development was last placed in service or (b) the date of the most recent non-qualified substantial improvements.
Virginia Housing Opportunity Tax Credit (HOTC) for New Construction	The HOTC credit is available for new construction deals and must be paired with a 4% federal Tax Credit Application. The credit amount is determined by a present value calculation on 30% of the qualified basis over ten years.

For a more in-depth explanation of the tax credit program and a more detailed discussion of the many requirements, the following resources may be helpful:

- *Low-Income Housing Tax Credit Handbook, Novogradac & Company LLP.*
- *Tax Credits for Low Income Housing Guidebook, 13th Edition (20th Anniversary Edition),* by Joseph Guggenheim, Simon Publications, (301) 320-5771.
- *Low-Income Housing Tax Credit Handbook – Market Segment Specialization Program.*

### 4.2 Subsidy Layering Requirements

Combining tax credits with certain other forms of federal assistance will necessitate certification by HUD that the assistance will not be more than is necessary to make the development feasible. If you expect to combine low-income housing tax credits with one of the forms of federal subsidy listed below, please contact HUD to determine the process, requirements and timing of the required subsidy layering review.

- Section 312 Rehabilitation Loans (24 CFR 3.V.510).
- Community Development Block Grants (24 CFR 3.V.570) -only loan guarantees under subpart M, grants to Indian tribes under title I of the Housing and Community Development Act of 1974 and grants under the HUD-administered Small Cities program under subpart F.

## 4. General Program Information continued

- Loan Guarantee Recovery Fund (24 CFR 3.V.573).
- Housing Opportunities for Persons with Aids (24 CFR 3.V.574).
- Emergency Solutions Grants Program (24 CFR 3.V.576).
- Continuum of Care Program (24 CFR 3.V.578).
- Use of Federal Real Property to Assist the Homeless (24 CFR 3.V.581).
- Shelter Plus Care (24 CFR 3.V.582).
- Supportive Housing Program (24 CFR 3.V.583).
- Revitalizing Base Closure Communities and Community Assistance Community Redevelopment and Homeless Assistance (24 CFR 3.V.586).
- John Heinz Neighborhood Development Program (24 CFR 3.V.594).
- Renewal Communities (24 CFR 3.V.599).
- HOME Funds (24 CFR Part 92).
- Housing Trust Funds (24 CFR Parts 91 and 93).
- Project-Based Rental Assistance (24 CFR part 983).

For more details on these programs, please refer to the Electronic Code of Federal Regulations.

### 4.3 Virginia Housing Subsidy Layering Information

Virginia Housing began performing subsidy layering reviews effective March 1, 2023. Appendix will be updated to reflect that process. Virginia Housing, in its capacity as the Housing Credit Agency for the Commonwealth of Virginia, has been granted authority by HUD to conduct Subsidy Layering Reviews (SLR) for Low-Income Housing Tax Credit (LIHTC) new construction and rehab properties receiving Project Based Voucher (PBV) awards from a Virginia Public Housing Authority (PHA).

A Virginia Housing SLR is conducted pursuant to the HUD SLR Guidelines (FR Notice, Vol. 85, No. 40, February 28, 2020). Virginia Housing will only complete the SLR for properties receiving a LIHTC award. For PBV awards in properties that will not receive LIHTC, PHA's must submit the request for SLR directly to the HUD field office in Richmond. All request for a Virginia Housing SLR must be made by the PHA providing the PBV award and executing the Housing Assistance Payments (HAP) contract. To request an SLR the PHA must submit to Virginia Housing a cover letter on PHA letterhead to [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com). The request must include the following information:

1. PHA Number
2. PHA Contact Person and Email
3. Owner Contact Person and Email
4. Project Name
5. Project Address

## 5. Pools and Percentage of Available Credits

Given the diverse housing needs in Virginia, Virginia Housing divides the available annual credit amount into pools in which applications submitted by developers will compete. A description of each pool, as well as its respective percentage of available credits follows.

For deals competing in the Accessible Supportive Housing (ASH), Nonprofit, New Construction, and Local Housing Authority (LHA) pools, points related to being located in an area of increasing or decreasing rent burdened populations will be assigned based on the geographic pool to which such development would be assigned if it did not compete in this pool.

Developments may be moved from the nonprofit or new construction pool to its or their appropriate geographic pool to more fully or fully utilize the total amount of credits made available therein during such round.

### 5.1 Nonprofit Pool

The annual credit percentage allocated to this pool is 15%. Each new construction or adaptive re-use development that is not funded in the Nonprofit pool will compete in the New Construction pool, if eligible. All other developments not funded in this pool will compete in the applicable geographic pool.

To participate in the Nonprofit Pool, the nonprofit entity must:

Nonprofit Requirements for Pool	
5.1.1	Be authorized to do business in Virginia.
5.1.2	Be substantially based or active in the state of Virginia.
5.1.3	Materially participate in the development and operation of the development throughout the compliance period. (i.e., regular, continuous and substantial involvement)
5.1.4	Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
5.1.5	Not be affiliated with or controlled by a for-profit organization.
5.1.6	Not have been formed for the principal purpose of competition in the Nonprofit Pool.
5.1.7	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.

**NOTE: Multiple nonprofit agencies may combine to compete in this pool however, 100% of the ownership must be held by nonprofits that meet the requirements to compete in this pool.**

## 5. Pools and Percentage of Available Credits continued

### 5.2 New Construction Pool

The annual credit percentage allocated to this pool is 15% of the following year's annual credit authority. Each new construction or adaptive reuse development (including unfunded developments from the Nonprofit Pool in localities listed below), that is located within one of the jurisdictions listed below, will compete in this pool. Each development not funded in this pool will compete in the Northern Virginia geographic pool.

New Construction Pool	
Alexandria City	Loudoun County
Arlington County	Manassas City
Fairfax City	Manassas Park City
Fairfax County	Prince William County
Falls Church City	

### 5.3 Northern Virginia/Planning District 8 (Inner Washington MSA) Pool

The annual credit percentage allocated to this pool is 18.02%. Each development which is located within one of the jurisdictions listed below (including unfunded developments from the Nonprofit and New Construction pools in localities listed below), will compete in this pool.

Northern Virginia/Planning District 8 (Inner Washington MSA)	
Alexandria City	Loudoun County
Arlington County	Manassas City
Fairfax City	Manassas Park City
Fairfax County	Prince William County
Falls Church City	

### 5.4 Northwest/North Central Virginia Area Pool

The annual credit percentage allocated to this pool is 9.20%. Each development located within one of the jurisdictions listed below will compete in this pool (including unfunded developments from the Nonprofit pool in localities listed below).

Northwest/North Central Virginia Area	
Albemarle County	Nelson County
Augusta County	Orange County
Charlottesville City	Page County
Clarke County	Rappahannock County
Culpeper County	Rockingham County

## 5. Pools and Percentage of Available Credits continued

Northwest/North Central Virginia Area	
Fauquier County	Shenandoah County
Fluvanna County	Spotsylvania County
Frederick County	Stafford County
Fredericksburg City	Staunton City
Greene County	Warren County
Harrisonburg City	Waynesboro City
King George County	Winchester City
Madison County	

### 5.5 Richmond MSA Pool

The annual credit percentage allocated to this pool is 11.63%. Each development located within one of the jurisdictions listed below will compete in this pool (including unfunded developments from the Nonprofit pool in localities listed below).

Richmond MSA	
Amelia County	Hopewell City
Caroline County	King & Queen County
Charles City County	King William County
Chesterfield County	Louisa County
Colonial Heights City	New Kent County
Cumberland County	Petersburg City
Dinwiddie County	Powhatan County
Goochland County	Prince George County
Hanover County	Richmond City
Henrico County	Sussex County

## 5. Pools and Percentage of Available Credits continued

### 5.6 Tidewater MSA Pool

The annual credit percentage allocated to this pool is 17%. Each development located within one of the jurisdictions listed below will compete in this pool (including unfunded developments from the Nonprofit pool in localities listed below).

Tidewater MSA	
Chesapeake City	Poquoson City
Gloucester County	Portsmouth City
Hampton City	Suffolk City
Isle of Wight County	Surry County
James City County	Virginia Beach City
Mathews County	Williamsburg City
Newport News City	York County
Norfolk City	

### 5.7 Balance of State Pool

The annual credit percentage allocated to this pool is 14.15%. Each development (including unfunded nonprofit developments) which is not eligible to compete in any of the four geographic pools above will compete in this pool.

Balance of State (Remaining Geographic Areas)	
Accomack County	Covington City
Alleghany County	Craig County
Amherst County	Danville City
Appomattox County	Dickenson County
Bath County	Emporia City
Bedford City	Essex County
Bedford County	Floyd County
Bland County	Franklin City
Botetourt County	Franklin County
Bristol City	Galax City
Brunswick County	Giles County
Buchanan County	Grayson County
Buckingham County	Greensville County

## 5. Pools and Percentage of Available Credits continued

Balance of State (Remaining Geographic Areas)	
Buena Vista City	Halifax County
Campbell County	Henry County
Carroll County	Highland County
Charlotte County	Lancaster County
Lee County	Radford City
Lexington City	Richmond County
Lunenburg County	Roanoke City
Lynchburg City	Roanoke County
Martinsville City	Rockbridge County
Mecklenburg County	Russell County
Middlesex County	Salem City
Montgomery County	Scott County
Northampton County	Smyth County
Northumberland County	Southampton County
Norton City	Tazewell County
Nottoway County	Washington County
Patrick County	Westmoreland County
Pittsylvania County	Wise County
Prince Edward County	Wythe County
Pulaski County	

### 5.8 Local Housing Authority Pool

The annual credit percentage allocated to this pool is 15%. Each development sponsored by local housing authorities or industrial development authorities (from localities that do not have a local housing authority), as sole general partner or managing member (either directly or through a wholly-owned subsidiary) or as landlord or seller of the land to the tax credit applicant, in the jurisdiction of the local housing authority or industrial development authority will compete in this pool only.

Provided, however, that the development will not compete in this pool if (i) the local housing authority or industrial development authority is the landlord or seller of the land to the tax credit applicant but is not a principal in the applicant (the landlord or seller being the grantee of a right of first refusal or purchase option, with no ownership interest in the applicant, shall not make the landlord or seller a principal in the applicant) and (ii) no more than the

## 5. Pools and Percentage of Available Credits continued

greater of 5 units or 10% of the units have project-based subsidy provided by the local housing authority or industrial development authority, the development will not compete in this pool. Each development competing in this pool will be scored according to the rent burdened population characteristics of the geographic pool to which such development would be assigned if it did not compete in this pool. Developments not funded in this pool do not move to any other pool.

### 5.9 At-Large Pool

The At-Large Pool has been created for all applications not ranked high enough for initial funding in the geographic pools. The At-Large Pool is separated into two tiers.

**Tier 1** consists of the next eligible developments, from geographic pools, that could not be fully funded with the remaining credits in those pools. It is these developments, in rank order, that can be fully funded, that will receive credits in tier 1.

**Tier 2** consists of all remaining developments ranking above threshold.

### 5.10 Accessible Supportive Housing Pool

Credits for this pool will be reserved from the following year's allocation and will not exceed 10% of the current year's per capita credit amount unless authorized by Virginia Housing's Board of Commissioners. These credits are available for non-elderly developments.

The minimum requirements to qualify for credits in this Pool are as follows:

Minimum Requirements for ASH Pool	
5.10.1	At least 15% of the units will serve people with disabilities.
5.10.2	At least 15% of the units will conform to HUD regulations interpreting the fully, permanently accessible unit requirements of Section 504 of the Rehabilitation Act as referenced in the requirements set forth in the Uniform Federal Accessibility Standards "UFAS".
5.10.3	The development will provide rent subsidies in order to ensure occupancy by extremely low-income persons for 15% of the units. Subsidies may apply to any units, not only those built to satisfy Section 504. For purposes of this Pool, "extremely low income" mean households with gross incomes no greater than 40% of the AMGI paying no more than rent calculated at the 40% level.
5.10.4	The units will be actively marketed and rented to households including at least one person with a disability in accordance with a plan submitted as part of the Application for credits and approved by the Executive Director. The developer must also submit the fully executed Virginia Housing Permanent Supportive Housing certification.
5.10.5	The developer must have a demonstrated capacity to develop supportive housing as evidenced by one of the three available CORES certifications or other certification as approved by the Authority.



## 5. Pools and Percentage of Available Credits continued

### 5.11 Pre-Allocated Credits

Credits pre-allocated to developments will not change Total Credit Authority in the geographic pools in which the developments are located. Deals competing in the New Construction Pool but funded in a different geographic pool or At-Large pool are not guaranteed a future allocation of credits.

All determinations for deals receiving a pre-allocation of credits are at the discretion of the Executive Director.

## 6. Minimum Program Requirements

To qualify for tax credits, a development must meet conditions set forth in Section 42 of the Internal Revenue Code (IRC).

### 6.1 Minimum Program Requirements

The following are minimum requirements of the Federal Housing Credit program. Failure to comply with any of the following minimum requirements may result in a recapture of credits.

	Minimum Requirement
6.1.1	A minimum of 20% of the units must be occupied by households with incomes at or below 50% of the area median gross income (AMGI), as adjusted for family size; OR, a minimum of 40% of the units must be occupied by households, with incomes at or below 60% of the AMGI, adjusted for family size; OR, under the Average Income Test, forty percent (40%) or more (25% or more in the case of a project described in Section 142(d)(6)) of the residential units in the project must be both rent restricted and occupied by individuals whose income does not exceed the imputed income limitation designated by the taxpayer with respect to the respective unit. The average of the imputed income limitations designated must not be more than 60% of the area median gross income. The designated imputed income limitation of a unit can only be 20%, 30%, 40%, 50%, 60%, 70%, or 80% of the area median gross income and must be as designated with Virginia Housing in writing. The development must comply with these income restrictions within 12 months of the placed-in-service date (slight variations apply when a development has more than one building). This is commonly referred to as the “20-50”, “40-60”, or “Average Income” test. Developments financed with tax-exempt bonds selecting the Average Income test must designate and maintain a minimum of 40% of the total units at or below 60% AMI throughout the extended use agreement.
6.1.2	Owner may not require an annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.
6.1.3	The gross rent charged for a low-income unit may not exceed 30% of the imputed income limit applicable to such unit size.
6.1.4	If the household pays any utilities (excluding telephone, cable television or internet), an appropriate utility allowance must be subtracted from the gross rent limit to determine the maximum net rent chargeable. These amounts must be confirmed by calculating maximum rents individually.
6.1.5	Developments must comply with federal Housing Credit program requirements for a minimum of 30 years, beginning with the taxable year in which the development is placed in service or, at the election of the taxpayer, the succeeding taxable year.
6.1.6	Developments must comply with Virginia Housing’s Minimum Design and Construction Guidelines.

## 6. Minimum Program Requirements continued

	Minimum Requirement
6.1.7	In Virginia, rehab developments must incur a minimum of \$15,000 of contractor construction rehab expenditures, on average, per unit in order to qualify for credits.
6.1.8	In Virginia, developments financed with tax-exempt bonds must incur a minimum of \$10,000 of contractor construction rehab expenditures, on average, per unit in order to qualify for 4% credits.
6.1.9	The Management company that will be used for the development must be a Virginia Housing Certified Property Manager by time of 8609 issuance.
6.1.10	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 (a locality resolution may be acceptable) commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference is not required to 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. See Appendix E, and Appendix GG for additional details.
6.1.11	Applicants receiving credits must waive their right to pursue a Qualified Contract (QC). Any principals participating in a deal that is currently pursuing a QC in Virginia are not eligible for an allocation of credits (9% or 4%). Any principals participating in a deal that is currently pursuing a planned foreclosure in Virginia are not eligible for an allocation of credits (9% or 4%).

## 6. Minimum Program Requirements continued

	Minimum Requirement
6.1.12	<p>All developments must meet a baseline energy performance requirement:</p> <ul style="list-style-type: none"> <li>• New Construction – Energy Star Certification;</li> <li>• Rehab - 30% performance increase over existing based on HERS Index (HERS index must be 110 or lower after rehab) or evidence of a HERS index of 80 or lower;</li> <li>• Adaptive reuse – Must evidence a HERS index of 95 or lower.</li> </ul> <p>All requirements must be verified by a third party, independent, non-affiliated certified RESNET rater; rater must be certified by a provider found on the Virginia Housing Certified Provider list. All Raters must submit to the owner, to be included in the application, a signed Virginia Housing RESNET Rater form and a HERS report from an energy rating software program listed on the National Registry of Accredited Rating Software Programs. All raters certifying a property for Virginia Housing's Credit program must be authorized to conduct business in Virginia and have completed 500+ ratings. <a href="#">See Appendix</a> for additional information on this requirement. At Reservation, a summary of projected HERS scores for the whole development should be provided, along with model reports for at least one of each unit type. If a Rehab, existing baseline HERS indices should be provided as well.</p>
6.1.13	<p>The Authority is committed to the long-term affordability of developments for the benefit of tenants and full compliance by applicants and principals with the provisions of the IRC, the extended use agreement and other program requirements. The Authority similarly has an interest in preserving the right of first refusal by a qualified nonprofit organization at the close of the compliance period, as authorized in Section 42(i)(7) of the IRC. The executive director is hereby authorized to require any or all of the following with respect to applications: (i) provisions to be included in the applicant's organizational documents limiting transfers of partnership or member interests or other actions detrimental to the continued provision of affordable housing; (ii) a designated form of right of first refusal document; (iii) terms in the extended use agreement requiring notice and approval by the executive director of transfers of partnership or member interests; (iv) debarment from the program of principals having demonstrated a history of conduct detrimental to long-term compliance with extended use agreements, whether in Virginia or another state, and the provision of affordable tax credit units; and (v) provisions to implement any amendment to the IRC or implementation of any future federal or state legislation, regulations or administrative guidance. The decision whether to institute, and the terms of, any such requirements shall be made by the executive director as reasonably determined to be necessary or appropriate to achieve the goals stated in this paragraph and in the best interest of the plan. Any such requirements will be indicated on the application form, instructions or other communication available to the public.</p>

## 6. Minimum Program Requirements continued

	Minimum Requirement
6.1.14	Each applicant shall commit in the application to provide free Wi-Fi access in the community room of the development and such access shall be restricted to resident only usage.
6.1.15	Each applicant shall commit in the application to provide a disclosure, to be acknowledged by tenant, of the availability of renter education from the Authority. Applicant must submit a sample disclosure with their reservation application.

### 6.2 Compliance Monitoring

The Omnibus Budget Reconciliation Act of 1990 amended the IRC to require that state tax credit allocating agencies provide a procedure for monitoring developments for non-compliance with the requirements of the Program under IRC §42(m)(1)(B) and for notifying the Internal Revenue Service of such non-compliance. To offset the costs of compliance monitoring, Virginia Housing charges a reasonable annual monitoring fee, as allowed by the IRC. Virginia Housing is required by the IRC to monitor developments for compliance with the program requirements and report all non-compliance to the IRS using Form 8823. The Appendix E. includes additional information regarding ongoing compliance monitoring.

The QAP mandates that all procedures and requirements in the IRC must be complied with and satisfied. The QAP further recites that federal law requires Virginia Housing to monitor developments receiving credits for compliance with the requirements of §42 of the IRC. The Authority will review each certification set forth in subsection C of this section for compliance with the requirements of § 42 of the IRC.

The initial on-site inspection of buildings and units in the development, and compliance monitoring review of project records and tenant certification files will be completed by the end of the second calendar year following the year the last building in the development is placed in service and at least once every three years thereafter. Units and tenant files will be selected as required under the program requirements. The Authority will provide a reasonable notice of inspection and compliance monitoring review of not more than 15 days.

The following sections provide guidance and additional information needed to complete and submit an application for tax credits.

## 7. Housing Credit Application Information

### 7.1 Reservation Application for 9% Credits

The application can be found on our website. The Tax Credit Application was prepared using Microsoft Excel. Because of additional mapping behind the scenes, copy and paste should not be used.

**NOTE: If the development is a mixed construction development, a mixed construction application must be requested from Virginia Housing and completed by the established deadline. Send an application request to [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com) as soon as you think you might be pursuing a Mixed Construction Application.**

### 7.2 Reservation Specifications

The following specifications must be incorporated into both the 9% and 4% application for Federal Housing Credits. Documentation must be submitted with the application to support any variations from these specifications.

	Specification	Description
7.2.2	Revenue	Within the Unit Mix grid, add a line item for each different unit floor plan configuration and rent target for this development. Rents should not include utility allowance.
7.2.3	Vacancy	Use either 7% of gross potential income or market vacancies. If the development includes both market and low-income units, use 7% of gross potential income or market vacancies for both. Documentation must be submitted to support market vacancy if less than 7%.
7.2.4	Operating Expenses	Per Unit Operating Expenses must be at least \$4,500 per unit excluding replacement reserves and assuming the tenant is paying own utilities. The pro forma operating expenses increase is greater than or equal to 3% for purposes of calculating Projections for Financial Feasibility.
7.2.5	Replacement Reserves	Minimum replacement reserves should equal \$250 per unit for new construction and elderly developments and \$300 per unit for all other developments.
7.2.6	Pro forma Rent Increases	The pro forma rent increase is less than or equal to 2% per year for purposes of calculating Projections for Financial Feasibility.
7.2.7	Debt Coverage Ratio	A minimum of 1.15 in year one is preferred.

## 7. Housing Credit Application Information continued

	Specification	Description
7.2.8	Cost Limits	Total development costs per square foot and per unit will be compared to the applicable cost limits for the allocation year. The development only needs to meet one of the set cost limits, either per unit or per square foot. Costs associated with parking structures, acquisition, renewable electric energy systems and supportive service reserves may be removed from the total development calculation for purposes of meeting the cost limit.
7.2.10	Builder's Overhead, Profit and General Requirements	In total, the combined amount included in basis (including any change orders) must not exceed 14% of total structures and land as shown in the application.
7.2.11	Operating Reserve	Use a minimum of 6 months of operating expenses and debt service.
7.2.12	Tax Credit Equity Factor	This generally does not include syndication, legal, accounting, overhead, sales commissions and/or required reserves. The Applicant will determine the amount appropriate for the development.
7.2.13	Deferred Developer Fee Loan	If any developer fee is deferred, the application must include the proposed deferred developer fee loan amount evidencing that the property can support the repayment within 15 years in the cash flow analysis on a form provided by developer. <b>Note: Documentation must be provided clearly showing the deferred developer fee is bona fide debt; this may include a Note or other documentation as approved by the Authority and will be accepted up to 8609 issuance.</b>

## 7. Housing Credit Application Information continued

### 7.3 Developer Fee Calculation

The maximum developer's fee will be the lesser of the following calculations:

	Description
7.3.1	<p><u>Acquisition</u>: Less than or equal to 10% of the building's acquisition cost, excluding the developer's fee. No developer's fee will be allowed on the acquisition basis in cases where there is an identity of interest between the purchaser and seller unless a waiver is obtained from Virginia Housing prior to application submission. In addition, the building acquisition portion of the developer fee for all Rural Development developments will not exceed 8%, <b>PLUS</b></p> <p><u>Rehab</u>: Less than or equal to 25% of the building's eligible basis arising from the rehab, excluding the developer's fee, <b>OR</b></p> <p><u>New Construction</u>: Less than or equal to 20% of the building's eligible basis, excluding the developer's fee.</p>
7.3.2	Less than or equal to 15% of the total development costs.
7.3.3	For developers with a related entity contractor, the maximum developer's fee shall not exceed the total development costs, less the contractor's overhead, profit and any incentive payments.
7.3.4	For developers with a related architectural entity, the maximum developer's fee shall not exceed the total development costs, less the architectural and engineering fees.
7.3.5	For developers with both a related architectural entity and a related contractor entity, the maximum developer's fee shall not exceed the total development costs, less the total development costs exclusive of the developer fee, less the contractor's overhead, profit, any incentive payments and all architectural and engineering fees.
7.3.6	A cumulating declining scale, as follows: <ul style="list-style-type: none"><li>• 15% if less than \$1 million total development costs, plus</li><li>• 12% if between \$1 million and \$10 million total development costs, plus 8% if greater than \$10 million total development costs.</li></ul>

Notwithstanding the existing calculation of developer's fee, (i) no more than \$3 million of developer's fee may be included in the development's eligible basis, (ii) no developer's fee may exceed \$5 million, and (iii) no developer's fee may exceed 15% of the development's total development cost. See Appendix for additional information regarding developer fee calculations and requirements.



## 7. Housing Credit Application Information continued

### 7.4 Reservation Criteria

The following summary is an attempt to provide a more complete explanation of Application criteria, answer frequently asked questions, supply expanded details related to Virginia Housing’s intent in requesting documentation, as well as to detail the methods of calculation.

This summary should not be considered a replacement for, but rather a supplement to the QAP, which in the case of discrepancies will be the overriding document.

	Description
7.4.1	Increase to Eligible Basis is allowed under the following circumstances:
7.4.1.a	The development is located in a HUD-designated qualified census tract (QCT) or difficult to develop area (DDA). (30% increase available to both 9% and 4% deals)
7.4.1.b	The development includes Permanent Supportive Housing (PSH). PSH is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living. (30% increase only available to 9% deals)
7.4.1.c	If revitalization points are awarded. (30% increase only available to 9% deals)
7.4.1.d	If the development obtains an additional green certification over the baseline requirement. (10% increase only available to 9% deals)

Basis boosts may be subject to removal at 8609 if feasibility determines they are not needed.

**NOTE: The maximum increase in eligible basis any development can receive is 30%. Tax Exempt Bond credit deals will only qualify for a 30% increase in basis if the development is located in a HUD designated QCT or DDA.**

	Criteria	Description
7.4.2	Determining Total # of Rental Units in Development	Exclude units from rental unit count that will not be rented to qualified households (e.g. manager’s unit)
7.4.3	<p><b>Minimum Design and Construction Requirements</b></p> <p><b>Note: Each deal receiving a reservation will be subject to a pre-construction meeting where these will be reviewed with the development team.</b></p>	<p>VH’s Minimum Design &amp; Construction Requirements (MDCR) are mandatory minimum design criteria for any development receiving tax credits and/or VH financing. Whether financing with VH or not, construction will be monitored periodically to ensure requirements are being met.</p> <p>In the event the plans and specifications and/or work write-up do not include Virginia Housing Minimum Design and Construction Requirements, then those requirements must still be met, even though the application is accepted for credits. Not doing so may cause the Application to be ineligible for credits.</p>

## 7. Housing Credit Application Information continued

	Criteria	Description
7.4.4	Set-Aside Elections	The selections made in this category are used to determine the lower rent bonus points.
7.4.5	Operating Budget	Revenue should be projected for the date the buildings are anticipated to be placed in service and using rents not greater than the current maximums. Use HAP rents where applicable.

### 7.5 Reservation Application Mandatory Items

The following are mandatory documents that must be submitted with the application. Mandatory items that are not submitted with the application or that need to be corrected may be assessed a penalty. Immediate correction of minor and immaterial defects affecting mandatory items (but not points items) will be allowed. Should the executive director choose to allow correction, applicants will be given 48 hours from the time of notification to cure defects with their application. If the executive director allows an applicant to cure minor defects, that does not constitute approval or acceptance of the application and is not an assurance that the application, upon further review, will be deemed acceptable.

If the mandatory items are not submitted or corrected within the time frame specified in the penalty notification, the application may be penalized or disqualified. Please refer to the Submission Checklist for correct tab placement.

	Mandatory Document	Description
7.5.1	Electronic Copy of Application and Attachments (Procorem)	Submit a signed, completed, application with attached tabs in PDF format using VH tab dividers & active Excel copy of the application, both submitted via our file sharing application, Procorem.
7.5.2	\$1,000 Application Fee	Must be paid via check or electronically to Virginia Housing prior to application deadline. The process for submitting payments is in Section 12.2.
7.5.3	Partnership or Operating Agreement <b>and</b> Organizational Chart	Each application must include both a copy of the Owner's Partnership Agreement or Operating Agreement along with an organizational chart depicting the ownership structure of the Owner. The organizational chart must comply with the following requirements: <ul style="list-style-type: none"> <li>• Show each Principal (as defined within the QAP) of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity.</li> <li>• All Principals (including individuals) having an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the GP/MM of the Owner must be individually identified, except as follows:</li> </ul>

## 7. Housing Credit Application Information continued

	Mandatory Document	Description
		<ul style="list-style-type: none"> <li>◦ For Principals of corporations (public or private), nonprofit organizations, and governmental entities, list the names of any officers directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.</li> <li>◦ For Principals organized as a limited liability company with more than 100 individual members, list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.</li> <li>◦ For Principals organized as a trust, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.</li> <li>• Applicants are not generally required to list the names of individuals owning an interest in Principals outside of the direct chain of Principals maintaining managerial control of the GP/MM of the Owner; however, the following individuals must be specifically identified in all cases:             <ul style="list-style-type: none"> <li>◦ All individuals possessing a 25% or greater ownership interest in a Principal of the Owner;</li> <li>◦ All individuals named as trustee of a Principal of the Owner organized as a trust and all individuals possessing a 25% or greater beneficiary interest in said Principal;</li> <li>◦ All individuals serving as MM or GP of a Principal;</li> <li>◦ All individuals serving in their capacity as president, vice president, secretary, treasurer, or other officer responsible for managing a Principal; and</li> <li>◦ The executive director or CEO should be the individual identified for nonprofit organizations and public housing authorities.</li> </ul> </li> </ul> <p>Virginia Housing reserves its rights under the QAP to request additional information and certifications regarding and from any Principal of the Owner, regardless of whether such Principal is required to be included on the organizational chart.</p>
7.5.4	Virginia State Corporation Commission Certification (SCC)	Submit a Certification from the Virginia SCC reflecting the ownership entity is admitted to record in Virginia and is authorized to transact business in Virginia.

## 7. Housing Credit Application Information continued

	Mandatory Document	Description
7.5.5	Principal's Previous Participation Certification (PPC)	Information provided in the PPC form and representations made in the ownership section of the Application will be used to enforce the limit on the amount of credits that are reserved for a single sponsor. No more than 15% of the per capita credit amount may be reserved to any party or related parties, either directly or indirectly, in any credit year.
7.5.6	Site Control Documentation	Site control must be in the name of the tax credit ownership entity identified in the Application and documented to remain in place for a minimum of four (4) months beyond the Reservation Application Deadline (9% competitive credits only). The site control document must reference all parcels in the development and should not allow further marketing of the property by the seller. If the purchase price is determined by the assumption of a loan, provide documentation to support the outstanding loan amount. <b>All applications must include a copy of the most current real estate tax assessment.</b>
7.5.7	Third-Party RESNET Rater Certification	All requirements must be verified by a third party, independent, non-affiliated certified RESNET rater; rater must be certified by a provider found on the Virginia Housing Certified Provider list. All Raters must submit to the owner, to be included in the application, a signed Virginia Housing RESNET Rater form and a HERS report from an energy rating software program listed on the National Registry of Accredited Rating Software Programs. All raters certifying a property for Virginia's Housing Credit program must be authorized to conduct business in Virginia and have completed 500+ ratings. <b>See Appendix for additional information on this requirement.</b>
7.5.8	Attorney's Opinion (Virginia Housing form)	The final Attorney's Opinion must be provided on the applicable Virginia Housing form. Failure to utilize the correct form or to abide by the instructions within Appendix U may result in a point penalty or rejection of the application. <b>See Appendix for additional information on this requirement.</b>

## 7. Housing Credit Application Information continued

	Mandatory Document	Description
7.5.9	<a href="#">Nonprofit Questionnaire</a> (if Applicant/Developer or recipient of ROFR is a Nonprofit Organization)	If applicant is eligible to compete in the Nonprofit Pool and/or receive points for nonprofit involvement, applicant must submit the completed questionnaire and consulting agreements, if applicable.
7.5.10	<a href="#">Appraisal</a>	Appraisals are not required for New Construction or Acquisition Rehab/Adaptive Reuse where acquisition credits are not being requested (however, it may be requested at Virginia Housing's discretion).
7.5.11	Locality Notification Information form (online submission)	Applicant must complete Virginia Housing's online LNI form. <b>Note:</b> Slight discrepancies between the LNI and the application will not result in penalties.
7.5.12	<a href="#">Market Study</a>	<p>Virginia Housing Market Study Guidelines are included in the Market study information in application must match information included in the final market study. Approved market analysts are required to be a member of the National Council of Housing Market Analysts (NCHMA).</p> <p>See <a href="#">Criteria for approved market analyst listing</a>. The application may be subject to penalty if (1) the market study is not provided with the application and/or; (2) if the market study does not meet current market study guidelines.</p>
7.5.13	<a href="#">Zoning Certification</a>	The appropriate locality official or professional civil engineer registered in Virginia must certify proper zoning, without substantive modification and no earlier than three months before the Application Deadline. If the proposed site overlaps the boundary between multiple political jurisdictions, Virginia Housing will accept (1) a Certification form from each locality or (2) a letter from one locality specifying that the other locality has jurisdiction.

## 7. Housing Credit Application Information continued

	Mandatory Document	Description
7.5.14	<a href="#">Plans and Specifications</a>	<p>Virginia Housing must receive copies of Plans and Specs via Procorem. A Unit-by-Unit write-up/matrix is required for all rehab deals at the time of reservation application. Plans and Specs for 4% applications must be complete at least through Design Development phase, and include all design disciplines. See appendix for 4% A&amp;E review requirements.</p> <p>In the event the plans and specifications do not include Virginia Housing Minimum Design and Construction then those requirements still must be met, if the Application is accepted for credits. However, leaving out these requirements may also cause the Application to be ineligible for credits or have penalty points assessed for resubmittals.</p> <p>The Authority reserves the right to require a complete A &amp; E review prior to awarding 9% credits in the event that it is deemed necessary. All 4% applications will be subject to an A&amp;E review prior. See index for A&amp;E Review Process, A&amp;E Review Workflow, and A&amp;E Review Memo Template</p>
7.5.15	Environmental Site Assessment (Phase I)	Each 4% tax credit reservation application must include an environmental site assessment (Phase I). Additional reports/documentation may be requested, if applicable.
7.5.16	<a href="#">Relocation Assistance Plan</a>	<p>A Relocation Assistance Plan is required any time residents will be displaced and for all rehab deals.</p> <p>Owners are required to submit a Relocation Plan and Relocation Plan Budget to Virginia Tax Credit Allocation Department with the Reservation Application, if applicable.</p>
7.5.17	Physical Needs Assessment	A Physical Needs Assessment must be submitted with the reservation application for all 4% rehab deals.
7.5.18	<a href="#">Existing Conditions Questionnaire</a>	An Existing Conditions Questionnaire must be submitted with the reservation application for all 9% and 4% rehab deals.

## 7. Housing Credit Application Information continued

### 7.6 Project Readiness — Point Items

The following is meant to provide a better understanding of the Project Readiness point items that may be selected in the application. Refer to the Submission Checklist for correct tab placement.

Project Readiness			
	Point Category	Points	Explanation
7.6.1	Locality CEO Letter	0 or -25	<p>Receiving a letter in support or a ‘no comment’ from the locality will qualify the application for 0 points.</p> <p>VH will consider an opposition letter if it is accompanied by a legal opinion from the locality’s attorney, opining that the locality’s opposition to the proposed development does not have a discriminatory intent or effect that is in violation of the Fair Housing Act and the HUD implementing regulations, as described in 24 CFR §100.500(a) and 24 CFR §100.500(b).</p>
7.6.2	Location In A Revitalization Area	0, 10, or 15	<p>Any proposed development that is to be located in a revitalization area meeting the requirements of Virginia Code 36-55.30:2 or within a state designated Opportunity Zone <b>with</b> a binding commitment from an Opportunity Zone fund/investor.</p> <ul style="list-style-type: none"> <li>• 10 points for census tracts deemed eligible without a resolution;</li> <li>• 15 points for developments located within an established revitalization area or Housing Rehabilitation Zone as evidenced through a local ordinance/ resolution;</li> <li>• or, 15 points within a state designated Opportunity Zone with a binding commitment (see Appendix).</li> </ul>
7.6.3	Plan of Development	0 or 10	<p>Written evidence satisfactory to the authority of unconditional approval by local authorities of the plan of development or site plan for the proposed development or that such approval is not required.</p>

## 7. Housing Credit Application Information continued

### 7.7 Housing Needs Characteristics — Point Items

The following is meant to provide a better understanding of the Housing Needs Characteristics point items that may be selected in the application. Refer to the Submission Checklist for correct tab placement.

Housing Needs Characteristics			
	Point Category	Points	Explanation
7.7.1	<p><b>Sec 8 or PHA Waiting List Preference</b></p> <p><b>NOTE: Documentation must include a Section 8 or PHA Waiting List notification signed by the identified housing authority OR documentation that the notification was delivered to the housing authority prior to the application deadline.</b></p>	Up to 5	Points will be awarded to a development whereby less than 100% of the units are subject to Section 8 project-based assistance and where leasing preference is given to households on the local public housing or Section 8 waiting lists (maintained by the locality or the nearest Section 8 administrator for the locality in which the proposed development is to be located). Points are pro-rated for a development wherein fewer than 100% of its units have project-based assistance.
7.7.2	<p><b>Existing RD, HUD Section 8 or 236 Program</b></p> <p><b>NOTE: May apply to new construction if an existing RD or HUD contract is being bifurcated.</b></p>	0 or 20	The development must be subject to Rural Development or HUD Section 8 or 236 programs <b>at the time of Application</b> , including program participation. However, if the Applicant is the current owner or has any common interests with the current owner, either directly or indirectly, points will only be awarded if the Applicant waives all rights to any developer's fee associated with the acquisition of the development. The preceding condition may be waived by Virginia Housing for good cause. Waiver must be granted prior to Application submission.



## 7. Housing Credit Application Information continued

Housing Needs Characteristics			
	Point Category	Points	Explanation
7.7.3	Subsidized Funding Commitments	Up to 40	The subsidized funding point category has been broadened to include a wider range of funding sources and also provides that the receipt of such funding will be confirmed prior to the Authority's issuance of IRS form 8609 at completion of the development.
7.7.4	Tax Abatement	0 or 5	The development must qualify for a deferral on a portion of real estate tax increases (a real estate tax abatement) as authorized by the Code of Virginia, § 58.1-3219. Local or state subsidy is not eligible for these points.
7.7.5	New Project-Based Rental Subsidy (HUD or RD)	0 or 10	<b>New</b> project-based subsidy must be awarded from HUD, Rural Development or statewide rental assistance for the greater of 5 units or 10% of the total units of the proposed property.
7.7.6	High Opportunity Census Tract	0, 20, 25, or 30	If the census tract where the development is located has: <ul style="list-style-type: none"> <li>• less than 12% poverty - 20 points will be awarded;</li> <li>• less than 10% poverty - 25 points will be awarded;</li> <li>• less than 3% poverty - 30 points will be awarded.</li> </ul>
7.7.7	Rural Development – “High Priority”	0 or 15	The application must include a support letter from USDA RD stating that the rehab development is a priority.
7.7.8	Areas with An Increasing Rent Burdened Population	Up to 20	Any proposed new construction development (including adaptive re-use and rehabilitation that creates additional rental space) and that is located in an area identified by VH as an area with an increasing rent burdened population will be eligible for these points.  Applications receive 0 points for this point category in the At-Large Pool.

## 7. Housing Credit Application Information continued

### 7.8 Development Characteristics — Point Items

The following is meant to provide a better understanding of the Development Characteristics point items that may be selected in the application. Refer to the Submission Checklist for correct tab placement. Any selected enhancement points apply to all units.

Development Characteristics				
	Point Category		Points	Explanation
7.8.1	Amenities			
	7.8.1.a	Community/ Meeting Room	0 or 5	The development has a community room with a minimum of 749 sq. ft., complies with use guidelines, and includes wireless internet access that is restricted to residents only.
	7.8.1.b	Brick Walls or other similar low-maintenance material	Up to 20	Exterior walls are constructed using brick or other similar low-maintenance material approved by the Authority covering up to and including 50% of the exterior walls of the development.
	7.8.1.c	Fiber Cement Board Siding	Up to 20	Fiber cement board siding- Up to 20 points- Exterior walls are constructed using fiber cement board siding; up to and including 50% of the exterior walls of the development.
	7.8.1.d	Sub-metered Water Expense	0 or 5	Every unit in the development will be sub-metered with equipment capturing/measuring 100% of the water used in the unit (not just hot water usage) and households must pay the water provider directly to be eligible for these points. The water provider may be a third party utility collections company. If the locality does not allow water sub-metering OR if the household will not be paying the water provider directly, the Applicant does not qualify for these points.
	7.8.1.e	WaterSense Toilets, Faucets & Showerheads	0 or 3	Every unit in the development will have bathroom(s) containing only WaterSense labeled toilets, faucets and showerheads. <b>Points only apply if additional green certifications are not obtained.</b>
	7.8.1.f	High Speed Internet/ Broadband	0 or 1	<b>REHAB ONLY:</b> Each unit will be provided with the necessary infrastructure for high-speed or broadband internet service.

## 7. Housing Credit Application Information continued

Development Characteristics				
	Point Category		Points	Explanation
	7.8.1.g	Bath Fans	0 or 3	Each full bathroom will include: <ul style="list-style-type: none"> <li>• A bath fan wired to primary light with delayed timer; OR</li> <li>• A bath fan with humidistat.</li> </ul>
	7.8.1.h	USB Ports	0 or 1	In all units, minimum one USB charging port, will be provided in Kitchen, Living room and all bedrooms.
	7.8.1.i	LED Kitchen Lighting	0 or 2	All Kitchen light fixtures are LED and will meet the MDCR lighting guidelines.
	7.8.1.j	Solid Core Doors	0 or 3	All interior doors within the unit will be solid core. Solid wood doors will meet this requirement.
	7.8.1.k	Free individual Wi-Fi	0 or 12	Wi-Fi internet service will be provided for all units. <b>Must provide a resident internet education information, draft resident acknowledgment form, and internet security plan at time of application.</b> Resident education and form must be included in all resident files.
	7.8.1.l	Broadband/high-speed internet service will be provided for all units	0 or 10	<b>Must provide a resident internet education information, draft resident acknowledgment form, and internet security plan at time of application.</b> Resident education and form must be included in all resident files.
	7.8.1.m	Dehumidification	0, 2 or 5	Rehab only- Each apartment has dedicated space, drain and electrical hookups to accept a permanently installed dehumidification system; OR  All development types-Each Unit is equipped with a permanent dehumidification system.
	7.8.1.n	Balconies- New Construction only	0 or 4	Each unit will have balcony or patio with a minimum depth 5' clear from the face of building. Minimum 30 square feet clear area. All balconies are to follow applicable accessibility standards.

## 7. Housing Credit Application Information continued

Development Characteristics			
	Point Category	Points	Explanation
	7.8.1.o Fire Prevention or Suppression	0,2, or 4	<p>All cooking surfaces will be equipped with fire prevention or suppression features for the duration of the compliance period that meet Virginia Housing’s requirements below:</p> <ul style="list-style-type: none"> <li>• All units will have ranges to be certified to UL858 standards or features limiting the high end temperature of the stovetop below the auto-ignition point of most cooking oils (4 Pts); OR</li> <li>• All unit kitchens to include over the range fire suppression features such as canisters, etc. (2 Pts)</li> </ul>
	7.8.1.p ELDERLY ONLY: Front-Control Ranges	0 or 1	Every unit in the development will have a cooking range with front controls.
	7.8.1.q ELDERLY ONLY: Independent/ Supplemental Heat Source	0 or 1	All full bathrooms in the development will have an independent or supplemental heat source, in addition to the unit’s standard HVAC system.
	7.8.1.r ELDERLY ONLY: Outside unit entry ledge	0 or 2	Shelf or ledge outside each unit entry door located in an interior hallway. Must have capacity to hold 50 pounds or more. Size and design must allow for temporary storage of items, must include hooks and do not obstruct accessible route. Unit entry ledges must be at 48” maximum above finished floor.
	7.8.1.s ELDERLY ONLY: Two Eye Viewers	0 or 1	Every unit in the development will have an entrance door with two eye viewers, one at 44”-48” and the other at standard height.

## 7. Housing Credit Application Information continued

Development Characteristics			
	Point Category	Points	Explanation
7.8.2	<p>Federal Project-Based Rental Subsidy and Units for Persons with Disabilities – Unit Accessibility</p> <p><b>Note: Must include a Marketing Plan that meets VH’s marketing requirements. All accessible features, including but not limited to, grab bars and shower seats, must be permanently installed.</b></p>	0 or 50	Any development in which (i) the greater of five units or 10% of the units will be assisted by any form of documented and binding (a locality resolution may be acceptable) federal or state project-based rent subsidies, in order to ensure occupancy by extremely low-income persons; and (ii) the greater of five units or 10% of the units will conform to HUD regulations interpreting the accessibility requirements of § 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 (all common space must also conform to HUD regulations interpreting the accessibility requirements of § 504 of the Rehabilitation Act, and all the units described in clause (ii) above must include roll-in showers with seats and roll-under sinks and front control ranges).
7.8.3	<p>HUD 504 Accessibility – 10% of Units</p> <p><b>Note: Must include a Marketing Plan that meets Virginia Housing’s marketing requirements. All accessible features, including but not limited to, grab bars and shower seats, must be permanently installed.</b></p>	0 or 20	Any development in which 10% of the units (i) conform to HUD regulations interpreting the accessibility requirements of § 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 (all common space must also conform to HUD regulations interpreting the accessibility requirements of § 504 of the Rehabilitation Act).
7.8.4	<p><b>Proximity to Public Transportation</b></p>	0, 10 or 20	The development must be located within ½ mile of an existing commuter rail, light rail or subway station or ¼ mile of an existing public bus stop to be eligible for these points (10 points). If the development meets the above qualifications and is competing within the New Construction, Northern Virginia/Planning District 8, or Tidewater MSA pools, it will receive 20 points. Deals in the LHA pool can receive a maximum of 10 points. Note: On-call transportation for elderly developments will qualify for points.

## 7. Housing Credit Application Information continued

Development Characteristics			
	Point Category	Points	Explanation
7.8.5	Green Certifications	0 or 10	<p>Green Certification options:</p> <ul style="list-style-type: none"> <li>• EarthCraft Gold;</li> <li>• LEED;</li> <li>• NGBS Silver or higher;</li> <li>• Enterprise Green Communities;</li> <li>• Zero Energy Ready Home (future points).</li> <li>• Passive House (future points).</li> </ul>
7.8.6	Units Constructed to Meet Virginia Housing's <a href="#">Universal Design Guidelines</a>	Up to 15	<p>Points will be awarded on a prorated % basis for the number of units meeting this criterion in a General development.</p> <p>Elderly Developments must have 100% of the units meet this criterion in order to qualify for the points.</p> <p>It is mandatory that the Architect of Record attend Virginia Housing Universal Design training. Training must have occurred within the last 5 years or later. The Architect of Record must be listed on Virginia Housing's most current <a href="#">Universal Design Certificate Holders' listing</a> and must sign the Virginia Housing Architect's Certification.</p>
7.8.7	Historic Rehab	0 or 5	<p>The Structure must be listed individually in the National Register of Historic Places or be located in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district and the rehab must be completed in such a manner as to be eligible for historic rehab tax credits. Evidence that the Part I has been approved by the Department of Historic Resources must be submitted with the application.</p>
7.8.8	Less than 100 units	Up to 20	<p>Any development in which the applicant proposes to produce less than 100 low-income housing units.</p>

## 7. Housing Credit Application Information continued

Development Characteristics			
	Point Category	Points	Explanation
7.8.9	Telehealth	0 or 15	Provides telephonic or virtual health services.
7.8.10	Resident Services	0 or 15	Provides approved resident services or eligible childcare services.

### 7.9 Tenant Characteristics – Point Items

The following is meant to provide a better understanding of the Tenant Population Characteristics point items that may be selected in the application. Refer to the Submission Checklist for correct tab placement.

Tenant Population Characteristics			
	Point Category	Points	Explanation
7.9.1	No More Than 20% Of Units with One Bedroom or Less	0 or 15	The development will have no more than 20% of its units with one bedroom or less. Deals that are 100% elderly do not qualify for these points.
7.9.2	% of Units with 3 or More Bedrooms	Up to 15	<p>These points only apply to developments eligible for the points associated with the point category ‘No More Than 20% Of Units with One Bedroom or Less.’</p> <p>An additional 0.75 points will be awarded for each percent of the low- income units in the development with three or more bedrooms.</p>
7.9.3	Housing Credit Units that are income and occupancy-restricted to at or below 30% of AMI	Up to 10	For each percentage point of units in the proposed development that are both rent-restricted to and occupied by households at or below 30% of AMGI that are not subsidized by project-based rental assistance, one point will be assessed.
7.9.4	Housing Credit Units that are rent and occupancy-restricted to at or below 40% of AMI	Up to 10	For each percentage point of units in the proposed development that are both rent-restricted to and occupied by households at or below 40% of AMGI, one point will be assessed.

## 7. Housing Credit Application Information continued

Tenant Population Characteristics			
	Point Category	Points	Explanation
7.9.5	Housing Credit Units that are income and occupancy-restricted to at or below 50% of AMI	Up to 50	<p>The Applicant must commit to impose income limits on the low-income housing units throughout the extended use period (as defined in the IRC) below those required by the IRC in order for the development to be a qualified low-income development.</p> <p>Points will be assessed based on the percentage of housing units in the proposed development both rent- restricted to and occupied by households at or below 50% AMGI.</p>
7.9.6	Housing Credit Units that are rent- restricted	Up to 25	The Applicant must commit to impose rent limits on the low-income housing units throughout the extended use period (as defined in the IRC) below those required by the IRC in order for the development to be a qualified low-income development.
7.9.7	Developments in “Low-Income Jurisdictions” - Units that are rent-restricted at or below 50% of the AMGI and income-restricted at or below 60% of the AMGI	Up to 50	<p>The Applicant must commit to impose rent limits on the low-income housing units throughout the extended use period (as defined in the IRC) below those required by the IRC in order for the development to be a qualified low-income development.</p> <p>“Low-income jurisdiction” means any city and county in the Commonwealth with an area median income at or below the Virginia non-metro area median income established by the U. S. Department of Housing and Urban Development (“HUD”).</p>



## 7. Housing Credit Application Information continued

### 7.10 Sponsor Characteristics — Point Items

The following is meant to provide a better understanding of the Sponsor Characteristics point items that may be selected in the application. Refer to the Submission Checklist for correct tab placement.

Sponsor Characteristics			
	Point Category	Points	Explanation
7.10.1	Developer Experience-Tier One	0 or 5	Points for experienced sponsor involvement shall be awarded as follows:  (1) Tier 1: Five points shall be awarded to those experienced sponsors that have placed at least one federal Housing Credit development in service in Virginia within the past five years, as evidenced by an IRS Form 8609 having been issued for such development. The federal Housing Credit development must be active with no reported compliance issues remaining uncured, as determined by the executive director.
7.10.2	Developer Experience-Tier Two	0 or 15	Points shall be awarded to those experienced sponsors that have placed at least three federal Housing Credit developments in service (in addition to any deal for which points are awarded in Tier 1) in any state within the past six years, as evidenced by corresponding IRS Form 8609s. Experienced sponsors must certify with the application that each of said three developments is active with no reported compliance issues remaining uncured.
7.10.3	Developer Experience-Tier Three	0 or 5	Any applicant competing in the local housing authority pool may receive an additional five points for partnering with an experienced sponsor, other than a local housing authority. Applicants seeking said points must provide in their application evidence that the experienced sponsor is a principal in the Applicant (while ownership is required, no minimum ownership percentage of the experience sponsor partner is specified for points in Tier 3) and must provide a description of the assistance rendered and to be rendered by the experienced sponsor partner.

## 7. Housing Credit Application Information continued

Sponsor Characteristics			
	Point Category	Points	Explanation
7.10.4	Diversity, Equity and Inclusion	0 or 5	Five points shall be awarded to applicants that enter 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 (SWaM) certification program. The following services and roles qualify for points under this subdivision 5 e: (i) consulting services to complete the Housing Credit application; (ii) ongoing development services through the placed in service date; (iii) general contractor; (iv) architect; (v) property manager; (vi) accounting services; or (vii) legal services. The application must include a copy of the service provider's certification from the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program.
7.10.5	Developer Experience - Uncorrected Life Threatening Hazard	0 or -50	This penalty will apply to any applicant that includes a principal that was a principal in a development at the time the Authority inspected such development and discovered a life threatening hazard under the required LIHTC program physical condition standards.
7.10.6	Developer Experience- Uncorrected Form 8823 to IRS (non-compliance)	0 or -15	This penalty will apply to any Applicant that includes a principal who was a principal in a development that either (i) at the time Virginia Housing reported such development to the IRS for non-compliance had not corrected it by the time a Form 8823 was filed by Virginia Housing or (ii) ]remained out-of-compliance with the terms of its extended use commitment after notice and expiration of any correction period set by Virginia Housing. Penalty points for Uncorrected (non-compliance) will apply.

## 7. Housing Credit Application Information continued

Sponsor Characteristics			
	Point Category	Points	Explanation
7.10.7	Developer Experience-Principal Who Did Not Build As Represented	-2x	This penalty will apply if the application includes a principal who, in a previous application, did not build a development as represented in the Application for credit. The penalty, -2x the number of points assigned to the item(s) not built (per occurrence) will apply for a period of three years after the last Form 8609 is issued for the development and is in addition to any other penalties Virginia Housing may seek under its agreements with the Applicant.
7.10.8	Developer Experience-Principal Who Failed to Provide a Minimum Building Requirement as Required in a Previous Application	0 or -50 per item	This penalty will apply if the application includes a principal who, in a previous application, did not provide either a minimum building requirement as defined in Minimum Design & Construction Requirements or required non-point item as referenced in the Tax Credit Application. A 50 point penalty per requirement will apply for three years after the issuance date of the last Form 8609 and is in addition to any other penalties Virginia Housing may seek under its agreements with the Applicant.
7.10.9	Developer Experience-Principal Who Had Credits Terminated by Virginia Housing	0 or -10	This penalty will apply if the application includes a principal who, in a previous application, had a reservation of credits involuntarily terminated by Virginia Housing. A 10-point penalty will apply for three years after the credits are returned to Virginia Housing and is in addition to any other penalties Virginia Housing may seek with the Applicant.
7.10.10	Developer Experience-Exceeding Cost Limits	0 or -50	This penalty will apply if the application includes a principal that was a principal in a development for which the actual cost of construction exceeded the applicable cost limit by 5% or more (-50 points for a period of 3 calendar years beginning January 1 of the year following the completion of the cost certification). If the Board of Commissioners determines that exceeding the cost limit by more than 5% was outside the applicant's control based upon documented extenuating circumstances then no negative points.

## 7. Housing Credit Application Information continued

Sponsor Characteristics			
	Point Category	Points	Explanation
7.10.11	Developer Experience- More than Two Requests for Final Inspection	0 or -5	This penalty will apply if the application includes a principal who, in a previous application had more than two requests for final inspection.  Negative 5 points will apply beginning the year after the prior application incurred the penalty and continue for two years.
7.10.12	Management Company Rated Unsatisfactory by Virginia Housing	0 or -25	If the ownership of any Applicant includes a principal, who in a previous application hired a management company to manage a tax credit development, after such management company received an “unsatisfactory” rating from VH during the compliance and extended use periods of such development.
7.10.13	Developer Experience- Requesting a Qualified Contract	Disqualified	Beginning January 1, 2019, any applicant that includes a principal that has pursued a Qualified Contract in Virginia will be disqualified.

### 7.11 Efficient Use of Resources

The following is meant to provide a better understanding of the Efficient Use of Resources point items that will be calculated in the application.

Efficient Use of Resources			
	Point Category	Points	Explanation
7.11.1	Credit Per Unit	Up to 200	Up to 200 points will be awarded based on the percentage by which the total amount of credits, per low-income housing unit type, for a given property, is less than the maximum allowable credit amount using a sliding scale, the credit points are calculated by the difference between your savings and the desired 60% savings, you get all points if you provide 60% of savings.
7.11.2	Cost Per Unit	Up to 100	Up to 100 points will be awarded based on the percentage by which the total amount of credits, per low-income housing unit type, for a given property, is less than the maximum allowable credit amount using a sliding scale, the credit points are calculated by the difference between your savings and the desired 50% savings, you get all points if you provide 50% of savings.

## 7. Housing Credit Application Information continued

### 7.12 Bonus Point Items

The following is meant to provide a better understanding of the Bonus point items that may be selected in the application. Refer to the Submission Checklist for correct tab placement.

Bonus Points			
	Point Category	Points	Explanation
7.12.1	Extended Use Restriction	40 or 50	<p>Applications documenting that the owner will maintain the low-income units in compliance for 10 years over the standard 30-year extended use period (40 years of total compliance)- 40 points; OR</p> <p>Applications documenting that the owner will maintain the low-income units in compliance for 20 years over the standard 30-year extended use period (50 years of total compliance)- 50 points.</p>
7.12.2	Nonprofit or Local Housing Authority (LHA) Purchase Option  <b>NOTE: If points are requested for extended compliance above, no points will be awarded for a purchase option or right of first refusal.</b>	0 or 60	<p>The Purchase Option or Right of First Refusal must be signed and notarized by both the applicant and the participating nonprofit. If, during the document review and scoring process, Virginia Housing determines that the nonprofit or LHA is not qualified, the Applicant may submit a request to select one of the extended compliance options and Virginia Housing may award the appropriate points.</p> <p>The qualified nonprofit must have a minimum of 10% ownership in the general partnership or managing member for the full 15-year compliance period to qualify for these points. LHAs are not subject to the 10% ownership requirement.</p>
7.12.3	<b>Homeownership Option</b>  <b>NOTE: If points are requested for extended compliance above, no points will be awarded for a purchase option or right of first refusal.</b>	0 or 5	<p>The local housing authority (LHA) LHA or qualified nonprofit commits to sell the units in the development to tenants.</p> <p>This category is limited to properties with detached single-family homes on individual lots that are not part of a homeownership association with mandatory dues. Points under this category are not available to applicants receiving points for extended compliance.</p>

## 7. Housing Credit Application Information continued

Bonus Points			
	Point Category	Points	Explanation
7.12.4	9% Developments with 4% Bond Funding	10, 20 or 30	<p>Developments funded with 9% Tax Credits that are also funded with 4% Tax Exempt Bonds:</p> <ul style="list-style-type: none"> <li>• 30% of Aggregate units funded by Tax-Exempt Bonds (10 Points);</li> <li>• 40% of Aggregate units funded by Tax-Exempt Bonds (20 Points);</li> <li>• 50% of Aggregate units funded by Tax-Exempt Bonds (30 Points).</li> </ul> <p>Both developments must be closed by April of the year following the allocation year. A one-time 4% bond closing extension to September of the year following the allocation year will be allowed with a \$10,000 extension fee.</p>
7.12.5	Rental Assistance Demonstration (RAD) program, or other PHA conversion to project-based rental assistance, and competing in the LHA Pool	0 or 10	Any development participating in the Rental Assistance Demonstration (RAD) program, or other PHA conversion to project-based rental assistance, competing in the Local Housing Authority pool. Applicants must show proof of a CHAP or HUD commitment.
7.12.6	Electronic Payment	0 or 5	Any applicant that commits in the application to submit any payments due the Authority, including reservation fees and monitoring fees, by electronic payment.
7.12.7	Ownership by Socially Disadvantaged Principals	0 or 5	Applicants with at least one principal having an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development that is a socially disadvantaged individual. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. The social disadvantage must stem from circumstances beyond their control. There is a rebuttable presumption that the following individuals are socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, and Asian Americans and Pacific Islanders. This provision shall be interpreted in accordance with 13 CFR § 124.103.

## 7. Housing Credit Application Information continued

### 7.13 Reservation Application- 4% Tax-Exempt Bonds

These developments, because they are federally subsidized, only qualify for the 4% credit. Bond financing must be more than 50% of the development's aggregate basis plus land while the maximum allowable credits are calculated on 100% of the qualified basis of the low-income units. Virginia Housing must determine that the development satisfies the threshold requirements of the QAP. Only the minimum amount of credits will be allocated to the development to make it financially feasible.

The application is the same for 9% and 4% credits and can be found on our website, [VirginiaHousing.com](http://VirginiaHousing.com). The 4% Tax Credit Application was created using Microsoft Office 365. The Mandatory Items that must be submitted with the 4% Reservation application are the same as "Reservation Application Mandatory Items," described in Section 6.5., as well as a Physical Needs Assessment (if applicable) and a Phase I Environmental Assessment. Please note that there is a requirement to meet with TCA Staff prior to submission of reservation application if you have not previously submitted a successful 4% application. If available, please add an inducement resolution.

	Description
7.13.1	Complete the Locality Notification Information form (online submission) prior to application submission — <b>Preferably at least 45 days prior to submitting the application.</b>
7.13.2	Submit the Application for Reservation — The market study, Physical Needs Assessment (if applicable), Phase I Environmental Site Assessment, and \$1,000 Application Fee are due with the Application.
7.13.3	The appraisal fee (if applicable) is due when Virginia Housing notifies the Applicant of the appraisal fee (typically within 7-10 days of receiving Application).
7.13.4	Virginia Housing reviews the Application for threshold, financial and market feasibility.
7.13.5	If the Application qualifies for an allocation, Virginia Housing will request payment of the Reservation Fee.
7.13.6	After receipt of the Reservation Fee, Virginia Housing sends the Section 42(m) letter and Extended Use Agreement. 42(m) letters are effective for six months, after which an updated budget and resubmission fee will be required.
7.13.7	An Existing Conditions Questionnaire must be submitted with the reservation application for all 9% and 4% rehab deals.

Virginia Housing will be requiring the submission of a 50% test with all 4% deals to be submitted after bond closing and no later than 8609 application. **NEW!** If revisions need to be made to a 4% application that has been submitted, a new application (including application fee) is **REQUIRED**. The new applications will be placed in order for review behind complete applications already in progress.

## 7. Housing Credit Application Information continued

### 7.14 How to Submit Reservation Applications (9% and 4%)

Applicants must submit all application materials through Procorem only. Submit application material following the protocol below. If application fee is paid via Virginia Housing's invoice portal, it's considered received at the date and time of payment.

Naming Protocol	Description
[Dev Name] - Reservation App	Active Microsoft Excel workbook
[Dev Name] – Reservation App  <b>NOTE: If all attachments are not in one PDF, Virginia Housing has the right to deny the application.</b>	PDF file which includes the following: PDF copy of the signed application, including self-score sheet and all application attachments (i.e. tab documents, excluding the market study, plans, specs and/or work write-up)
[Dev Name] - Market Study	PDF or other readable electronic format
[Dev Name] - Plans & Specs & Unit-by-Unit Write-up (if applicable) <b>or</b> [Dev Name] – Plans & Unit-by-Unit Write-up (if applicable) [Dev Name] - Specs	PDF Plans and Specifications  PDF Unit-by-Unit Work Write-up (if applicable)
[Dev Name] - Physical Needs Assessment (if applicable)	PDF or other readable electronic format
[Dev Name] – Phase I Environmental Assessment	PDF or other readable electronic format

\* [Dev Name] = type in the name of the development

To set up a Procorem work center, applicants must email the Tax Credit Allocation department with the email address and the name of the project(s) you want associated with that email address. Please see instructions for using Procorem at [VirginiaHousing.com](http://VirginiaHousing.com) for more information.

#### **Application fees must be paid prior to the deadline.**

If a mandatory item is not provided with the Reservation application or needs to be corrected, the Executive Director may allow applicant an opportunity to submit such attachments with a possible 10-point penalty. Virginia Housing reserves the right to request additional information for purposes of clarification within 48 hours of notification.



## 8. Allocation Information

In addition to scoring applications, Virginia Housing must also determine the amount of credits to award the development. In no case can Virginia Housing provide more credits than necessary to make the development financially feasible. This is a two-step analysis, with the development qualifying for the lesser of: (1) the maximum amount of credits allowed on the development given the amount of eligible basis and the percentage of qualified low-income units (i.e. the applicable fraction) and (2) the amount of credits necessary to generate enough equity to fill the gap between the development's total sources and uses. Applications must remain competitive throughout allocation and 8609. If scores drop to the point where they are no longer competitive, credits may be reduced.

A reservation of credits is made after an initial feasibility analysis by Virginia Housing and is conditioned on the development's sponsor meeting certain requirements. Applicants who satisfy the requirements are given an allocation of credits. If a development is placed in service in the year of allocation, it qualifies for a regular allocation and Forms 8609 must be issued on or before December 31. If the development is not placed in service in the year of allocation, the developer must request a Carryforward Allocation. A second feasibility analysis is completed by Virginia Housing to reflect any changes in the development's cost and/or financial structure shown in the Allocation app application, granting a Carryforward Allocation.

After a building has been placed in service (i.e., the rehab is substantially complete as evidenced by AIA Substantial Completion form or for new construction, Certificates of Occupancy are issued), the Owner will submit the Application for IRS Form(s) 8609 to Virginia Housing. A third feasibility analysis is performed at that time. The final credit amount is the lesser of the amount necessary to make the development feasible and the amount of the earlier Carryforward Allocation.

### 8.1 Allocation Applications

Virginia Housing sends out customized Carryforward Allocation Applications to developers that have accepted a reservation of credits. Carryforward Allocation Applications are due back to Virginia Housing no later than the established deadline posted in the schedule. A late charge of \$500 per day will be assessed for each calendar day past the due date that the Allocation Application is not returned to Virginia Housing.

At the issuance of the allocation, an allocation representative will be assigned to each development. Please contact your assigned allocation representative if you have any questions during the allocation process.

## 8. Allocation Information continued

### 8.2 How to Submit Allocation Applications

Complete the Allocation Application by verifying and/or updating answers to all questions. Submit all application materials in electronic format only to the Virginia Housing Procorem site. The following protocol must be used to name files.

Naming Protocol	Description
Allocation – [Dev Name] – Application	Active Microsoft Excel workbook
Allocation – [Dev Name] – Application	PDF copy of the signed application
Allocation – [Dev Name] – Attorney’s Opinion	Attorney’s Opinion, if applicable
Allocation – [Dev Name] – IRS EIN #	IRS EIN #
Allocation - [Dev Name] – Owner’s Cert	Owner’s Certification
Allocation – [Dev Name] – Investor LOI	Investor LOI
Allocation – [Dev Name] – [Document Name]	Other document(s) revised since the Reservation Application
Allocation – [Dev Name] – Physical Needs Assessment	Physical Needs Assessment, only applicable for 9% rehab
Allocation – [Dev Name] – Phase I Environmental Site Assessment	Phase I Environmental Site Assessment, only applicable for 9% deals

\*[Dev [Dev Name] = type in the name of the development

## 8. Allocation Information continued

### 8.3 Allocation Application Mandatory Items

The following items must be submitted with the Allocation application.

	Mandatory Item
8.3.1	Excel copy of the Allocation Application
8.3.2	Electronic/PDF copy (via Procorem site) of signed Allocation Application and attachments
8.3.3	Attorney's Opinion
8.3.4	IRS Letter Confirming the Assignment of the EIN Number (Form SS-4) to the owner (i.e. LP, LLC, etc.)
8.3.5	Site Control Documentation in the form of (1) a copy of the recorded deed or land lease (or memorandum of land lease) or (2) a copy of the document and recording receipt (separate deadline established in Reservation documents). It is expected these costs align with the representation made in the Reservation Application. Recording Taxes and Fees should be allocated to the appropriate cost line.
8.3.6	<b>Owner's Certification</b> – must include an itemized list of expenditures. This does not have to be certified by a CPA, unless required by the attorney for the Attorney's Opinion letter. For purposes of calculating the 10% test, the reasonably expected basis in the development consists of land and depreciable property, regardless of whether those items are included in eligible basis.
8.3.7	Letter from Syndicator or Investor (LOI)
8.3.8	Other documents revised since the Reservation Application
8.3.9	Capital Needs Assessment, if rehab
8.3.10	Phase I Environmental Site Assessment <ul style="list-style-type: none"><li>• Plans and Specifications as described in Appendix KK</li></ul>

### 8.4 Meeting the 10% Test

If the owner has not incurred more than 10% of the reasonably expected basis by the Allocation Application due date, then it must submit documentation to Virginia Housing that more than 10% of the reasonably expected basis has been incurred within 12 months of the Carryforward Allocation Agreement date.

**NOTE: 10% tests are due 30 days prior to the 12-month deadline for meeting the expenditure test.**

## 9. Application for 8609 Information

Virginia Housing policy relating to both 9% allocations and 4% tax-exempt allocations requires that the owner notify Virginia Housing's Tax Credit Allocation Department in writing within 30 days after the date the units in the last building in the development are ready for occupancy. Place the building in service by a notice of substantial completion for rehab projects or certificates of occupancy (CO) for new construction. If new construction, at least one unit per BIN must have a CO or temporary CO. In the case of rehabs, there is also a per unit expenditure test that can be met for this purpose if substantial completion has not been achieved. The required expenditure amount is \$6,000 plus an inflationary figure that puts the total at approximately \$6,700 per unit. A cost certified per unit expenditure in lieu of substantial completion is required to support the expenditure amount.

If the 8609 Application, including requested supporting documentation, is submitted to Virginia Housing late, the owner will be subject to a fine of \$100 per calendar day, up to \$7,500. Form(s) 8609 will not be issued until the fee is paid.

### 9.1 Application for 8609

Following notification of readiness for occupancy to Virginia Housing's Tax Credit Allocation Department, the owner will receive a customized 8609 application for their development. Virginia Housing will also schedule the final physical inspection of the development, which will include entry into several representative units. The primary purpose of this inspection is to determine that the building(s) and units were produced in accordance with representations made in the Reservation Application and in accordance with Virginia Housing's Minimum Design & Construction Requirements.

Virginia Housing prefers that loan closings for permanent financing occur before requesting Form(s) 8609. However, if closing has not occurred, you may still submit an 8609 Application. Submit a copy of the permanent funding commitment(s), along with other supporting documentation requested on the 8609 Submission Checklist.

An Auditor's Report and Final Cost Certification are required prior to the issuance of the final housing credit allocation and IRS Form(s) 8609. The Independent Auditor's Report must be completed in accordance with generally accepted auditing standards, which require that the auditor obtain reasonable assurance about whether the Final Cost Certification is free of material misstatement. The Final Cost Certification is an itemization of final development costs and concludes which portion of the costs is included in eligible basis. For consistency, the itemization presented in the Final Cost Certification should match the itemization in the 8609 Application. Virginia Housing would also like to see certified uses attested to by a certified auditor.

### 9.2 Deadline for 8609 Applications

For both 9% and 4% deals, a completed 8609 Application must be submitted to Virginia Housing within 180 days of the date on which a development's last building becomes ready for occupancy, as evidenced by the Certificate of Occupancy (for new construction) or Architect's Certificate of Substantial Completion (for rehabs).

**Special Rule for 9% Credit Developments:** According to Virginia Housing's Contract to Enforce Representations, 8609 Applications for 9% credit developments are due no later than April 30th of the second year following the year of allocation. Extensions may be granted for up to 12 months beyond April 30th with prior approval by Virginia Housing.

## 9. Application for 8609 Information continued

### 9.3 How to Submit the 8609 Application

An Excel copy of the Application, as well as an electronic/PDF copy of the signed Application and all attachments must be submitted to the development's Procorem site. **Do not e-mail or submit hard copies. The Owner MUST notify allocation staff when the application is complete and submitted.**

### 9.4 Application for 8609 Mandatory Documents

The following items must be submitted with the application for 8609. Submit the following using the Virginia Housing Procorem site:

	Mandatory Item
9.4.1	Completed 8609 Application (active Excel workbook)
9.4.2	Electronic/PDF copy of the signed Application
9.4.3	Virginia Housing-requested supporting documents (see Excel Application Submission Checklist)
9.4.4	Permanent financing documentation (or other docs, if Closing has not occurred)
9.4.5	Construction Contract and GC Cost Certification
9.4.6	Grant Agreement(s), if applicable
9.4.7	Final Partnership Agreement and Development Agreement (if applicable)
9.4.8	Independent Auditor's Report
9.4.9	Final Cost Certification
9.4.10	<a href="#">Certification of Sources and Uses</a>
9.4.11	EIN verification for 4%
9.4.12	Green certification (if applicable)
9.4.13	<a href="#">Final RESNET Form</a>
9.4.14	<a href="#">SWaM Contract Certification</a>

## 9. Application for 8609 Information continued

### 9.5 Application for 8609 Deadlines

The following deadlines must be met for the submission of 8609 application information.

Deadline	Description
Within 30 days of construction completion of the units in the last building	Submit notification to VH's Tax Credit Allocation Department no later than 30 days after the units in the last building are ready for occupancy, as evidenced by a Certificate of Occupancy or Architect's Certificate of Substantial Completion (if rehab).
No more than 180 days after construction completion of the units in the last building	Submit the 8609 Application, including supporting documentation (see list above and 8609 checklist).
No later than April 30th (of the second year following the year of allocation)	8609 Applications for developments financed with 9% credits are due. Extensions may be granted for up to 12 months beyond April 30th with prior approval by Virginia Housing.

### 9.6 Corrections to 8609(s)

Virginia Housing often receives requests to amend previously issued 8609s (e.g. building addresses or placed-in-service dates that are listed incorrectly on the Application by the owner). Errors may cause the allocation of tax credits to be invalid and subsequently, cause recapture of the tax credits by the IRS. Due to the administrative burden placed on everyone involved, Virginia Housing will charge \$1,000 for each Form 8609 to be corrected and reissued.

## 10. Recapitalization

No application for new credits will be accepted for any building or development that is still subject to the compliance period for previously allocated low-income housing tax credits.

Any development having completed the initial compliance period and receiving additional credits must continue to comply with the existing Extended Use Agreement as well as any new Extended Use Agreement restrictions.

An applicant may submit an application for credits for a development for which the extended use period was terminated as a result of foreclosure, provided the applicant has no relationship with the owner or owners of such development during its initial compliance period.

Including in the case of foreclosure, acquisition credits are not available until the initial 15-year compliance period has ended.

## 11. Qualified Contract Information

All applications that receive an allocation of either 9% or 4% credits waive the right to pursue a Qualified Contract. Also, any principal in a development that pursues a Qualified Contract after January 1, 2019 will not be eligible to apply for an allocation of credits in any subsequent rounds.

Section 42(h)(6)(E)(i)(II) of the IRC created a provision that housing credit agencies respond to requests for presentation of a Qualified Contract (“Request for Qualified Contract”) for tax credit developments with expiring compliance periods. The Request for Qualified Contract is a request that the housing credit agency find a buyer (who will continue to operate the property as a qualified low-income property) to purchase the property for a qualified contract price, calculated pursuant to IRS Section 42(h)(6)(F). If the housing credit agency is unable to present a qualified contract within one year, the extended use period is terminated. However, the development will remain subject to the requirements set forth in Section 42(h)(6)(E)(ii); that is, for a three-year period commencing on the termination of the compliance period, the owner may not (i) evict or terminate a tenancy (other than for good cause) of an existing tenant of any low-income unit, or (ii) increase the gross rent with respect to any low-income unit except as permitted under Section 42 of the IRC, as well as the requirements of the Extended Use Agreement. A qualified purchaser can be a nonprofit or a for-profit entity that agrees to maintain the affordable housing units and fulfill all requirements of the Extended Use Agreement.

Many owners have chosen to waive the right to request a Qualified Contract and have committed to thirty years or more of operation as low-income rental housing. Owners should review the QAP, Tax Credit Application, Carryforward Agreement and Extended Use Agreement to determine whether a waiver is in place for the development.



## 12. Program Administration

Please refer to this section for questions related to the administration of the federal Housing Credit program.

### 12.1 Summary of Program Fees – The following fees will be assessed:

Amount	Description	Program
\$1,000 or \$2,000	<b>Application Fee</b> – Applications will not be processed until the application fee is paid. An additional application fee of \$2,000 will be required for any updates to 4% applications that require another review.	9%, 4%
TBD	<b>Appraisal Fee</b> – The appraisal fee (if ordered by Virginia Housing) based on the complexity of the assignment. Virginia Housing will not order the appraisal until the fee is received.	9, 4%
7% of annual credit amount	<b>Reservation Fee</b> – Assessed only to those applicants accepting a 9% credit reservation; the amount is communicated in a letter sent with the Reservation Agreement; due as instructed in Reservation correspondence from Virginia Housing.	9%
7% of annual credit amount	<b>Reservation Fee</b> – Assessed only to those applicants accepting a HOTC credit reservation; the amount is communicated in a letter sent with the Reservation Agreement; due as instructed in Reservation correspondence from Virginia Housing Program - HOTC.	9%
7% of annual credit amount	<b>Reservation Fee</b> – Assessed only to tax-exempt bond applicants who qualify for an allocation of 4% tax credits; due after the submission of the Application, upon written request by Virginia Housing. This fee will be calculated based on the lesser of the credit amount from Virginia Housing’s feasibility review or the credit amount requested by the Applicant. If at 8609 Application the review causes a reduction in the feasible credit amount, there will be no refund of the original fee, as it is considered a minimum application fee; the Section 42(m) letter will not be issued until the fee is paid.	4%
\$500 per calendar day	<b>Late Submission of Reservation Agreement</b> – fee is assessed when any of the reservation documents, including Reservation Agreement, are not submitted to Virginia Housing by the stated deadlines; communicated to Applicants via Reservation Agreement cover letter; significant delay may result in loss of the reservation. After 5 p.m. on any date is considered the following calendar day.	9%
\$500 per calendar day	<b>Late submission of Allocation Application</b> – fee is assessed per calendar day for each day after the deadline. After 5 p.m. on any date is considered the following calendar day; applications will not be processed until the fee is paid.	9%
\$100 per calendar day	<b>Late submission of Placed in Service documentation</b> – fee is assessed per calendar day for each day after the deadline. Placed in service documentation must be submitted within 30 days of being issued.	9%, 4%

## 12. Program Administration continued

Amount	Description	Program
\$100 per calendar day	<b>Late Submission of 8609 Application</b> – it is Virginia Housing’s policy completed 8609 Applications be submitted within 6 months of the development’s Construction Completion Date, as evidenced by a Certificate of Occupancy or Architect’s Certificate of Substantial Completion (if rehab). The fee is \$100 per calendar day, up to \$7,500.	9%, 4%
\$1,000 per form	<b>Correction of Form(s) 8609</b> – The fee is assessed when an owner requests Virginia Housing to issue an amended 8609 due to the original being issued with incorrect data supplied by the owner. The amended 8609 will not be issued until the fee is paid.	9%, 4%
\$5,000 per form	<b>Replacement of Documentation Previously Provided</b> , e.g. original Extended Use Regulatory Agreement.	9%, 4%
\$45 per unit per year	<b>Compliance Monitoring Fee</b> – after all buildings are placed in service. The fee is reduced to \$30 per unit during the extended use period (years 16+). Submit to Virginia Housing’s Compliance & Asset Management department.	9%, 4%
\$35 per unit per year	<b>Compliance Monitoring Fee</b> – RD Developments - after all buildings are placed in service. The fee is reduced to \$20 per unit during the extended use period (years 16+). Submit to Virginia Housing’s Compliance & Asset Management department.	9%, 4%
\$20,000	<b>Qualified Contract Preliminary Application Fee</b>	9%, 4%
\$20,000	<b>Qualified Contract Application Fee</b>	9%, 4%
\$2,000	<b>Extension Fee – per request</b>	9%, 4%
\$15,000	<b>Subsidy Layering Review</b>	9%, 4%

For-profit sponsors pay reservation fees at the time signed reservation agreements are due at Virginia Housing. Nonprofit sponsors competing or eligible to compete in the Nonprofit Pool and developments competing or eligible to compete in the Local Housing Authority Pool pay reservation fees at the time of the first syndication payment, but no later than the Allocation Application Deadline.

Waiver of application fees and reservation fees are not granted under any circumstances. The Executive Director has the discretion to waive all other fees. Waivers may be granted as circumstances warrant and will be evaluated on a case-by-case basis.

## 12. Program Administration continued

### 12.2 How to Submit Payments

Virginia Housing implemented a new invoice portal to collect fees in 2024. This portal provides options to set up a free one time direct draft from a banking account or charge to a credit card (for an additional 3% transaction fee). Virginia Housing is using a banking provider and no account information will be stored after the transaction is complete.

An invoice will be provided with information on how to access the Rental Housing invoice portal; the application fee invoice will be uploaded when a Procorem work center is requested and the reservation fee invoice will be sent with reservation documents. As soon as an invoice is paid within the portal it is considered received.

You may still submit payments by check if you did not elect the points for electronic payments. Checks are considered received at the time they are delivered to the Allocation Department.

Mail checks to:

Virginia Housing  
Attn: Tax Credit Allocation  
601 S. Belvidere Street  
Richmond VA 23220

### 12.3 Updating Program Information

Periodically, it is necessary to update information relating to the tax credit program due to the availability of new information or to clarify program requirements in response to new questions. Updates will be sent via e-mail and will be posted on the Virginia Housing federal Housing Credit Programs website. Applicants are responsible for making sure they receive all necessary information for submitting applications. Sign up for important updates [via the tax credit website](#).

### 12.4 Change of General Partner or Managing Member

Change of General Partner or Managing Member (direct or indirect) is prohibited prior to the development being placed-in-service (PIS) and is subject to approval by Virginia Housing. Per the Extended Use Agreement, the Owner shall notify Virginia Housing and Virginia Housing must approve, in advance, of any sale, assignment, transfer or exchange of all or any part of the development or of any ownership interest in the Owner (other than investor member interests).

In addition, the Extended Use Agreement requires that an applicant that received federal Housing Credits as a result of competing in the Nonprofit Pool, remain a Qualified Nonprofit Organization (as defined in subsection (h)(5)(C) of § 42), and both materially participate in the development and operation of the development and own 100% of the managing member interests in the Owner throughout the Compliance Period.

### 12.5 Related Entities Limit

No more than 15% of the per capita credit amount may be reserved to any party or related parties, either directly or indirectly, in any credit year. See the QAP for information on related parties and the credit cap. This limitation does not apply to credits awarded to developments funded with tax-exempt bonds but does apply to developments receiving credits in the Accessible Supportive Housing 9% pool. The limit is applied to the year credits are reserved.

## 12. Program Administration continued

### 12.6 Applications are Open to the Public

Applications are subject to review under the Virginia Freedom of Information Act. As such, interested individuals may request the opportunity to inspect and copy them.

Applications for 9% and 4% credits are available for viewing on Virginia Housing's website. Virginia Housing will post applications and all attachments (excluding plans, specifications, and appraisals). Scanned files are listed by year and then alphabetically by development name.

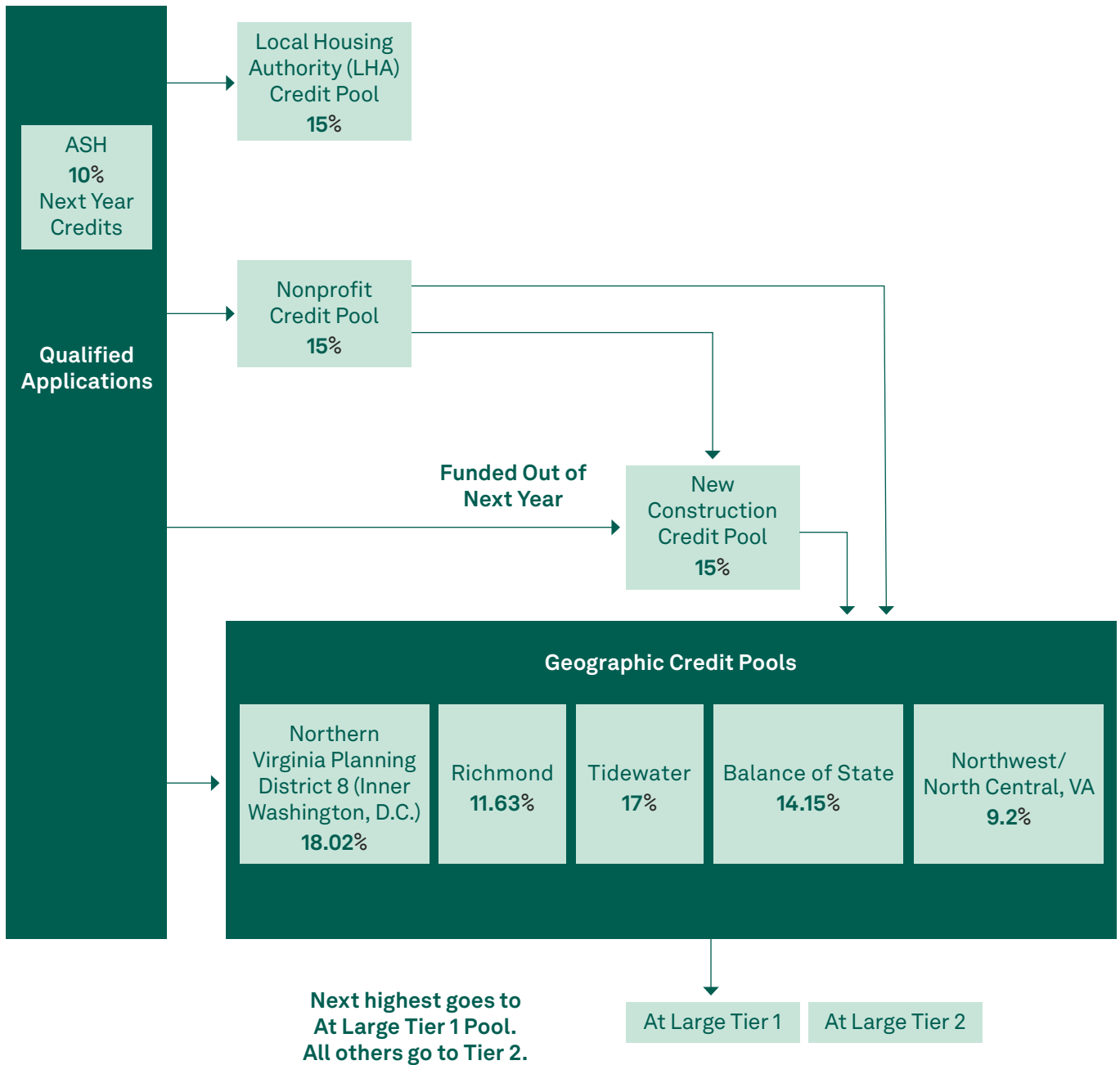
### 12.7 Authorization of the Executive Director

The Executive Director is authorized to waive or modify any provision herein, where deemed appropriate, for good cause to promote the goals and interests of the Commonwealth in the federal Low-income Housing Tax Credit program, to the extent not inconsistent with the IRC.

### 12.8 Extended Use Agreement

If, for any reason, an applicant awarded credits requests that Virginia Housing amend or replace a previously issued EUA prior to the close of the Extended Use Period, Virginia Housing may use its discretion to include within such amendment or replacement EUA certain new or updated provisions contained within the form EUA in effect at the time Virginia Housing issues the amendment or replacement EUA to the applicant.

A. Rules of Ranking



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### B. 2024 Cost Limits

Cost Limits (Per Square Foot)	New Construction	Rehab
Northern Virginia and ASH	\$520	\$390
Richmond, Tidewater, NW/NC	\$344	\$253
Balance of State	\$250	\$201

Cost Limits (Per Unit)	New Construction	Rehab
Northern Virginia and ASH	\$550,481	\$471,516
Richmond, Tidewater, NW/NC	\$331,194	\$246,756
Balance of State	\$302,887	\$233,654

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### C. Hybrid 9% - 4% Deal Parameters

Combination developments seeking both 9% and 4% credits must adhere to the following:

- All units utilizing both 9% and 4% credits must clearly be presented as two separately financed deals including separate equity pricing that would support each respective deal in the event the other were no longer present.
- While deals are required to be on the same or a contiguous site they must be clearly identifiable as separate. This should include signage and marketing materials for both.
- While the Authority prefers separate buildings, if co-located within the same building footprint the property must identify separate entrances, stairwells and elevators. Further, the ability to create a separate leasing space must exist.
- The units financed by tax exempt bonds may not be interspersed throughout the development (no unit checker-boarding).
- The ability to generate an appraisal for both the 9% and 4% side of the development must exist.
- The stated mix of units cannot be changed or the deal risks losing its allocated credits.

All applicants seeking points in this category (**that have not previously competed with a 9/4 hybrid**) must arrange a meeting with Authority staff at the Authority's offices prior to the deadline for submission of the application in order to review both the 9% and the tax exempt bond financed portion of the project. **Any new applicant failing to meet with Authority staff in advance of applying will not be allowed to compete in the current competitive round as a combination development.**

During this meeting development professionals can expect to discuss the following topics relative to the hybrid deal:

- Review requirements/timing for the 4% side and penalties if 4% doesn't come to fruition
- Who will be issuing bonds?
- Structure of both projects – separate legal parcels, separate condominiums, separate ground leases?
- Who is syndicator/investor and what role, if any, do they want in financing of deal?
- Are the attorneys and accountants versed in 9/4 combos and how to trace funds between developments?
- Construction Monitoring
- Amenities. What are the amenities and on which side are they located? Virginia Housing must approve cross-easements for use of amenities, charges for use of amenities and determination that amenities sufficient for both developments. If one side is an elderly development, does it have its own entrance and leasing office?

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- T/E bond issues. (i) To be included in bond deal, must meet Virginia Housing deadlines on current bond schedule; (ii) must provide all documentation in Finance’s list, e.g. bond questionnaire; and (iii) comply with Virginia Housing standard Special Conditions for T/E bond financing – including review and approval of plans and specs and construction contract early in the process.
- Tenant Relocation. If applicable, what is the plan for managing existing tenants and the renovation?
- Plans and Specifications. How far are these along for both sides of the hybrid?

If seeking Virginia Housing financing, the following may be covered:

- Locality financing issues
- Virginia Housing Loan in balance
- Retainage/Contingency
- General Contractor. Is the GC familiar with Virginia Housing Construction Contract provisions re: 10% completion assurance LOC, release of retainage at 90% completion, stored materials, etc.
- GAP loans. T/E short-term loan to meet the 50% test must be secured 100% by a letter of credit.
- MUMI. Virginia Housing statutory requirements must be met if MI or MI with MU.
- Ground Leases. Ground leases must be “subordinated” to Virginia Housing's Deed of Trust (landlord joins in D/T to subject its interest to the lien of D/T). Exception exists for lease from a locality, with a Virginia Housing Board resolution and a lease in a form approved by Virginia Housing.
- Condo issues. Virginia Housing must approve condominium documents. Virginia Housing Borrower must have controlling voting interest in condominium association.
- Coordination of Closing. Typically need to close both loans at same time b/c purchasing the land simultaneously.

### D. Cure Period Information

The executive director may choose to allow for the immediate correction of minor and immaterial defects affecting mandatory items (but not points items) in an application. Should the executive director choose to allow correction, applicants will be given 48 hours from the time of notification to cure defects with their application. If the executive director allows an applicant to cure minor defects, that does not constitute approval or acceptance of the application and is not an assurance that the application, upon further review, will be deemed acceptable. The cure period information in this section applies to the 9%, 4% and HOTC programs.

Examples of items that may be considered as “curable” include:

- a. If the applicant has failed to include a required document, the applicant may supply the document, provided, however, that the document existed on the application deadline



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date and, if the document is a legal agreement or instrument, the document was legally effective on the application deadline date;

- b. If statements or items in the application are contradictory or mutually inconsistent, the applicant may present information resolving the contradiction or inconsistency, provided, however, that the information accurately reflects the state of affairs on the application deadline date;
- c. The applicant may provide any required signature that has been omitted, except for applications that the executive director deems to be substantially incomplete; and
- d. The applicant may cure any scrivener's error, missing or defective notarization, defective signature block, or defective legal name of an individual or entity.

The applicant will be notified of any curable defects it discovers by telephone, and, simultaneously, in writing electronically (email). The applicant's corrective submission shall not be considered unless it is received by the executive director no later than 48 hours (excluding weekends and legal holidays) from the written notification. If an applicant fails to respond to the notification of curable defects within the 48-hour cure period, or if an applicant's response is nonresponsive to the question asked, a negative conclusion shall be drawn. Failure to respond to an item in a cure notification will result in the denial of points in that category or the application may be deemed to not meet threshold. After the application deadline, telephone calls or other oral or written communications on behalf of a tax credit applicant (for example, from a project's development team, elected representatives, etc.) other than information submitted pursuant to this subdivision shall not be accepted or considered before preliminary reservation awards have been announced.

### **E. Compliance Monitoring**

#### **Compliance Monitoring**

Virginia Housing will perform periodic reviews of LIHTC properties according to the required program regulations, property-specific occupancy requirements in the Extended Use Agreement, and IRS 8609 form. The authority will determine which low-income housing developments will be reviewed in a particular year and which tenant records are to be inspected.

The project owner and its management agent are responsible for being aware of the development's specific program requirements to ensure compliance with the tax credit program and contractual agreements with Virginia Housing.

The initial on-site inspection of buildings and units in the development, and compliance monitoring review of project records and tenant certification files will be completed by the end of the second calendar year following the year the last building in the development is placed in service and at least once every three years thereafter. Units and tenant files will be selected as required under the program requirements. The Authority will provide a reasonable notice of inspection and compliance monitoring review of not more than 15 days.

#### **Extended Use Agreement ("EUA")**

The EUA identifies the Project requirements the Owner must meet and aligns with the QAP, the LIHTC Allocation Workbook, and the IRS form 8609. The EUA also lists the Project's Applicable Fraction, which is the total percentage of qualified low-income units always required in the Project.

The recorded EUA will include language for the required number of units for which point incentives were awarded, along with the requirement to maintain its minimum set-aside in the Project and the

## Appendices continued

Applicable Fraction. If point incentives are awarded for a fixed number of units in the EUA, the units must be maintained in the designated income limitations throughout the Extended Use Period (30+ years).

### **IRS 8609 Form**

The signed IRS 8609 form also guides the Agency compliance monitoring for the property.

### **8609 Form Part I – Issued by Virginia Housing**

Virginia Housing issues Part I of the IRS 8609 form to the Owner with the Tax Credit allocation amount, the Project allocation date, and Placed in Service Date for each Building.

### **8609 Part II - Executed by the Owner**

The Owner must complete and sign Part II of the IRS 8609 form to define the Project in line 8b, identify the beginning of the Credit Period in line 10a, and select the Minimum Set-Aside election in line 10c. A copy of the signed 8609 Part II and attachment showing all Buildings for Line 8b must also be sent to the Project's assigned Compliance Officer.

### **Compliance Monitoring Tenant File Audit and Property Inspection Notice, Sampling and Frequency**

The compliance monitoring review includes a reasonable notice of not more than 15 days, the compliance monitoring sample provided on the day of the visit, the inspection of the low-income tenant certifications, the documentation the owner received to support that certification, the rent, and annual utility allowance records for the tenants in those units, and other project records.

Review <https://www.govinfo.gov/content/pkg/FR-2019-02-26/pdf/2019-03388.pdf>. IRS Amendments to the Low-Income Housing Tax Credit Compliance Monitoring Regulations.

### **Compliance Monitoring Non-Compliance Reporting and Penalties**

Virginia Housing is required by the Internal Revenue Code to monitor developments for compliance with the program requirements and report all non-compliance using IRS form 8823 for all properties in the Compliance Period. Noncompliance discovered and corrected before receiving notice of a Virginia Housing compliance monitoring audit is not reportable to the IRS and shows due diligence in managing the program requirements. The IRS will ultimately determine the tax consequences of noncompliance. Noncompliance deficiencies that remain uncorrected at the end of the correction period may incur penalty points affecting future requests for funding or management agent approval.

### **Annual Owner Certification**

The IRS regulations requires all tax credit owners to annually complete an owner certification and submit it to the Agency for review of continued program compliance. An annual owner certification is required beginning with the first year all buildings are placed in service by 12/31. The annual owner certification includes questions that the owner or its official representative must answer and submit to Virginia Housing. Review the annual reporting requirements on our [Compliance Monitoring web page](#).

### **Average Income Test Annual Reporting**

The Owner must annually report unit designation changes, the qualified group of units for the AIT ("AIT QGU"), the qualified group of units for the applicable fraction ("Applicable Fraction QGU"), and excluded units. The Owner must attach the property rent roll and Occupancy and Demographics report according to the annual Owner's Certification Year-End AIT reporting instructions. See the guidance in the annual tax credit [Reporting User Instructions](#).

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### **Annual Compliance Monitoring Fees and Electronic Invoice Payment Portal**

Virginia Housing requires Tax Credit properties to pay annual compliance monitoring fees once all buildings are placed in service. Tax Credit properties that have not placed all buildings in service by 12/31 are not required to pay compliance monitoring fees.

New Fee (Per Unit)	Program Type
\$45.00	Tax Credit Properties in the Compliance Period (years 1-15)
\$35.00	RD Properties in the Compliance Period (years 1-15)
\$30.00	Tax Credit Properties after the Compliance Period (years 16+)
\$20.00	RD Properties after the Compliance Period (years 16+)

Outstanding compliance monitoring fees not paid by its due date will be assessed a late fee. The Virginia Housing electronic invoice payment portal should be used to pay annual compliance monitoring fees. The payment portal provides options to set up a **free**, one-time direct draft from a banking account or charge to a credit card for an additional **3% transaction fee**. Virginia Housing uses a banking provider; no account information will be stored after the transaction is complete. The payment portal can accept invoices for multiple projects in one transaction and provides an immediate email confirmation.

To access the Electronic Invoice Payment Portal, scroll to the top of the [Compliance Monitoring web page](#), click "Login" in the top right corner, and select "Rental Housing Invoice Portal." Review the [Rental Housing Invoice Portal Instructions](#) on the Compliance monitoring webpage for additional guidance.

### **Change in Business Relationship and Property Contacts**

Property owners must immediately report changes in the ownership and management agent associated with the development. Changes that must be reported immediately include owners, ownership structure, management agents, on-site property staff, or other primary property representatives. Updated contact information assists the Agency with managing annual reporting, scheduling required compliance monitoring, loan management, and sharing property reports and information.

Report changes in owner or management agent by submitting a [Request for Change in Ownership and/or Management Agent](#) as it occurs, or the change can be reported in the annual owner's certification report. If you have any questions, email [Owner-MgmtChange@VirginiaHousing.com](mailto:Owner-MgmtChange@VirginiaHousing.com).

Report changes in property contacts with the assigned regional Compliance Officer, or email our general email inbox, [Compliance-AssetManagement@VirginiaHousing.com](mailto:Compliance-AssetManagement@VirginiaHousing.com).

### **Utility Allowance Estimates**

Federal regulations and guidance governing the tax credit program, requires property owners to annually obtain an estimate of reasonable household utility costs for the unit size and utilities paid directly by the tenant to be deducted from the maximum allowable rent. Tax credit properties may rely on the utility allowance schedule published by the local PHA without Agency review and approval. All costs associated with obtaining the annual utility allowance estimates are the sole responsibility of the building owner. Utility allowance estimates are included in the gross rent

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calculation and should include all tenant-paid utility charges for heat, electricity, water, sewer, trash, gas, and air conditioning. Utilities do not include telephone, cable, or internet services.

The IRS regulations provide several methods for establishing utility allowances for projects with tax credit funding, requiring a 90-day review period for the tenants and agency.

Email [UtilityAllowances@VirginiaHousing.com](mailto:UtilityAllowances@VirginiaHousing.com) to forward utility allowance review requests or if you have any questions.

### **Target Population Marketing Requirements**

The Target Population leasing preference requires property management staff to market all available units to approved Referring Agents to lease units to the Target Population first before offering the unit to the general population until the required unit commitment is met.

Properties that fail to document their active marketing efforts to lease vacant units to the approved Referring Agent, will be cited with non-compliance, and may be required to hold unit(s) vacant for up to 60 days to actively market unfilled vacant units to approved Referring Agents. Non-compliance with the marketing requirement is subject to a penalty point deduction in future funding requests with the Authority Review the [Target Population Referral Guidance](#) on our website.

### **Required Virginia Tenant Rights and Responsibilities Form**

The Tenant Rights and Responsibilities form must be signed by all tenants and documented in all tenant certification files annually. The form can be found on the Department of Housing and Community Development (DHCD) [DHCD website](#).

### **Online Tenant Portal**

All tenant certifications and activities must be updated in the online Tenant Portal as they occur. Email [TenantPortalAdmin@VirginiaHousing.com](mailto:TenantPortalAdmin@VirginiaHousing.com) or your assigned Compliance Officer if you need system access or have questions about the required updates for all units in the development.

### **Virginia Housing Program Income & Rent Limits**

Virginia Housing assembles and posts the income and rent limits for the Tax Credit program, including MTSP, HERA Special, Average Income, and National Non-Metropolitan tables as a resource for properties. The Owner must consult with professionals to confirm the proper limits for Tax Credit Sites. Review the [HUD published MTSP income limits](#).

### **Compliance Monitoring Guidance, Documents and Forms**

Information for compliance monitoring guidance, tenant and required lease forms, annual reporting updates and instructions, and other program information can be found on the [Compliance Monitoring](#) page of our website.

### **Required AIT Annual Reporting**

The Owner must annually report: Unit Designation Changes and the Qualified Group of Units for the AIT (“AIT QGU”) and the Qualified Group of Units for the Applicable Fraction (“Applicable Fraction QGU”) and Excluded units. The Owner must attach the property rent roll and Occupancy and Demographics report according to the Owner’s Certification Year-End report AIT reporting instructions. See the guidance in the Annual tax credit [Reporting User Instructions](#).

### F. Average Income Test Guidance

#### **Average Income Test (AIT) Written Guidance**

On October 12, 2022, the IRS published the federal Low-Income Housing Tax Credit Final and Temporary Average Income Test (“AIT”) regulations.

The Virginia Housing AIT guidance is issued according to Treasury Regulations, Section 42 of the Internal Revenue Code, and published IRS guidance for properties in the Virginia Housing portfolio. Virginia Housing may amend the guidance to conform with the regulations and guidance or as may otherwise be appropriate, as determined by Virginia Housing. In the event of any inconsistency or conflict between these monitoring procedures and the procedures outlined in the regulations, the provisions outlined in the regulations shall control.

The AIT is based on the AMI income limitation assigned to the unit (aka Unit Designation), not the actual income of the Tenant. The Unit Designations are allowed to “float” between units in the project and must average 60% AMI or less to meet the AIT. Low-income units may be counted towards meeting the annual report of the AIT and Applicable Fraction QGU if the units are habitable, the Tenants are income eligible, and they pay the unit- designated AMI gross rent throughout the Extended Use Period.

#### **Owner AIT Written Guidance – Unit Designation Changes**

The Owner must establish written policies and procedures for AIT unit designation changes. Unit designation changes allow the Project to adapt to existing or potential Tenants’ needs. Virginia Housing approval is not required before a unit designation change during the reporting year. However, all unit designation changes must be reported in the annual Owner’s certification Year-End report.

#### **Owner Reporting of AIT Noncompliance**

The Owner must annually report the compliance status of all units in the AIT and Applicable Fraction QGU. Noncompliance discovered and corrected before receiving notice of a Virginia Housing compliance monitoring audit is not reportable to the IRS and shows due diligence in managing the program requirements.

**AIT Noncompliance Correction Waiver:** The IRS AIT Final Rule allows Virginia Housing to provide a written waiver with an extension of time to correct AIT non-compliance discovered by the Owner or Virginia Housing. Contact your assigned Compliance Officer to submit a written request for a waiver of AIT noncompliance.

#### **The AIT and 4% Tax-Exempt Bonds**

The IRS Final AIT regulations do not include the Tax-Exempt Bond program. However, Virginia Housing permits 4% Tax-Exempt Bond Projects to implement AIT and all its income limitations as long as at least 40% of all residential low-income units in the Project are designated at or below 60% AMI throughout the Extended Use Period.

- \* Example: In the example below, 40% of all units are designated below 60% AMI at the 40% income limitation, which meets the Virginia Housing unit mix requirements for Sites with 4% Tax- Exempt Bonds.

The QAP also guides compliance with the Project rules based on the year the Project was awarded federal Tax Credits.

## Appendices continued

### **Virginia Housing Program Income & Rent Limits**

Virginia Housing assembles and posts the income and rent limits for the Tax Credit program, including MTSP, HERA Special, Average Income, and National Non-Metropolitan tables, in the Program Limits Excel document posted on our website. The Tax Credit income and rent limits are shared as a resource. The Owner must consult with professionals to confirm the proper limits for Tax Credit Sites.

### **Extremely Low-Income Limits (ELI)**

The 30% AMI level calculated for the AIT is not the same as the Extremely Low-Income (ELI) restriction under the federal and state National Housing Trust Fund or HOME programs. The Owner must be mindful of the program differences of Projects with layered program requirements and follow the most restrictive program requirements.

### **Virginia Housing Rental Compliance Monitoring Website**

Information for compliance monitoring guidance, tenant and required lease forms, annual reporting updates and instructions, and other program information can be found on the [Compliance Monitoring page of our website](#).

## **G. Virginia Housing Opportunity Tax Credits (HOTC) Rules and Regulations**

### Chapter 200. Rules and Regulations for the Allocation of Virginia Housing Opportunity Tax Credits

These rules and regulations of Virginia Housing (the “Authority”) for the allocation of the Virginia housing opportunity tax credits (the “credits”) made as of November 1, 2021, are amended effective as of November 2, 2022, for the purpose of governing the distribution, reservation and allocation of the credits available under §§ 58.1-439.29 and 58.1-439.30 of the Code of Virginia, and any amendments or supplements thereto, for housing developments located throughout the Commonwealth of Virginia for occupancy by low-income persons and households.

#### **13VAC10-200-10. Definitions.**

The following words and terms when used in this chapter shall have the following meanings, unless the context clearly indicates otherwise:

“Applicant” means an applicant for HOTC under this chapter and also means the owner of the development to whom the HOTC are allocated.

“Authority” means Virginia Housing.

“Eligibility certificate” means a certificate issued by the Authority to the owner of a qualified project certifying that such project qualifies for the HOTC, has been awarded HOTC pursuant to the provisions of this chapter, and specifying the amount of HOTC that the owner of such qualified project may claim.

“Enabling legislation” means §§ 58.1-439.29 and 58.1-439.30 of the Code of Virginia, and any amendments or supplements thereto.

## Appendices continued

“HOTC” or “credits” means the Virginia housing opportunity tax credits as created in the enabling legislation, as implemented in this chapter.

“IRC” means the Internal Revenue Code of 1986, as amended, and the rules, regulations, notices, and other official pronouncements promulgated under the IRC.

“IRS” means the Internal Revenue Service.

“LIHTC” means the federal low-income housing tax credits as provided in § 42 of the IRC, as amended.

“Qualified application” means a written request for HOTC which is submitted by an applicant on a form or forms prescribed or approved by the executive director together with all documents required by the Authority for submission and meets all mandatory items and any minimum scoring requirements as set forth on the application form, instructions, or other communication available to the public.

“Qualified low-income buildings” or “qualified low-income development” means the buildings or development, which meets the applicable requirements in §42 of the IRC to qualify for an allocation of credits under § 42.

“Qualified project” means a qualified low-income building or qualified low-income development that is located in Virginia, is placed in service on or after January 1, 2021, has received an allocation of HOTC under this chapter, and is issued an eligibility certificate.

### **13VAC10-200-20. General.**

A. The Authority is designated in the enabling legislation to administer the HOTC and is authorized to promulgate these regulations, guidelines, instructions, and documents necessary to implement and administer the HOTC and approve, allocate, and certify the use of the HOTC, including the issuance of eligibility certificates.

B. The executive director is authorized to waive or modify any provision in this chapter where the executive director deems it appropriate for good cause to promote the goals and interests of the Commonwealth in the HOTC program, to the extent not inconsistent with the IRC or the enabling legislation.

### **13VAC10-200-30. Availability and amount of HOTC.**

A. Based upon the legislative intent of § 58.1-439.30 G of the Code of Virginia, notwithstanding any provisions of the enabling legislation inconsistent with § 58.1-439.30 G, the Authority will award:

1. For calendar year 2021, up to \$15 million of HOTC for qualified projects. The credit period shall be one year.

2. For calendar years 2022 through calendar 2025, up to \$60 million of HOTC for qualified projects for each of the four calendar years beginning in calendar year 2022 through calendar year

## Appendices continued

2025. The credit period shall be ten years. The credit shall be allowed ratably for each qualified project, with one-tenth of the credit amount allowed annually for 10 years over the credit period, except that there shall be a reduction in the tax credit allowable in the first year of the credit period due to the calculation in 26 U.S.C. § 42(f)(2) and any reduction by reason of 26 U.S.C. § 42(f)(2) in the credit allowable for the first taxable year of the credit period shall be allowable for the first taxable year following the credit period.

The aggregate HOTC program for calendar years 2021 through calendar year 2025 for qualified projects shall equal up to \$255 million. Any HOTC not used by taxpayer in a taxable year may be carried forward by a qualified taxpayer for the succeeding five years. If a HOTC has been awarded prior to January 1, 2026, such credit may continue to be claimed on a return for taxable years on and after January 1, 2026, but only pursuant to its applicable credit period.

B. To qualify for the HOTC, the applicant must have applied for federal 9% LIHTC or federal 4% LIHTC, and have been (i) allocated LIHTC or (ii) allowed LIHTC (i.e., determined by the Authority to be eligible for LIHTC but not allocated LIHTC). In the event of alternative clause (ii) of this subsection, the HOTC may be stand-alone (i.e., not allocated to the applicant in addition to LIHTC). An applicant having applied for 9% LIHTC (including applicants having been awarded 9% LIHTC) may elect to amend its application from 9% LIHTC to 4% LIHTC in connection with assignment of points and rankings for HOTC in accordance with 13VAC10-200-40. In so doing, the applicant may increase or decrease its requested federal credit amount.

C. While only LIHTC projects placed in service on or after January 1, 2021 may be eligible for HOTC, not every development receiving LIHTC and placing in service on or after January 1, 2021 will receive HOTC. Rankings and awards of HOTC to qualified projects shall be in accordance with 13VAC10-200-40.

D. The HOTC for each qualified project may be (i) up to the amount of the federal LIHTC allocated or allowed for the qualified project or (ii) a percentage of the federal LIHTC allocated or allowed for the qualified project, as determined by the Authority, based upon the availability of HOTC as compared to the federal LIHTC allocated or allowed for the qualified projects or such other factors the executive director deems appropriate for good cause to promote the goals and interests of the Commonwealth in the HOTC program.

E. The Authority may pre-allocate future years' HOTC, but such credits cannot be claimed until the calendar year designated by the Authority. Subject to the requirement that the total amount of tax credits authorized under this chapter shall not exceed \$15 million for calendar year 2021 and \$60 million per year for calendar years 2022 through 2025, the Authority may re-allocate, in the following calendar year, but no later than December 31, 2025, any HOTC that are recaptured, disallowed, terminated or canceled and returned to the Authority.

F. If the amount of HOTC authorized in a calendar year for qualified projects is less than the total amount of credits available for qualified projects, the balance of such credits, in an amount not greater than 15 percent of the amount of credits available (i) shall be allocated by the Authority for any qualified project in the following calendar year, (ii) shall not be allocated at any time after such following calendar year, and (iii) shall be allocated no later than December 31, 2025.



### **13VAC10-200-40. Applications, ranking of applications and award of HOTC.**

A. Application for a reservation of credits shall be commenced by filing with the Authority an application, on such forms as the executive director may from time to time prescribe or approve, together with such documents and additional information as may be requested by the Authority in order to comply with this chapter and to make the reservation and allocation of the credits in accordance with this chapter.

B. For purposes of subsection A of this section, the Authority may utilize the application submitted for LIHTC, alone or with an HOTC addendum, or may require an entirely new HOTC application be submitted.

C. The executive director may:

1. Reject any application from consideration for a reservation or allocation of credits if in such application the applicant does not provide the proper documentation or information on the forms prescribed by the executive director.

2. Prescribe such deadlines for submission of applications for reservation and allocation of credits for any calendar year as deemed necessary or desirable to allow sufficient processing time for the Authority to make such reservations and allocations.

3. Divide the amount of credits into separate pools and each separate pool may be further divided into separate tiers. The division of such pools and tiers may be based upon one or more of the following factors:

- a. Geographical areas of the state;
- b. Types or characteristics of housing;
- c. Construction;
- d. Financing;
- e. Owners;
- f. Occupants;
- g. Source of credits; or
- h. Any other factors deemed appropriate by the executive director to best meet the housing needs of the Commonwealth.

D. The development for which an application is submitted may be, but shall not be required to be, financed by the Authority. If any such development is to be financed by the Authority, the application for such financing shall be submitted to and received by the Authority in accordance with Rules and Regulations for Multi-Family Housing Developments (13VAC10-20).

E. The Authority shall review each application, and, based on the application and other information available to the Authority, shall assign points to each application as follows:

1. According to points assigned pursuant to 13VAC10-180, Rules and Regulations for Allocation of Low-Income Housing Tax Credits; or

2. Such other methodology for assigning points as determined by the executive director to promote the goals and interests of the Commonwealth in the HOTC program. Such methodology

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may include prioritizing one or more of the following:

- a. Unfunded developments in the At-Large pools of the 9% LIHTC competition, in order to produce more LIHTC units in Virginia;
- b. Unfunded developments in the Local Housing Authority pool of the 9% LIHTC competition or other developments that are a part of a local housing authority's public housing revitalization efforts;
- c. 9% LIHTC and 4% LIHTC developments that have not yet placed in service having equity funding gaps, in order to make such developments feasible;
- d. Developments that preserve existing affordable housing;
- e. Developments with rents and income limits that are more deeply targeted than required by the LIHTC program;
- f. Developments in high-opportunity areas; or
- g. Developments providing enhanced tenant services, as defined by the Authority.

3. Of the \$60 million of HOTC authorized per calendar years 2022 through 2025, \$20 million of such credits shall be first allocated exclusively for qualified projects located in a locality with a population no greater than 35,000 as determined by the most recent United States census ("Priority Developments"). Such allocation of HOTC shall constitute the minimum amount of such tax credits to be allocated for Priority Developments. However, if the amount of such tax credits requested for Priority Developments is less than the total amount of such credits available for Priority Developments, the balance of such credits shall be allocated for any qualified project, regardless of location. In allocating or allowing such credits to Priority Developments, the Authority shall give equal consideration to qualified 9% LIHTC and 4% LIHTC projects.

The executive director may exclude and disregard any application that the executive director determines is not submitted in good faith or would not be financially feasible.

4. Upon assignment of points to all of the applications, the executive director shall rank the applications based on the number of points so assigned. If any pools shall have been established, each application shall be assigned to a pool and, if any, to the appropriate tier within such pool and shall be ranked within such pool or tier, if any. The amount of credits made available to each pool will be determined by the executive director. Those applications assigned more points shall be ranked higher than those applications assigned fewer points. Applications with the highest rankings shall receive allocations up to the allowable amount, determined by the executive director pursuant to 13VAC10-200-30, prior to any allocations to lower ranking applicants.

In the event of a tie in the number of points assigned to two or more projects, the executive director shall select one or more of such applications by lot for an award of credits.

5. Within a reasonable time after credits are reserved to any applicant applications, the executive director shall notify each applicant for such reservations of credits either:

1. Of the amount of credits reserved to such applicant's application by issuing to such applicant a written binding commitment to allocate such reserved credits subject to such terms and conditions as may be imposed by the executive director therein and by this chapter, or

2. That the applicant's application has been rejected or excluded or has otherwise not been reserved credits in accordance with this chapter.

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3. The Authority's board shall review and consider the analysis and recommendation of the executive director for the reservation of credits to an applicant, and, if it concurs with such recommendation, it shall by resolution ratify the reservation by the executive director of the credits to the applicant, subject to such terms and conditions as it shall deem necessary or appropriate to assure compliance with the binding commitment issued or to be issued to the applicant and this chapter. If the board determines not to ratify a reservation of credits or to establish any such terms and conditions, the executive director shall notify the applicant of the board's determination.

4. The Authority shall provide the Department of Taxation with copies of HOTC award letters and eligibility certificates, or summary reports of the HOTC award letters and eligibility certificates no less than annually.

5. In the event the Authority terminates an applicant's award of LIHTC pursuant to 13VAC10-180-60 or the applicant enters into a cancellation agreement with the Authority for such award, the award of HOTC shall also immediately terminate or be canceled, as applicable, and the Authority will notify the Department of Taxation accordingly.

### **13VAC10-200-50. Eligibility certificate.**

Upon the Authority's approval of a final cost certification that complies with the Authority's requirements and the satisfaction of all requirements set forth in the HOTC award letter issued by the Authority, the executive director shall issue an eligibility certificate to a qualified project.

### **13VAC10-200-60. Recapture of HOTC.**

A. The Authority will monitor the developments receiving HOTC in the same manner it monitors LIHTC properties pursuant to the IRC and in accordance with 13VAC10-180, Rules and Regulations for Allocation of Low-Income Housing Tax Credits.

B. If under § 42 of the IRC, a portion of any federal LIHTC taken on a qualified project is required to be recaptured or is otherwise disallowed during the one-year HOTC credit period, the taxpayer claiming HOTC with respect to such project shall also be required to recapture a portion of any HOTC. The percentage of HOTC subject to recapture shall be equal to the percentage of LIHTC subject to recapture or otherwise disallowed during such period. Any tax credits recaptured or disallowed shall increase the income tax liability of the qualified taxpayer who claimed the tax credits in a like amount and shall be included on the tax return of the qualified taxpayer submitted for the taxable year in which the recapture or disallowance event is identified.

C. In the event the HOTC is awarded as a stand-alone credit, the percentage of HOTC subject to recapture shall be equal to the percentage of LIHTC that would have been subject to recapture or otherwise disallowed, as determined by the executive director, during such period.

### **13VAC10-200-70. Fees.**

The executive director may impose application, allocation, certification, and monitoring fees designed to recoup the costs of the Authority in administering the HOTC. Such fees shall be payable at such time as the executive director shall require.

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### H. Credit Refresh Process

#### Credit Refresh Process

Requests must be made using the Virginia Housing Change Request form.

Requests can only be made for developments that have met their 10% test unless you received a prior approval through a Change Request. Requests will be processed September 1 through September 30, however, you may notify Virginia Housing of intent to request at any time. The Consent to Cancel must be formalized by November 1.

Principals of any applicant requesting a refresh of credits will not be eligible to apply for credits in the following year's competitive round and will waive their right to pursue a Qualified Contract. Credits that are refreshed will be issued for current year credits.

More than one refresh request for the same project is not guaranteed.

### I. Qualified Contract Request Process

#### Qualified Contract Request Procedure

After the last day of the fourteenth year of the compliance period of the last building placed in service or the last year of a multiple allocation, an eligible owner of a project utilizing federal low-income housing tax credits may request a QC pursuant to IRC §42(h)(6)(E) for the acquisition of the low-income portion of the development.

For example, if five buildings in the project began their credit periods in 1990 and one started in 1991, the 15th year for the purposes of a Request would be 2005.

If the project received its first allocation of \$500,000 in 1990 and a subsequent award of \$25,000 in 1992, the 15th year for the purposes of a Request would be 2006.

The following procedure sets forth the terms and conditions project owners must follow in order for Virginia Housing (the “Authority”) to administer qualified contract (“QC”) requests.

All principals in the ownership of a development requesting a Qualified Contract in Virginia will be prohibited from receiving an allocation of tax credits beginning January 1, 2019.

#### **Notice of Intent to File Request (Preliminary Application)**

Between January 1 and January 31 of each year, the Authority will accept Preliminary Applications (“PAs”) from owners (“Owners”) of projects utilizing federal low-income housing tax credits to determine their eligibility to submit a request for a QC (“a Request.”) The Owner must submit the following with the Preliminary Application:

- a) first year 8609s showing Part II completed;
- b) copies of all uncorrected 8823s (if any);
- c) documentation regarding right of first refusal for purchase and waivers thereof (if any);
- d) cash-flow statements for the previous 12 months;
- e) \$20,000 non-refundable administrative fee.

After receiving the PA, the Authority will schedule a mandatory meeting with the applicant. The Authority shall determine the eligibility of an Owner to submit a Request by confirming the following:

- (i) the owner did not waive its right to request a QC during the allocation of the tax credits;
- (ii) the tax credit property meets the basic physical compliance standards that are necessary to claim credits— an on-site physical inspection will be conducted during the preliminary review to confirm; and
- (iii) the owner has secured waivers of any purchase options and rights of first refusal connected to the property.

Therefore, each PA must address each of the preceding three items. If after the review of the PA, the Authority determines the Owner is not eligible to submit a Request, the Authority will notify the Owner in writing of the reason why, and the Owner may re-apply up to one additional time

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in subsequent rounds. Any owner that waived its right to request a QC during the allocation of the tax credits is ineligible to submit a Request. Waivers of purchase options and rights of first refusal connected to the property may not be conditioned upon the Authority presenting a QC to the owner.

In addition to addressing basic eligibility as explained above, each Owner shall provide cash-flow statements for the previous 12 months and certify in its PA that it has all the necessary documentation to submit a Request. The PA will not bind the Owner to submit a Request and does not start the one-year period (“1YP”) defined in §42(h)(6)(I). An Owner may only submit 2 preliminary applications for a property, regardless of whether they move forward with an official request or are disqualified as part of the preliminary review.

### **Filing a Request**

The Authority will accept Requests from July 1 through July 31 of each year from Owners who submitted a PA and have been determined by the Authority to be eligible to submit a Request.

The Owner files a Request by filing with the Authority such documents and additional information as may be requested in order to comply with the IRC and these procedures and to determine the QC price in accordance with §42(h)(6)(F) (collectively the “Application.”) The Executive Director may reject any Application from consideration for a QC if the Owner does not provide the proper documentation or information. The 1YP does not start until the Owner submits a complete Application with all required documents to the satisfaction of the Authority and a QC price has been agreed upon by both parties.

The Application shall include the Owner’s proposed QC price. Such proposed QC price shall include an opinion of an independent certified public accountant or other assurances satisfactory to the Executive Director, setting forth the calculation of the QC price requested in the Application and certifying, among other things, that the Owner is entitled to the QC price requested. In addition, the Owner must submit the following items with the Application:

- a) annual partnership federal tax returns for all 15 years of operation since the start of the credit period (“all years”);
- b) audited annual project financial statements for all years;
- c) loan documents for all secured debt during the compliance period;
- d) partnership agreement (original, current and all interim amendments);
- e) title report;
- f) final cost certification, including detailed sources;
- g) an additional \$20,000 non-refundable administrative fee; and
- h) a \$30,000 deposit for anticipated third-party costs.

The deposit for anticipated third-party costs may be used by the Authority to pay for:

- a) an accountant to confirm the QC price requested in the application;
- b) a physical needs assessment for the entire project;
- c) an appraisal for the entire project;
- d) a market study for the entire project; and,
- e) a Phase I environmental (and a Phase II, if necessary).

If third-party costs exceed the Owner’s deposit, the Authority shall make a request for an additional deposit or deposits. The Owner shall continue to make additional deposits to cover such costs in increments of \$10,000 until all such costs are covered. The processing of the Request will

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be suspended during any time an additional deposit has been requested from the Owner until such funds are received from the Owner. If requested funds are not received within 15 days of notice to the Owner the processing of the Request will be terminated.

When the Owner submits its Request, it is authorizing the Authority to start spending the funds on deposit to pay for the items listed as ‘anticipated third-party costs’ (a) to (e), above. The 1YP will start on the date a valid price has been determined and accepted by both parties. A valid Request is a **complete** Application from an eligible Owner. The 1YP shall be suspended during any period of time during which the Authority is waiting for additional documentation from the Owner (or agents of the Owner) determined by the Authority (or professionals or agents hired by the Authority) to be necessary to determine the QC price.

The Owner may choose to cancel the Request at any time and any remaining funds in the deposit shall be returned to the Owner. There is a maximum of 2 requests per property.

### **Marketing of Property**

Once the final request has been processed and the QC price has been established, the property will be posted for sale on Virginia Housing's website. All documents the Authority deems relevant to the marketing and sale of the property will also be posted. All contacts on Virginia Housing's interested parties list will be notified of the available property. Virginia Housing reserves the right to hire a broker payable from the applicant's deposit.

Virginia Housing will schedule tours of the property with potential buyers, as needed. A notice of the scheduled visit will be provided to on-site property management a minimum of 48 hours prior to the tour. In submitting the QC request, the Owner agrees to cooperate with marketing in all reasonable respects and if the property deteriorates below the level necessary to claim credits, the 1YP will be suspended until the property is brought back in to compliance.

**If Virginia Housing determines that the Property is a high priority asset, and the loss of affordable housing units would have a severe adverse effect on the local market, Virginia Housing may provide incentive to a third party purchaser or may elect to purchase the property.**

### **Presentation of a Qualified Contract**

The Authority will create a standard form contract to use when presenting the QC that includes basic real estate transaction terms and that is as close to a contingency-free contract as possible. The Owner and the proposed buyer would be free to negotiate different transaction terms prior to closing; however, failure of such negotiations does not negate the following paragraph.

Under IRC §42(h)(6)(E)(i)(II), the Authority's only obligation is to “present” to the Owner a bona fide contract signed by a prospective buyer to acquire the Owner's project for the QC price (“the Contract.”) When the Authority presents the Contract to the Owner, regardless of when or if the Contract is fulfilled, the possibility of terminating the extended use period is removed for the remainder of the affordability period and the project remains bound to the provisions in, and may not terminate, the extended use agreement. Whether or not the Owner actually executes the contract and closes the transaction is a separate, legally unrelated question.

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### **General Rules**

In keeping with the clear purpose of IRC § 42, the Authority will resolve every case of doubt or interpretation in determining the QC price, both with regard to the overall process and particular projects, in favor of a lower QC price.

Disputes resulting from unreasonable, unprofessional, and/or bad faith conduct on behalf of the Owner, may result in Virginia Housing issuing a written determination that no further Qualified Contract Agreements will be presented to the Property, and Virginia Housing's obligation to present a Qualified Contract has been met.

The Authority may add to or amend these procedures at any time. Before submitting an Application, please visit the website to obtain the most current information.

Please direct questions to Stephanie Flanders, Assistant Director of Tax Credit Programs, 804-343-5939 or email: [Stephanie.Flanders@VirginiaHousing.com](mailto:Stephanie.Flanders@VirginiaHousing.com).



## Qualified Contract Request – Preliminary Application

Please complete and return with the required documentation to:

Virginia Housing  
601 S. Belvidere Street  
Richmond, VA 23220

Please Direct Questions to: Stephanie Flanders, Assistant Director of Tax Credit Programs  
804-343-5939

[Stephanie.Flanders@VirginiaHousing.com](mailto:Stephanie.Flanders@VirginiaHousing.com)

### 1. Name and address of project:

Project Name \_\_\_\_\_  
Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

### 2. Information on partners in the ownership entity: (please list any additional partners on an attachment)

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  General Partner  Limited Partner

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  General Partner  Limited Partner

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  General Partner  Limited Partner

### 3. Project Details:

a) How many buildings are in the project? \_\_\_\_\_

b) What are the dates that each building was placed in service and the first year in which it claimed credits? Please provide copies of original 8609's for each building. *(Please list information on additional buildings on an attachment.)*

Building Identification No. (BIN)	Placed In Service Date	1 <sup>st</sup> Year Credits Claimed



f) The owner has obtained a waiver of the above option or right of first refusal?  Yes  No  
 If yes, attach copy of waiver.

If no, explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. Noncompliance:**

a) Has the project been cited for any violations that have required an 8823 to be filed with the IRS that remain uncorrected?  Yes  No  
 If yes, please state the nature and date of the violation (include copies of all uncorrected 8823s).

Nature of Violation	Violation of Date

b) Does the property currently rate unsatisfactory under Virginia Housing’s Inspection Process for Evaluating Performance by Owners and Managers?  Yes  No

If no, explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

c) Does the property currently meet the basic physical compliance standards that are necessary to claim credits?  Yes  No

If no, explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**5. Affordability Restrictions:**

a) Is the project subject to additional affordability restrictions due to loan agreements (i.e. USDA Rural Development, state/local funding, etc)?  Yes  No

If yes, please submit copy of loan agreement.

b) Does the property have project based rental assistance?  Yes  No

If yes, how many years beyond the compliance period must the project maintain affordability restrictions? \_\_\_\_\_

**6. Property Operations:**

a) Has the property operated with negative cash flow for at least the 12 months prior to filing the QC request?     Yes     No

If yes, provide audited financials detailing the property’s negative cash-flow.

b) If no, what necessitates the need to be released from the extended compliance period?

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I certify, to the best of my knowledge and belief, that all factual information provided herein or in connection herewith is true and correct and that I will at all times indemnify and hold harmless the Authority and its assigns against all losses, costs, damages, the Authority’s expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to the Authority’s acceptance, consideration, approval, or disapproval of this Application. I understand and agree that the one-year period during which the Authority may offer a contract will not begin until the Authority receives the final application and all supporting documentation required therein to include the following:

- a) first year 8609’s showing Part II completed,
- b) annual partnership federal tax returns for all 15 years of operation since the start of the credit period (“all years”),
- c) annual project financial statements for all years,
- d) loan documents for all secured debt during the credit period,
- e) partnership agreement (original, current and all interim amendments).

Owner \_\_\_\_\_

By \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

## J. Market Study Guidelines and Approved Analyst List

### Market Study Guidelines

The Internal Revenue Code and the Qualified Allocation Plan (“QAP”) of Virginia require the submission of a market study in connection with an application for Low Income Housing Tax Credits (LIHTC).

Virginia Housing, in accordance with Section 42(m)(1)(A)(iii) of the Internal Revenue Code, requires that the entity preparing the market study be a disinterested party, approved by Virginia Housing (“the credit agency”). Accordingly, the analyst cannot have any interest in the development or have a relationship with the owner of the development.

All applicants applying for Low-Income Housing Tax Credits (LIHTC) are required to submit a market study at the time of application. **Failure to submit the market study by the stated deadline may disqualify the application.**

Only Virginia Housing approved market analysts will be allowed to complete market studies for developments seeking a LIHTC reservation. To be listed as a Virginia Housing market analyst, please e-mail [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com). A complete listing of approved market analysts can be found on the Virginia Housing website.

A developer submitting an application for a development that will be funded with both 9% and 4% tax credits, must submit a separate market study for the 9% project and the 4% project.

Virginia Housing has no contractual relationship with the preparer of the market study. Market studies are procured directly by the LIHTC applicant and accordingly, the applicant is the client of the market analyst. Therefore, the market study should be addressed directly to the client and any representations made by the market analyst should not directly or indirectly communicate that the market analyst is representing Virginia Housing or in any way acting for, at the request of, or on behalf of Virginia Housing. The analyst, however, must identify Virginia Housing as an authorized user of the market study, noting that Virginia Housing may rely on the representations made therein.

The market study **must be submitted to Virginia Housing by the LIHTC applicant and included within the PDF Application Tab.**

The market study should be in electronic, PDF format. Virginia Housing should be able to select, copy and cut text. In reviewing any LIHTC application and the corresponding market study, Virginia Housing at its sole discretion may request supplementary market data from the analyst or commission an additional market study. The market analyst conducting this additional work, will be commissioned and compensated directly by Virginia Housing, and in such transaction, Virginia Housing will be the client of the market study preparer. The applicant may be required to bear the cost of additional market studies/inquiries.

Any market study submitted to Virginia Housing in connection with a LIHTC application will remain Virginia Housing’s possession and may continue to be relied upon by Virginia Housing in determining the market feasibility of the proposed development, regardless of any circumstances that might exist between the LIHTC applicant and the market study analyst or firm.

On occasion, there are inconsistencies between certain representations in the LIHTC application and representations in the market study pertaining to various development attributes, such as architectural features, unit amenities, site amenities, etc. In these instances, Virginia Housing will rely only upon representations made in the LIHTC application, including supporting application documentation, as the basis for any LIHTC allocation. If the degree of inconsistency implies a disconnection between the applicant and the market analyst, then the market study may not be approved and the LIHTC application may be disqualified.

No LIHTC reservation will be made until Virginia Housing has determined that a sufficient analysis of demand for the proposed development has been completed. Each report must meet all market study requirements, including, the inclusion of specific data, required calculation methods and report format. Furthermore, reports must be written and contain sufficient information, analysis and supporting documentation to provide Virginia Housing with an understanding of the market data presented, the analysis of the data, and the conclusion(s) of such data and its relationship to the subject property. The market study should lead the reader to the same or similar conclusion(s) reached by the analyst. If these requirements are not met, then the study and the entity which prepared it may not be approved.

For Virginia Housing purposes, **the date of the site inspection is the Effective Date of the report.** The Effective Date must be obviously stated on the cover page or in the Executive Summary section of the report. For a market study with an Effective Date that is 6 to 12 months old at the time of submission, if there are no material changes to the development and/or market, the analyst can provide a letter stating “No material changes since last report dated...” If there are material changes, the market study must be updated to include detailed discussion about those changes. No market study greater than 12 months old will be accepted, meaning a site inspection by the market analyst **must** occur within 12 months of Virginia Housing’s application deadline.

Market studies for LIHTC developments will model the National Council of Housing Market Analysts’ (NCHMA’s) Model Content Standards (Version 3.0) , as well as its Market Study Terminology , Market Study Index and FAQs (for Model Content Standard).

**Section A** (Virginia Housing & NCHMA Model Content Standards): **Executive Summary**

**Section B** (Virginia Housing & NCHMA Model Content Standards): **Introduction and Scope of Work**

**Section C** (Virginia Housing & NCHMA Model Content Standards): **Project Description**

In addition to NCHMA requirements under this section, the analyst must discuss:

1. Construction Type - New Construction, Rehabilitation, Adaptive Reuse.
2. Occupancy Type - Family, Elderly.
3. Indicate if the proposal is a scattered site development.
4. Income Restrictions: Use the applicable income restrictions of the proposed development. Analysts must take the income and occupancy restrictions indicated in the LIHTC application into account when estimating demand.
5. Site amenities of one phase of a development cannot be included as amenities in subsequent phases of a development.

#### **Section D (Virginia Housing & NCHMA Model Content Standards): Location**

#### **Section E (Virginia Housing & NCHMA Model Content Standards): Market Area**

In addition to NCHMA requirements under this section, the analyst must consider:

1. All sites in a scattered site development must be within the boundaries of the primary market area.
2. Primary market areas are prohibited from being defined using concentric rings.
3. Analysts are encouraged to be conservative in defining the primary market area.
4. Include secondary or tertiary markets.
5. Primary market areas deemed to be inappropriate by Virginia Housing may cause the market study/analyst to be rejected and thereby cause the application to be disqualified.

#### **Section F (Virginia Housing & NCHMA Model Content Standards): Employment & Economy**

#### **Section G (Virginia Housing & NCHMA Model Content Standards): Demographic Characteristics**

In addition to NCHMA requirements under this section, the analyst must discuss:

1. Elderly is defined as 55 and older.
2. If elderly population serving 55 and older, account for that population.
3. The number of owner and renter households (if appropriate, breakout by elderly/non-elderly).
4. Households by income (if elderly development, indicate income distribution of elderly households only).
5. Renter households by number of persons in the household.
6. At a minimum, use the current year's estimate and a five-year projection).

#### **Section H (Virginia Housing & NCHMA Model Content Standards): Competitive Environment**

In addition to NCHMA requirements under this section, the analyst must consider the following:

1. All comparable LIHTC developments located within the primary market area must be included in the analysis; LIHTC communities targeting a different tenant base (elderly, family, and/or PBRA) may be excluded from the analysis but identified.
2. Provide a detailed analysis of the impact of the proposed project on existing and comparable LIHTC properties in the primary market area.
3. Proposed rural developments for which a sufficient number of comparable properties does not exist, the analyst must select at least three (3) comparable developments in adjacent localities with similar characteristics to be included in its analysis. Analysts should explain any socio-economic or housing market differences between the comparable properties' and the subject project's markets.
4. Family and elderly developments should not be considered as competitive with each other. However, in cases where there are no comparable senior projects in the primary market area or region, analysts may consider using family projects with bedroom types similar to those proposed at the subject project as comparable properties.
5. Total housing costs (rent plus utilities). The demand analysis must clearly indicate the minimum and maximum income range for each targeted group.

For applicants proposing developments with project-based rental assistance (Section 8, Public Housing, USDA Rental Assistance) analysts should use the lesser of maximum allowable LIHTC rents or proposed rents based on income targeting indicated in the application in determining affordability. Analysts should provide demand estimates and capture rates both with and without additional project-based subsidies.

For applicants proposing developments with market rate units, the analyst must make a reasonable determination of a maximum income level beyond which a household would not likely be a participant in the rental housing market. Assumptions used in making this determination must be clearly stated in the report.

For applicants submitting an application for a development that will be funded with both 9% and 4% tax credits, the capture and penetration rate analyses should be done for the total number of units expected to come online between both the 4% and 9% projects.



6. Analysts are required to use net demand in calculating capture rates and the absorption period. Net demand should be determined by subtracting the supply of vacant comparable units in the PMA, completed or pipeline, from total demand. Demand, Supply, Net Demand and Total Absorption Period should be indicated as follows:

Income Restrictions	Up to 40% (min. income to max. income)	Up to 50% (min. income to max. income)	Up to 60% (min. income to max. income)	Market Rate (min. income to max. income)	Project Total (min. income to max. income)
New Rental Households					
(+)					
Existing Households - Overburdened					
(+)					
Existing Households - Substandard Housing					
(+)					
Elderly Households - Likely to Convert to Rental Housing					
(+)					
Existing Qualifying Tenants - to Remain After Renovation					
<b>TOTAL DEMAND</b>					
(-)					
Supply (includes directly comparable vacant Units completed or in pipeline in PMA)					
<b>NET DEMAND</b>					
<b>PROPOSED UNITS</b>					
<b>CAPTURE RATE</b>					
<b>ABSORPTION PERIOD</b>					

Project Wide Capture Rate – LIHTC Units \_\_\_\_\_  
 Project Wide Capture Rate – Market Units \_\_\_\_\_  
 Project Wide Capture Rate – All Units \_\_\_\_\_  
 Project Wide Absorption Period (Months) \_\_\_\_\_

**New Rental Households:** determine new units in the primary market area based on projected rental household growth. The projected household base **must be** limited to the target group, age and income appropriate. Demand for each target group must be shown separately.

**Existing Households:** The sum of demand from rental household growth and demand from all components of existing households will constitute **Total Demand**.

- Over-burdened' is defined by Virginia Housing as households paying more than 35% of gross income (40% if elderly) for gross rent. Analysts are encouraged to be conservative.
- Households in substandard housing (i.e. overcrowded and/or lack of plumbing): Must be age and income group appropriate. Analysts must use their knowledge of the market area and the proposed development to determine if demand from this source is realistic. Analysts are encouraged to be conservative.
- Elderly homeowners likely to convert to rental housing: This component may not comprise more than 20% of total demand. The analyst must provide a narrative describing how these numbers were derived. Analysts are encouraged to be conservative.
- Existing qualifying tenants likely to remain at the subject property after renovation: This component of demand applies only to existing developments undergoing rehabilitation.

In addition to the above, the analyst is free to state other measures of demand in the body of the report. These statements must be fully explained as to where such demand is being derived, e.g. pent-up demand, tertiary demand, or demand from existing tenants in other rental properties.

**Section J (Virginia Housing & NCHMA Model Content Standards): Local Perspective of Rental Housing Market and Housing Alternatives**

**Section K (Virginia Housing & NCHMA Model Content Standards): Analysis/ Conclusions**

**Section L (Virginia Housing & NCHMA Model Content Standards): Other Requirements**

**NOTE:** #5 in this Section is not required by Virginia Housing.

In addition to NCHMA requirements under this section, the analyst must include and affirm (by signature) the following:

1. I have made a physical inspection of the site and market area.
2. The appropriate information has been used in the comprehensive evaluation of the need and demand for the proposed rental units.
3. To the best of my knowledge the market can support the demand shown in this study. I understand that any misrepresentation in this statement may result in the denial of participation in the Low Income Housing Tax Credit Program in Virginia as administered by Virginia Housing.
4. Neither I nor anyone at my firm has any interest in the proposed development or a relationship with the ownership entity.

5. Neither I nor anyone at my firm nor anyone acting on behalf of my firm in connection with the preparation of this report has communicated to others that my firm is representing Virginia Housing or in any way acting for, at the request of, or on behalf of Virginia Housing.
6. Compensation for my services is not contingent upon this development receiving a LIHTC reservation or allocation.
7. Evidence of my NCHMA membership is included.

Date \_\_\_\_\_

Market Analyst \_\_\_\_\_

## Market Study Analyst Application For Approval

To be listed on Virginia Housing's website as a market study analyst, you must submit this form by email to [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com).

Date \_\_\_\_\_

Name of Market Study Company \_\_\_\_\_

### Contact Information

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

### List all states in which you have submitted tax credit market studies

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

I have read and understand the market study guidelines. The market studies, submitted for purposes of LIHTC in Virginia, shall at a minimum conform to all the requirements of the current Virginia Housing Market Study Guidelines (posted at [VirginiaHousing.com/LIHTC Program](http://VirginiaHousing.com/LIHTC Program)). I/my firm has a minimum of five years of experience in market research on affordable, multifamily, rental housing. I/my firm has not been banned from submitting a market study in any state or federal department or agency. My obligations as an analyst/firm will not be assigned or transferred to any other person, firm or corporation without the prior written consent of Virginia Housing. All the information I have submitted is true and may be placed on the Internet at [VirginiaHousing.com](http://VirginiaHousing.com). I understand that I may be removed from the approved market analyst list at anytime for any reason by Virginia Housing.

Principal \_\_\_\_\_

Signature \_\_\_\_\_

To be completed by Virginia Housing only.

Approved \_\_\_\_\_

Rejected \_\_\_\_\_

### Criteria for Approved Market Analysts' Listing

Provide the following acknowledgments as included in the **Market Study Analyst Application for Approval**:

- That market studies, submitted for purposes of LIHTC in Virginia, shall at a minimum conform to all the requirements of the current Virginia Housing Market Study Guidelines (posted at [VirginiaHousing.com/LIHTC](http://VirginiaHousing.com/LIHTC) Program).
- That the analyst and/or firm has a minimum of five (5) years of experience in market research on affordable, multifamily, rental housing.
- That the analyst and/or firm is not presently debarred, suspended, proposed for debarment or suspension, declared ineligible or excluded from participation by any state or federal department or agency.
- That the analyst's/firm's obligations will not be assigned or transferred to any other person, firm or corporation without the prior written consent of Virginia Housing.

In addition to the above, please submit the following via e-mail to:

[TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com):

- Provide evidence that you are a member of the National Council of Housing Market Analysts (NCHMA). If you are currently not a member, please provide an explanation as to why you are not.
- A listing of up to 50 LIHTC and/or affordable, multifamily, rental developments for which you have completed market studies (preferably in Virginia), including development name, development address, number of units, construction type and development type (family/elderly)
- If the analyst/firm has not provided Virginia Housing with a market study for a LIHTC development in the last twenty-four (24) months, provide 3 reference letters from customers for whom you've completed market studies for LIHTC and/or affordable, multifamily, rental developments; preferably from state or local housing agencies and/or financial institutions. Letters should reference specific properties/property locations.
- If the analyst/firm is interested in performing market studies for LIHTC developments serving elderly and/or special needs tenants, provide a listing of all developments serving these specific populations for which you have completed market studies. This listing should include the property name, property address, number of units and whether the development was assisted with federal, state, or local funding.
- Please note if you have a preference for a particular area/region of Virginia (i.e. Northern Virginia, Hampton Roads, Central Virginia, Southwest Virginia, etc.). If there is no preference, please note "All areas of Virginia" in your cover letter/summary.

For questions concerning this criteria or Virginia Housing Market Study Guidelines, in general, contact the LIHTC Dept. via e-mail: [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com).

## Appendices continued

### **K. Appraisal Guidelines**

#### **Appraisal Information**

Appraisals are required to be submitted with the Reservation Application when the applicant is seeking acquisition credits for acquisition rehab and/or adaptive reuse LIHTC developments.

Virginia Housing will accept RD appraisals that include its requested values.

The applicant obtains appraisals independently. However, Virginia Housing reserves the right to order its own appraisal (at the applicant's expense), if it has unresolved questions or concerns about the report. The associated fee will be communicated by Virginia Housing to the applicant in writing.

Regarding 9% LIHTC applications, all questions and concerns regarding the appraisal must be resolved before preliminary rankings. As such, your application could be disqualified if Virginia Housing has to order its own appraisal.

Regarding 4% LIHTC credit applications, all questions and concerns regarding the appraisal must be resolved before the 42m letter is issued.

### Appraisal Guidelines

Pursuant to Section 13 VAC 10-180-60 of the QAP, appraisals are required for all acquisition/rehab and adaptive reuse developments, where the applicant is seeking a reservation of low-income housing tax credits. Appraisals are not required if acquisition credits are not requested. Virginia Housing will accept RD appraisals that include the values discussed below.

Appraisers must have a MAI designation from The Appraisal Institute or an ASA - Accredited Senior Appraiser designation from The American Society of Appraisers. Appraisers must be in good standing with the issuing organization at the time reports are completed for Virginia Housing.

Appraisals will be obtained independently by the applicant; however, if there are unresolved concerns about feasibility, Virginia Housing will order its own appraisal.

Appraisal fees are the sole responsibility of the applicant. If Virginia Housing orders an appraisal, the fee will be communicated to the applicant in writing. Appraisals will not be ordered until Virginia Housing receives the appraisal fee, which may result in a delay of Virginia Housing approval and/or the issuance of the Section 42(m) letter.

The appraisal must be no older than six (6) months at the time of application (see “Effective Date” below). For appraisals with an effective date greater than six (6) months (but less than twelve (12) months), if there are no material changes to the development and/or market, the appraiser can provide a letter stating “No material changes since last report dated...” If there are material changes, the appraisal must be updated to include detailed discussion about those changes. No appraisal greater than 12 months old will be accepted.

Appraisals submitted to Virginia Housing in connection with a tax credit application will remain Virginia Housing's possessions and may continue to be relied upon by Virginia Housing in determining the market feasibility of the proposed development, regardless of any unresolved concerns between the tax credit applicant and the appraiser.

If as a result of the appraisal, the owner/applicant refuses Virginia Housing's basis for any allocation of tax credits, then the appraisal will not be approved and the tax credit application will be disqualified.

If there are inconsistencies between representations in the tax credit application and those in the appraisal such as architectural features, unit amenities, site amenities, etc., Virginia Housing will rely only upon representations made in the tax credit application (including supporting application documentation).

## Appendices continued

### Appraiser Qualifications

1. The appraiser certifies that at a minimum, the individual assigned to appraise the development has passed The Appraisal Foundation's approved state examination as well as has met its education and experience requirements, including, a course and examination on the Uniform Standards of Professional Appraisal Practice (USPAP) set forth by The Appraisal Foundation.
2. The appraiser warrants that he/she is in compliance with all applicable state and federal licensing and certification regulations in the State of Virginia.

### Legal

1. Section 42 of the Internal Revenue Code requires that any relationship between the person preparing the appraisal and the applicant be disclosed prior to its engagement of services. In addition, the preparer **must not** have any interest in the development or relationship with the development's ownership entity.
2. Virginia Housing has no contractual relationship with the preparer of the appraisal. Appraisals are procured directly by the LIHTC applicant and accordingly, the applicant is the client of the appraiser. Therefore, the appraisal should be addressed directly to the client and any representations made by the appraiser should not directly or indirectly communicate that the appraiser is representing Virginia Housing or in any way acting for, at the request of, or on behalf of Virginia Housing. The appraiser, however, must identify Virginia Housing as an authorized user of the appraisal, noting that Virginia Housing may rely on the representations made therein.
3. Virginia Housing reserves the right to convey a copy of the appraisal to third parties, assigns and pertinent parties involved in the contemplated allocation of tax credits.
4. The appraiser agrees to indemnify, defend and hold Virginia Housing, its directors, officers and employees harmless from any and all claims losses, costs (including attorney's fees) and liabilities associated with the preparation of the appraisal.

### Values Requested

Virginia Housing will consider the value of existing below-market rate financing and real estate tax abatement.

The appraiser will complete the Sales Comparison and Income Capitalization Approaches to value. The capitalization rate used in the Income Approach should be supported by an analysis of sales data extracted and verified from the market, investor sources and published data such as the Korpacz Real Estate Investor Survey. If the Band of Investment Method is used, the mortgage and equity rates should be adequately supported in the report.



## Appendices continued

Sub-market as discussed in these requirements is defined as the subject development's neighborhood.

### 1. Land "Only" Value

The idea here is that the value of the land is the same with or without improvements/restrictions. This value should be based on similar land sales in the sub-market or the value of the "land only" of improved sales in the sub-market.

### 2. As-Is Building Value (Market and Restricted – not including land)

- **Market:** as if market rents are in place; the appraiser **will not** consider the unique aspects of below-market financing, federal subsidies and/or low-income tax credits in this value estimate.
- **Restricted:** based on current restricted rents (not inflated); the appraiser **will** consider the unique aspects of below-market financing, federal subsidies and/or low-income tax credits in this value estimate. If applicable, the appraiser will estimate the contribution to value of all necessary off-site improvements (e.g. water, sewer, etc.). The estimated dollar contribution for the off-site improvements should be based on the value they add to the site after their installation and not on cost.

### 3. Prospective Value Upon Achieving Stabilized Occupancy and/or completion of rehab (Market and Restricted – not including land)

- **Market:** as if market rents will be in place; do not consider below-market financing, federal subsidies or low-income tax credits for this value estimate.
- **Restricted:** based on estimated future restricted rents; consider below-market financing, federal subsidies and low-income tax credits for this value estimate.
- **Prospective Future Market Value assuming income restrictions as set forth in the Virginia Housing Regulatory Agreement:** either (a) 20% at 50% AMI AFS, 80% at 150% AMI or (b) 40% at 60% AMI AFS, 60% at 150% AMI; the appraiser should assume the current financing will remain in place.

## Appendices continued

### The Report

1. The appraisal must be submitted to Virginia Housing by the LIHTC applicant.
2. The appraisal should be in PDF/electronic format. Virginia Housing should be able to select, cut and copy text.
3. The appraisal shall consist of a complete self-contained Title XI narrative report. A statement must be included in the Letter of Transmittal that the appraisal is prepared in conformance to the Uniform Standards of Professional Appraisal Practice (USPAP) published by the Appraisal Foundation and Title XI of the Federal Financial Reform, Recovery and Enforcement Act of 1989 (FIRREA).
4. The primary appraiser should sign the report. All personnel assisting in the preparation and analysis of the appraisal should be identified in the report by name and title.
5. For Virginia Housing purposes, **the date of the site inspection is the Effective Date of the appraisal**. The Effective Date of the appraisal must be obviously stated on the cover page or in the Executive Summary section. A site inspection by the appraiser **must** occur within 12 months of Virginia Housing's application deadline.
6. The appraiser will supply evidence of Errors and Omissions Insurance and a copy of State Certification in the Addenda of the report.
7. The appraiser will indicate in the Letter of Transmittal and the Summary of Important Conclusions, any special Assumptions and/or Limiting Conditions pertaining to the appraisal assignment.
8. The appraiser will review Federal Emergency Management Agency (FEMA) flood insurance rate map to determine and report the flood zone. Include this information in the summary section of the report.
9. The appraiser must make contact with the local municipal zoning office. The appraiser will verify in detail the level of conformity of the development to the applicable zoning code. In addition, the appraiser Page 4 of 7 will indicate the threshold and reconstruction limits in the case of a legal non-conforming use.
10. The appraiser must make contact with the local municipal zoning office. The appraiser will verify in detail the level of conformity of the development to the applicable zoning code. In addition, the appraiser Page 4 of 7 will indicate the threshold and reconstruction limits in the case of a legal non-conforming use. If the development is located on a subdivided parcel, the appraisal must be broken down by subdivision.
11. The appraiser will present and analyze the current and projected real estate tax imposition of the development, including the most current tax and assessment data. The projection should include tax abatement, if applicable.
12. The legal description must be included in the report or as a part of the Addendum.
13. The primary appraiser or a designated representative will personally inspect the subject development and comparable properties. Every effort should be made to include the most comparable income & expense comps, as well as sales comps (i.e. located in the subject's

## Appendices continued

sub- market and/or 3-5 mile radius of the subject). For example, if the subject is a “seniors only” development, seniors comps should be used. In any event, rents should be stated for the exact affordability of the subject units.

14. In addition to pertinent information (i.e. address, # units, etc.), the appraiser will include photos of each comparable development, as well as a map, which shows the comps' proximity to the subject development.
15. The narrative discussion throughout the report should address issues that relate to the fact that the development is a LIHTC development.
16. The appraiser will determine and fully explain what you believe is the Remaining Economic Life of the development, after rehab/construction completion.
17. The appraisal should focus on historical and budgeted operating statements of the subject and market data.

### Sample Income & Expense Breakdown

Income	Expenses
Gross Potential Rent	Real Estate Taxes
Laundry Income	Insurance
Parking Income	Licenses and Permits
Cable Income	Gas
Miscellaneous	Electricity
	Water & Sewer
	Cable
	Trash Removal
	Pest Control
	Building Maintenance and Repairs
	Swimming Pool
	Grounds Maintenance
	(Non-resident) Management Fee
	Apartment Allowance
	Administrative Salaries
	Maintenance Salaries
	Payroll Taxes and Benefits
	Advertising
	Office Expense
	Legal & Audit
	Other

### Suggested Appraisal Outline

Section 1.0 Executive Summary

**Note:** the Executive Summary should include a summary of all final values

Section 2.0 General Information

Section 3.0 Market Area (Physical and Environmental Forces)

Section 4.0 Site & Improvements

- Site Description
- Taxes and Assessments
- Improvements Description
- Policies and Tenant Profiles
- Functional/External Obsolescence

Section 5.0 Highest & Best Uses

Section 6.0 Valuations

- Land Value - As-Is
- Building Value - As-Is & Prospective Market Rent Values - assuming market rents.
- Building Value - As-Is & Prospective Restricted Rent Values - assuming restricted rents; also considers below- market financing, federal subsidies or low-income tax credits.

Section 7.0 Appendices

### L. Developer Fee and Deferred Developer Fee Guidelines

#### **Deferred Developer Fee Requirements**

The application must include the proposed deferred developer fee loan amount. If more than 50% of the developer fee is being deferred, provide evidence the property can support repayment within 15 years in the cash flow analysis. Documentation must be provided clearly showing the deferred developer fee is bona fide debt; this may include a Note or other documentation as approved by the Authority and will be accepted up to 8609 issuance.

#### **Developer Fee Requirements**

The maximum allowable developer fee amounts are an 'up-to' amount. If documentation cannot be provided to support requesting the maximum amount allowable, the amount of developer fee in basis may be reduced. The developer fee may be reduced if it is an outlier for services provided.

**The fee amount cannot increase after Reservation without prior approval.**

Applicants must provide a draft development fee agreement with the reservation application. The final version of the agreement is due with the 8609 application. The development fee agreement must clearly state what services the fee is funding. If services are included that are not allowable in basis, the fee in basis may be reduced. Supporting documentation to specify the breakdown of the fee for services is preferable.

### M. Previous Participation Certification

#### Previous Participation Certification Instructions

##### General Instructions

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

##### Principals for inclusion in Schedule A:

List each Principal of the General Partner or Managing Member of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity. List all individual Principals with an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the General Partner or Managing Member of the Owner, except as follows:

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 100 individual members, list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
- For Principals organized as a trust, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

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

If you have any questions, please email the Tax Credit Allocation Department at [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com).

## Previous Participation Certification

Development Name \_\_\_\_\_

Name of Applicant (entity) \_\_\_\_\_

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

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

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

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

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.
5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
7. None of the Participants have been convicted of a felony and none are presently the subject of a complaint of 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 have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
9. None of the Participants have 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. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants participate 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 have 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. No Participant was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. No Participants are 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. No Participant 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

---

Printed Name

---

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



**N. List of Developments (Schedule A)**

**List of LIHTC Developments (Schedule A)**

Development Name \_\_\_\_\_

Name of Applicant \_\_\_\_\_

**INSTRUCTIONS:**

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:

- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
- For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

2. For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.

3. List only tax credit development experience for the past 15 years.

4. Use separate pages as needed, for each principal.

Principal’s Name \_\_\_\_\_

Controlling GP (CGP) or ‘Named’ Managing Member of Proposed property?\*  YES  NO

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.								
2.								
3.								

	Development Name and 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"
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
21.								

	Development Name and 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"
22.								
23.								
24.								
25.								
26.								
27.								
28.								
29.								
30.								
31.								
32.								
33.								
34.								
35.								

\* 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.

## Appendices continued

### O. Site Control Documentation

#### **Site Control Documentation**

Site control documentation must be in one of the following forms:

- Sole fee simple ownership of the site of the proposed development by the applicant, OR
- Lease of such site by the applicant for a term exceeding the compliance period (as defined in the IRC) or for such longer period as the applicant represents in the application that the development will be held for occupancy by low-income persons or families, OR
- Right to acquire or lease such site pursuant to a valid and binding written option or contract between the applicant and the fee simple owner of such site. For competitive 9% credits, an option or contract must extend beyond the application deadline by a minimum of four months.
- 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.

The option or contract shall have no conditions within the discretion or control of the site owner. Any contract for the acquisition of a site with existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, at such level required by Virginia Housing. Please refer to the Virginia Housing Relocation Assistance Guidelines.

In the case of acquisition and rehabilitation of developments funded by Rural Development of the U.S. Department of Agriculture (“Rural Development”), any site control document subject to approval of the partners of the seller does not need to be approved by all partners of the seller if the general partner of the seller executing the site control document provides (i) an attorney’s opinion that such general partner has the authority to enter into the site control document and such document is binding on the seller or (ii) a letter from the existing syndicator indicating a willingness to secure the necessary partner approvals upon the reservation of credits.

If the site control document does not clearly state the price but rather ‘an assumption of outstanding debt’, documentation must be provided to show the value of the outstanding debt.

### P. Baseline Energy Efficiency Requirement

Baseline requirement for all tax credit developments in Virginia

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

New Construction:

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

Rehabilitation:

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

Adaptive Reuse:

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

Certified Provider list

Virginia Housing recognizes all providers listed on the National Registry of Accredited Rating Providers. [Resnet.us/professional/programs/search\\_directory](https://resnet.us/professional/programs/search_directory)

**NOTE: At Reservation, a summary of projected HERS scores for the whole development should be provided, along with model reports for at least one of each unit type. If a Rehab, existing baseline HERS indices should be provided as well.**

### Q. Green Certification Options and Amenity Item Clarification

**Additional Certification – Choose one:** All requirements must be verified by a third party independent non-affiliated certified RESNET rater, rater must be listed by a provider on the Virginia Housing certified Provider list. All Raters must submit with the application a signed Virginia Housing RESNET Rater form. All raters certifying a property for Virginia LIHTC must be authorized to conduct business in Virginia and certified to complete all information for chosen additional certification. Chosen certification and notarized Final Virginia Housing RESNET Certification must be received prior to 8609's issuance or penalties will be applied.

1. LEED Certification – Certification must be presented to Virginia Housing.
2. Earth Craft Certification Gold or above – Certification must be presented to Virginia Housing.
3. Enterprise Green Communities Certification – Certification must be presented to Virginia Housing.
4. National Green Building Standard – Silver or above - Certification must be presented to Virginia Housing.

#### **Future Points**

Points will be awarded to a developer that can provide certification for meeting one of the following. A document will be issued to the owner entity of the development to be used in one future application. If that future application is not funded, the future points cannot be used on another application. The document is valid for 3 years and is nontransferable.

1. Passive House – points for future applications after proof a development has become Passive House certified.
2. Zero Energy Ready Homes (ZERH) Certification from Department of Energy – points for future application after proof a development has received the Zero Energy Ready homes certification from Department of Energy.

#### **Energy Efficiency Bonus options**

##### **Dehumidification options**

Rehab only – Provide dedicated space, drain and electrical hookups for possible future permanently installed dehumidification system. Primary apartment HVAC system does not qualify as a dehumidification system. Portable dehumidification models are not permitted. Equipment may not be set in a primary living space and must be concealed in a wall cavity (preferred) or a secondary space that easily communicates air with the rest of the unit.

OR

All Development types – Each apartment is equipped with a permanent dehumidification system - Provide permanently installed dehumidification system that does not require manual disposal of condensation. System to include humidistat control. Primary apartment HVAC does not qualify as a dehumidification system. Portable dehumidification models are not permitted. Equipment may not be set in a primary living space. Independent dehumidification systems must be concealed in a wall cavity (preferred) or a secondary space that easily communicates air with the rest of the unit. A balanced, whole-building Dedicated Outdoor Air System (DOAS) with humidity control is acceptable.

## Appendices continued

WaterSense labeled toilets, faucets and showerhead – These points are only available to those applications not choosing an additional certification. Every unit in the development will have bathroom(s) containing only Water Sense labeled faucets, showerheads and toilets.

In every unit, all bathrooms will have either intermittent exhaust by a bath fan with delay timer wired to the primary light or a bath fan with humidistat, or, continuous exhaust by an ERV or DOAS. Units may have combinations but each bathroom must have its own individual exhaust. User controlled interfaces are not allowed.

### **Amenity Item Clarification**

#### **Internet Service Provided must be 25 Mbps download and 3 Mbps upload.**

Free individual Wi-Fi – Wi-Fi internet service will be provided for all units. Must provide a resident internet education information, draft resident acknowledgment form, and internet security plan at time of application. Resident education and form must be included in all resident files.

Broadband/high-speed internet service will be provided for all units. Must provide a resident internet education information, draft resident acknowledgment form, and internet security plan at time of application. Resident education and form must be included in all resident files.

#### **Clarification for Mandatory Community Room Internet Service**

Free community room Wi-Fi restricted to development residents – Service is required to have a rotating password and only accessible to residents. Application must include resident internet education information, draft resident acknowledgment form and internet security plan at time of application. Resident education information and draft resident acknowledgment form must be included in all resident files.

### **Additional Point Items**

Solid Core Doors – All interior doors within apartment will be solid core. Solid wood doors will meet this requirement.

USB Ports – In all units, minimum one USB charging port, will be provided in Kitchen, Living room and all bedrooms.

LED Kitchen Lighting – All Kitchen light fixtures are LED and will meet the MDCR lighting guidelines.

ELDERLY ONLY: Outside unit entry ledge – Shelf or ledge outside each unit entry door located in an interior hallway. Must have capacity to hold 50 pounds or more. Size and design must allow for temporary storage of items, must include hooks and do not obstruct accessible route. Unit entry ledges must be at 48” maximum above finished floor.

Balconies – New Construction only – Each unit will have balcony or patio with a minimum depth 5’ clear from the face of building. Minimum 30 square feet clear area. All balconies are to follow applicable accessibility standards.

Fire Suppression – All unit kitchens to include over the range fire suppression features such as canisters, etc.

Fire Prevention – All units will have ranges to be certified to UL858 standards or features limiting the high end temperature of the stovetop below the auto-ignition point of most cooking oils.

## R. RESNET Rater Certification

### RESNET Rater Certification of Development Plans

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

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

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

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

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

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

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

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

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

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

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

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

#### Additional Optional Certifications

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

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

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



**Additional Optional Certifications continued**

\_\_\_\_\_ **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 development’s design meets the criteria for meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

\_\_\_\_\_ **Zero Energy Ready Homes**

\_\_\_\_\_ **Passive House**

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

Printed Name \_\_\_\_\_  
RESNET Rater \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

Provider Contact & Phone/Email \_\_\_\_\_

\_\_\_\_\_

## Final RESNET Rate: Certification of Development

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

I certify that the energy data entered into any system was not entered in by another party.

I certify the development has obtained the measurement as indicated below.

### 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.

\_\_\_\_\_ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;  
**Or** Must evidence a HERS Index of 80 or lower.

Beginning HERS rating \_\_\_\_\_

Final HERS rating \_\_\_\_\_

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

### Additional Optional Certifications (provide copy of any applicable certification)

I certify the development has met all the requirements of the certification chosen below and all data was not entered or submitted by another party.

\_\_\_\_\_ **Earthcraft Certification:** The development's has obtained the EarthCraft Certification of \_\_\_\_\_ (level).

\_\_\_\_\_ **LEED Certification:** The development has obtained the Green Building Council LEED certification. \_\_\_\_\_ (level)

\_\_\_\_\_ **National Green Building Standard (NGBS):** The development has been certified to the NGBS standards and received certification.

\_\_\_\_\_ **Enterprise Green Communities:** The development has been certified as an Enterprise Green Community. \_\_\_\_\_ (level)

\_\_\_\_\_ **Zero Energy Ready Homes**

\_\_\_\_\_ **Passive House**

Date: \_\_\_\_\_ Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_  
RESNET Rater

Signature \_\_\_\_\_

My notary seal is affixed below: Signature \_\_\_\_\_

Notary Public \_\_\_\_\_ The foregoing instrument was acknowledged  
My commission expires \_\_\_\_\_ before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
My notary registration number is \_\_\_\_\_ by \_\_\_\_\_.

## S. Revitalization Area Information

### Revitalization Area

#### General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

#### Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD. (10 points)
2. The development is located in a census tract wherein 70% or more of the families have incomes which are  $\leq$  80% statewide median income. **NOTE: These census tracts are included in the definition of target area for single-family purposes, but do not include ACEDS.** (10 points)
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries. (10 points)
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone. (15 points)
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area that is identical to the language below. If there are any questions about this point item, please reach out to the Tax Credit Allocation Department prior to application submission. (15 points)

The above-referenced development is located in a Revitalization Area in the Town/City/County of \_\_\_\_\_, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, **or** (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

Delete the language that does not apply, (i)(1) or (i)(2) above.

6. The development is located in a Qualified Opportunity Zone and has a binding commitment of funding. Documentation must include a firm commitment of funding from a Qualified Opportunity Fund (QOF). Evidence of the self-certification to become a QOF must be provided with the commitment for funding. (15 points)

### T. Zoning Certification

#### Zoning Certification

Note to Developer: You are strongly encouraged to submit this certification to the appropriate local official at least three weeks in advance of the application deadline to ensure adequate time for review and approval.

##### General Instructions:

1. The Zoning Certification **must** be submitted on locality's letterhead or professional civil engineer's letterhead.
2. The Local Certification section must be completed by the appropriate local official or Civil Engineer.
3. The Engineer **must** be registered in the Commonwealth of Virginia.
4. 'Development Description' should be provided by the Owner.
5. 'Development Address' should correspond to the application.
6. 'Legal Description' should correspond to the site control document in the application.
7. 'Proposed Improvements' should correspond with the application.
8. 'Other Descriptive Information' should correspond with information in the application.
9. Any change in this Certification may result in disqualification of the application.

If you have questions, email the Tax Credit Allocation Department: [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com).

## Zoning Certification

**Date** \_\_\_\_\_

**To** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: Tax Credit

**RE:** ZONING CERTIFICATION

Name of Development \_\_\_\_\_

Name of Owner/Applicant \_\_\_\_\_

Name of Seller/Current Owner \_\_\_\_\_

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

**Development Description:**

Development Address

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

Legal Description

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

Proposed Improvements

- New Construction: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.

Current Zoning: \_\_\_\_\_ allowing a density of \_\_\_\_\_ units per acre, and the following other applicable conditions:

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

Other Descriptive Information

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

**Local Certification**

Check one of the following as appropriate:

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title of Local Official or Civil Engineer \_\_\_\_\_

Phone \_\_\_\_\_

**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 email the Tax Credit Allocation Department at [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com).

### U. Attorney's Opinion

#### Attorney's Opinion Letter

##### General Instructions

1. This Opinion **must** be included with application.
2. This Opinion **must** be submitted under law firm's letterhead.
3. The executed Opinion submitted as part of the application must be accompanied by a blackline showing that no changes have been made to this form beyond those necessary to complete it (e.g. filling in blanks, selecting bracketed language as appropriate).
4. If circumstances unique to a particular application require modification of this form, any such modification must be approved by Virginia Housing in writing within six months prior to the application deadline. A copy of any such approval must be included with this executed Opinion as part of the application.
5. **Be aware that there is a 9% version and a Tax Exempt version.** Failure to utilize the correct form or to abide by the instructions above form may result in a point penalty or rejection of the application.

If you have any questions, please email the Tax Credit Allocation Department at [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com).

## Attorney's Opinion Letter

(This Form Must Be Included With Application)

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

**Date** \_\_\_\_\_ (Must be on or after the application date below)

**To** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

**RE:** 2024 9% Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development \_\_\_\_\_

Name of Owner \_\_\_\_\_

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated \_\_\_\_\_ (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. [Select One]

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.

OR



Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

4. [Select One]

The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

OR

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.

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. [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.

7. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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

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

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

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

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

By \_\_\_\_\_

Its \_\_\_\_\_

Title

## Attorney's Opinion Letter – TAX EXEMPT VERSION

(This Form Must Be Included With Application)

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

Date \_\_\_\_\_

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2024 4% Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development \_\_\_\_\_

Name of Owner \_\_\_\_\_

Dear Virginia Housing:

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

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. [Select One]

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.

OR

Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

3. [Select One]

The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

OR

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.

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

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

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

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

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

By \_\_\_\_\_

Its \_\_\_\_\_

Title

## V. Nonprofit Questionnaire

### Nonprofit Questionnaire

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

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

#### 1. General Information

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

Indicate funding sources and amount used to pay for office space

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

i. Expected life (in years) of nonprofit \_\_\_\_\_

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

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

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

Describe the duties of all staff members:

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

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

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

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

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

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## 2. Nonprofit Formation

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

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

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

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

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

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

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

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

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

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

YES    NO



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

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

### 3. Nonprofit Involvement

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

YES     NO

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

YES     NO

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

YES     NO

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

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

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

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

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

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

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

YES  NO If yes,

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

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

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

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

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

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

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h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  YES  NO If yes,

(i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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

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

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

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

YES  NO If yes, explain:

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

YES  NO If yes, explain:

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

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

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**4. Virginia and Community Activity**

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

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

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

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

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

YES  NO

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

YES  NO If yes, explain:

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

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

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

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

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

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

YES  NO

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

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

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

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

YES  NO If yes, explain:

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

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

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

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

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

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

YES  NO If yes, explain:

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

YES  NO If yes, explain the need identified:

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

YES  NO If yes, explain the plan:

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## 5. Attachments

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

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

Date \_\_\_\_\_

Owner/Applicant \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Title

Date \_\_\_\_\_

\_\_\_\_\_

Nonprofit

By \_\_\_\_\_

Board Chairman

By \_\_\_\_\_

Executive Director

### W. Relocation Plan Guidelines

#### **Relocation Plan Requirements**

The relocation plan must be kept in plain sight and available for tenants to review and should be property specific, including at a minimum:

1. The name, address and contact person for the owner and management company.
2. Scope of the work to be completed, including estimated start and completion dates.
3. Planned measures to minimize construction impact on occupied units.
4. Projected rents and rental policies after rehab.
5. Advisory services to be offered.
6. Estimated determination as to Moving Cost Reimbursement.
7. A unit delivery schedule.
8. Relocation Budget.

Owners must document compliance by including in each tenant's file all documentation related to relocation, including all notices and agreements referenced herein, as well as bill receipts and canceled checks. Be prepared to present this information to Virginia Housing upon request.

### Relocation Assistance Guidelines

Effective immediately, these guidelines are amended to recognize changes to the Code of Virginia effective July 1, 2015 (§§ 55-222, 55-226.2, 55-248.4, 55-248.7:1, 55-248.7:2, 55-248.9:1, 55-248.15:1, 55-248.18 and 55-248.24).

In general, owners of projects which funding includes federal monies should adhere to regulations set forth under the Uniform Relocation Assistance Act of 1970 (URA), including RAD projects.

Virginia Housing guidelines focus on residents/tenants who are permanently or temporarily relocated as a direct result of the rehabilitation, demolition and/or construction of Low Income Housing Tax Credit (LIHTC) projects.

Virginia Housing guidelines must be followed to qualify for Low Income Housing Tax Credits and will be incorporated by reference in and enforced by the Contract to Enforce Representations. Furthermore, violation of these guidelines will result in a penalty against future reservation applications.

#### Owner's Responsibility to Tenants

Open communication with tenants is helpful for both the owner and tenants as it helps to minimize rumors, misunderstandings and alleviate the stress of moving.

**Permanent Relocation:** A tenant is permanently relocated if his/her tenancy is terminated due to the rehabilitation of the unit or due to change in use. If a tenant is permanently relocated, a 120-day Notice must be delivered to the tenant, unless the lease is month-to-month and the tenant has agreed in writing to a lesser time period, in which case a 30 day notice must be issued.

#### **120-day Notice**

- Issued no less than 120 days prior to the day that the tenant must move;
- Addressed to the tenant at his/her current address;
- 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.

## Appendices continued

**Tenant Advisory Services:** Advisory Services may be provided by the property management company or outside vendor. The following services must be included but is not limited to only these items.

- 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.

**Temporary Relocation (not to exceed 30 Days):** The tenant will return to the original unit or be permanently relocated to a comparable unit at the same property in 30 days or less of the initial move date.

1. The owner must pay the tenant's moving and associated costs (including utility connection costs).
2. The owner provides amenities (to include day room, refreshments, meals, T.V., etc.) to any tenant that is displaced for a partial day, during daytime hours, up to five days.
3. The owner must provide advisory services

Under this section while the tenant should receive a 30-day Notice, the tenant can agree in writing to move in less than 30 days.

### 30-day Notice

- Issued no less than 30 days prior to the day that the tenant has to move, unless there is a health/safety concern;
- Addressed to the tenant at his/her current address;
- States the specific date by which the tenant is required to move and the time moving services will arrive at unit;
- States the responsibilities of the tenant pertaining to the move and contact information in order to request assistance with said responsibilities;
- States the address to which the tenant will be relocated;
- State, if applicable, the date on which the move-in inspection will be completed.

## Appendices continued

**Temporary Relocation Due to Health & Safety Concerns (not to exceed 30 Days):** 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 § 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 can be immediate.

**Temporary relocation longer than 30 Days:** The owner must contact any tenant who has been or will be temporarily relocated for longer than 30 days. Owner will provide to the tenant Advisory Services and Moving Cost Reimbursement. This assistance will be in addition to assistance the tenant has already received for temporary relocation and may not be reduced by the amount of temporary relocation assistance already received.

### **Moving Cost Reimbursement**

Owner's moving cost reimbursement to the tenant is limited to \$100.00 if either of the following applies:

- a. A tenant has minimal possessions and occupies a dormitory style room, or
- b. A tenant's move is performed by an agency at no cost to the tenant.

If neither 'a' nor 'b' above applies, and the tenant opts to move his/her belongings, the reimbursement to the tenant may be based on one or a combination of the following:

1. Based on the Federal Highway Administration's [Fixed Residential Moving Cost Schedule](#) (see Virginia) and on the number of rooms of furniture, **not** the number of bedrooms per unit.
2. Based on the Tenant's Actual Reasonable Moving and Related Expenses (including utility connection fees), which are defined as:
  - a. The lower of two bids or estimates prepared by a commercial mover; or
  - b. Receipted bills for labor and equipment.

Hourly labor rates should not exceed the rates paid by a commercial mover to employees performing the same activity and equipment rental fees should be based on the actual rental cost of the equipment not to exceed the cost paid by a commercial mover.

### **Processing Tenant Moving Cost Reimbursement Claims**

To support claims for relocation, the tenant must be informed they are required to provide documentation, including bills, certified prices, appraisals and other evidence of expenses. Owners must:

1. Provide reasonable assistance necessary to complete and file tenants' claims for payment;
2. Reimburse moving costs upon receipt of billing documentation from the tenant;
3. Provide expedited return of security deposits or allow tenants to apply security deposits to the last month's rent;
4. Make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship (often tenants will need these payments for security deposits);

## Appendices continued

5. Promptly notify the tenant in writing of its determination, the basis for its determination and the procedures for appealing that determination, if it disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds;
6. Not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits.

### **Owner's Responsibility to Virginia Housing**

Owners are required to submit a *Relocation Plan* (the Plan) to Virginia Housing's Tax Credit Allocation Department with the reservation application. The Plan must be kept in plain sight and available for tenants to review and should be property specific, including at a minimum:

1. The name, address and contact person for the owner and management company;
2. Scope of the work to be completed, including estimated start and completion dates;
3. Planned measures to minimize construction impact on occupied units;
4. Projected rents and rental policies after rehab;
5. Advisory services to be offered;
6. Estimated determination as to Moving Cost Reimbursement.

**Owners must document compliance** by including in each tenant's file all documentation related to relocation, including all notices and agreements referenced herein, as well as bill receipts and canceled checks. Be prepared to present this information to Virginia Housing upon request.

## X. Proximity to Transportation Certification

### Surveyor's Certification of Proximity to Transportation

#### General Instructions

1. This form must be included with the Application.
2. This Letter must be submitted under the Surveyor's or Engineer's Corporate Letterhead.
3. Any change in this form may result in a reduction of points under the scoring system.
4. If you have any questions, please email the Tax Credit Allocation Department at [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com).

Date \_\_\_\_\_

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request

Name of Development \_\_\_\_\_

Name of Owner \_\_\_\_\_

Ladies and Gentlemen:

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

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

2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**

1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

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

By \_\_\_\_\_

Its \_\_\_\_\_

Title

### Y. Section 8 Waiting List Preference

#### PHA or Section 8 Notification Letter

If you have any questions, please email the Tax Credit Department at [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com).

#### **General Instructions**

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

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



## PHA or Section 8 Notification Letter

Date \_\_\_\_\_

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 Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on \_\_\_\_\_ (date).

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

Development Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Proposed Improvements:**

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

### **Proposed Rents:**

- Efficiencies: \$ \_\_\_\_\_ /month
- 1 Bedroom Units: \$ \_\_\_\_\_ /month
- 2 Bedroom Units: \$ \_\_\_\_\_ /month
- 3 Bedroom Units: \$ \_\_\_\_\_ /month
- 4 Bedroom Units: \$ \_\_\_\_\_ /month

### **Other Descriptive Information:**

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

## PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (\_\_\_\_) \_\_\_\_ - \_\_\_\_ .

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 \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

## Z. Developments Intended for Transition to Homeownership

### Requirements Applicable to Deals Intending to Transition to Tenant Homeownership

Virginia Housing recognizes that §42 of the Internal Revenue Code, as amended (the “Code”), potentially permits the sale or transfer of low-income units within LIHTC properties to tenants as a way to create additional paths to homeownership for income-qualified individuals. Converting LIHTC units to homeownership nevertheless presents unique and unforeseen challenges beyond those encountered by developments operated solely as multifamily rental housing throughout the Extended Use Period. Accordingly, Virginia Housing imposes additional minimum requirements applicable to any development intended, in whole or in part, to transition to homeownership, which requirements are listed below:

- Only developments consisting of freestanding single-family dwellings are eligible for conversion to homeownership. Apartments, townhomes, and condo units are ineligible for conversion.
- No units within the development may be sold prior to the close of the Compliance Period.
- Developments will not receive points for selecting extended compliance within the application.
- Only developments selecting an income set-aside of 100% of units at 60% AMI will be allowed to transition to homeownership.
- As a condition of allocation, applicants must agree to accept the terms of Virginia Housing’s form Homeownership Rider to the Extended Use Agreement, which imposes additional requirements related to operation of the development, lease terms, terms of sale, and rights conferred to tenants. Virginia Housing will provide a copy of the current form to developers upon request.
- Applications must contain an homeownership plan that aligns with all Virginia Housing program requirements and is otherwise acceptable to Virginia Housing. The homeownership plan must demonstrate that the development is expected to be capable of operating as a rental housing development throughout the Extended Compliance Period and in compliance with the requirements of §42 of the Code.
- Prior to the application submission deadline, applicants must arrange a meeting with Virginia Housing credit allocation staff to review the proposed homeownership plan; failure to meet with staff prior to application submission will result in rejection of the application.

Applicants interested in seeking credits for a development intended to transition to homeownership should request from Virginia Housing, prior to beginning the development planning process, a copy of the form Homeownership Rider to the Extended Use Agreement. Before moving to advanced stages of the development process, applicants are highly encouraged to contact Virginia Housing staff to ensure that their proposed homeownership plan aligns with program requirements.

### AA. Developer Experience

#### Developer Experience

In order to qualify for these points the developer must provide documentation for one of the following:

**Documentation:** submit with the Reservation Application copies of (1) a previously issued 8609; (2) corresponding partnership agreement or operating agreement; (3) corresponding org chart, which shows ownership percentages; (4) statement of number of units (for previously issued 8609).

Final 8609s and partnership agreements are required to qualify for the new developer experience point tiers, beginning in 2023. For Virginia deals, only final 8609s and organizational charts are required for submission. This information must be submitted with the application as a list will not be maintained for developers qualifying under the new tiers. The experienced developer list expired in 2022.

**NOTE:** There is no minimum ownership percentage required for 8609s proving experience. The current sponsor seeking the experienced developer points just needs to have been a principle in the developments with 8609s.

### **BB. Project-Based Voucher Requirements**

#### **Project Based Voucher Guidelines**

The following documentation must be submitted with the application in order to qualify for points associated with project based rental assistance.

1. Proof of Vouchers = a binding, awarded RFP.
2. Submit with the Reservation Application a marketing plan – see Marketing Plan Instructions in the LIHTC Manual appendices.

Accessible units will be confirmed by Virginia Housing during construction.

Rental subsidy documentation is required with the 8609 application.

Every accessible unit must include a roll-in shower, roll under sink and front control range, unless a waiver is granted by Virginia Housing prior to the application submission.

### CC. Accessible Supportive Housing Pool Requirements

#### Accessible Supportive Housing (ASH) Guidelines

The ASH pool applications are due with the 9% competitive round. You must ensure the application is received prior to the competitive deadline set in the manual. The credits in this pool will continue to be a forward allocation and deals competing and winning credits from this pool will receive a Carryforward the following year. Elderly developments are not eligible for the ASH pool.

Ownership structure must demonstrate capacity for service-enriched housing through a CORES certification or other pre-approved source. CORES certifies three models of service-enriched housing and a certification under any of the three models fulfills this requirement. If you plan to provide a different certification you will need to submit it to the tax credit allocation department at least 30 days prior to the application deadline for review and possible approval.

The ASH application must include the Virginia Housing Permanent Supportive Housing certification. It must be signed by the Owner and the identified service provider or be signed by the Owner and have an accompanying MOU with a service provider.

A minimum of 15% of the units must conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and be actively marketed to people with disabilities in accordance with a plan submitted as part of the application for credits. Also, the application must include documentation of a binding form of rental assistance in order to ensure occupancy by extremely low-income persons.

If the applicant does not meet the minimum requirements in the ASH Pool or there are not enough credits to fully fund all developments, the developments not receiving an award of credits from the ASH pool will automatically compete in the applicable geographic pool.

## DD. Permanent Supportive Housing Certification

### Virginia Housing Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:

<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.

3. Describe your target population(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. List the types of supportive services to be offered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Who will be providing supportive services? \_\_\_\_\_  
\_\_\_\_\_

6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services? \_\_\_\_\_ %

In addition, I/we certify the following:

#### **Services**

**Tenant choice.** Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

**Assertive outreach and engagement.** The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

**Case management.** Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

## **Housing**

**Tenant choice.** Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

**Access.** Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

**Quality.** Supportive housing units will be similar to other units in the project.

**Integration.** Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

**Rights of tenancy.** Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met — paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

**Affordability.** Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

**Coordination between housing and services.** Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

**Delineated roles.** There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

Date \_\_\_\_\_

Owner/Applicant \_\_\_\_\_ Service Provider \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

Title

Title



### EE. Subsidized Funding Information

#### Subsidized Funding Clarification

Any (i) funding source, as evidenced by a binding commitment or letter of intent, that is used to reduce the credit request, (ii) a commitment to donate land, buildings or tap fee waivers from the local government, or (iii) a commitment to donate land (including a below market rate land lease) from an entity that is not a principal in the applicant (the donor being the grantee of a right of first refusal or purchase option, with no ownership interest in the applicant, shall not make the donor a principal in the applicant). Loans must be below market-rate (the 1-year LIBOR rate at the time of commitment) or cash-flow only to be eligible for points. Financing from the Authority and market rate permanent financing sources are not eligible. (The amount of such funding, dollar value of local support, or value of donated land (including a below market rate land lease) will be determined by the executive director and divided by the total development cost. The applicant receives two points for each percentage point up to a maximum of 40 points.) The Authority will confirm receipt of such subsidized funding prior to the issuance of IRS Form 8609.

An existing RD loan transferred to a new owner is not eligible for these points.

All commitments must have supporting documentation.

Firm commitment(s) for the following funding sources must include the following:

1. Local government funding – documentation must include a resolution passed by the locality in which the proposed development is to be located committing such financial support to the development in a form approved by Virginia Housing.
2. Local government donations – a commitment to donate land, buildings or tap fee waivers.
3. Donation of land, not from a local government – a commitment to donate land (including a below market rate land lease) from an entity (not a local government) that is not a principal in the applicant (the donor being the grantee of a right of first refusal or purchase option, with no ownership interest in the applicant, shall not make the donor a principal in the applicant). The value of donated land (including a below market rate land lease) will be based on the most recent locality tax assessment.

The commitment/obligation may contain conditions, but only within the control of or based upon the performance of the borrower, not the benefactor.

## FF. Right of First Refusal Template

RECORDING REQUESTED BY: \_\_\_\_\_  
AND WHEN RECORDED MAIL TO: \_\_\_\_\_

### RIGHT OF FIRST REFUSAL AGREEMENT

([Project name] Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of [Closing Date] by and among [OWNER ENTITY], a Virginia limited liability company (the “Owner” or the “Company”), [ \_\_\_\_\_ ], a Virginia non-stock nonprofit corporation (the “Grantee”), and is consented to by [MANAGING MEMBER ENTITY], a Virginia limited liability company (the “Managing Member”), [INVESTOR ENTITY], a [ \_\_\_\_\_ ] limited liability company (the “Investor Member”) and [ \_\_\_\_\_ ] SPECIAL LIMITED PARTNER, L.L.C., a [ \_\_\_\_\_ ] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

#### Recitals

- A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of an [ \_\_\_\_\_ ]-unit apartment project for families located in [ \_\_\_\_\_ ], Virginia and commonly known as “[Project name] Apartments” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

#### Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any

reserves of the Partnership that is required by Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

- (i) the payment of all cash or immediately available funds at Closing, or
- (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the time frames set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement after all applicable notice and cure periods, the Investor Member may elect to exercise any rights it has under the Operating Agreement to terminate this Agreement and to exercise any rights it has under the Operating Agreement to release this Agreement as a lien against the Project, upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

#### Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the [ \_\_\_\_\_ ], Virginia not later than the time frames 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, [ \_\_\_\_\_ ], \_\_\_\_\_ ; 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 nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

### Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

### Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

### Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

### Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

### Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable “Rule Against Perpetuities” by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority (“Virginia Housing”) shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.



IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

[OWNER ENTITY], a [Virginia] limited liability company

By: [Managing Member Entity], a [Virginia] limited liability company, its managing member

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

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

COMMONWEALTH OF VIRGINIA

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 she executed the same in her capacity as [ \_\_\_\_\_ ], the managing member of the [Managing Member Entity], which is the managing member of [Owner Entity] and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

**GRANTEE:**

[ \_\_\_\_\_ ] , a Virginia non-stock nonprofit corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

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 she executed the same in her capacity as [ \_\_\_\_\_ ], and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**MANAGING MEMBER:**

[MANAGING MEMBER ENTITY], a Virginia limited liability company

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

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

COMMONWEALTH OF VIRGINIA

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 [she] executed the same in her capacity as [ \_\_\_\_\_ ], the sole member of [Managing Member Entity], and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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]

## Appendices continued

### GG. Marketing Plan Requirements

#### **Marketing Plan Instructions for a Leasing Preference**

Properties with a required leasing preference commitment must have a marketing plan and includes points awarded for Section 504 units with accessible features (“special needs units”).

Properties must actively market units to individuals including at least one person with a disability in accordance with the marketing plan .

While there is no standard marketing plan language, every marketing plan must:

- a. Be customized for the property-specific leasing preference or special needs tenant population that the property is intending to serve;
- b. Include information on networking contacts with centers for independent living, disability services boards and address the efforts that will be necessary to fill a vacant unit;
- c. State that referred applicants will be given a leasing preference to fill the property’s required unit commitment;
- d. State that units will be held vacant and actively marketed to the networking contacts included in the written marketing plan;
- e. State that units may be held vacant for 60 days during which ongoing marketing must be documented State that the property will be listed on [VirginiaHousingSearch.com](https://www.virginiahousingsearch.com).

#### **Leasing Preference Required Property Marketing**

On-going marketing to the network contacts in the marketing plan for referrals is required until the unit commitment is met and maintained throughout the extended use period.

#### **60 Day-Hold Unit**

Units must be held vacant for 60 days during which active marketing efforts must be documented. However, if marketing to the 50-point special needs unit is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to Virginia Housing's Compliance Officer, management may request the ability to lease 50-point units to a household not in the special needs population without the unit remaining vacant for the 60-day timeframe. “Ongoing basis” means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the special needs population.

Properties that fail to document ongoing active marketing to the marketing plan network contacts to lease vacant leasing preference units, may be cited with non-compliance, and may be required to hold unit(s) vacant for up to 60 days to actively market unfilled leasing preference units. Non-compliance with the marketing requirement is subject to a penalty point deduction in future funding requests with the Authority.

**NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.**

## HH. Diversity, Equity and Inclusion Incentive

### SWaM CONTRACT CERTIFICATION

(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name \_\_\_\_\_

Name of SWaM Service Provider \_\_\_\_\_

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the “Plan”) of the Virginia Housing Development Authority (the “Authority” formerly Virginia Housing) 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. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Attach to this certification a copy of the service provider’s current certification from the Commonwealth of Virginia’s SWAM Program.
  
4. The undersigned acknowledge by their signatures below that prior to the Authority’s issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia’s SWaM) Program.

**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**

Name of Applicant \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Printed Name and Title of Authorized Signer

\_\_\_\_\_

**SWAM CERTIFIED SERVICE PROVIDER**

Name of SWaM Certified Service Provider \_\_\_\_\_

Signature of SWaM Certified Service Provider \_\_\_\_\_

Printed Name and Title of Authorized Signer

\_\_\_\_\_



## SWaM CONTRACT CERTIFICATION

(TO BE PROVIDED IMMEDIATELY PRIOR TO ISSUANCE OF 8609)

LIHTC Applicant Name \_\_\_\_\_

Name of SWaM Service Provider \_\_\_\_\_

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the “Plan”) of the Virginia Housing Development Authority (the “Authority” formerly Virginia Housing) 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.

### **INSTRUCTIONS**

**Please complete parts 1 and 2 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. 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 provided and when said services were rendered.

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2. Attach to this certification a copy of the service provider’s current certification from the Commonwealth of Virginia’s SWaM Program.
3. If the undersigned SWaM service provider is different from the service provider listed on the SWaM Contract Certification provided to the Authority with the application for Credits, please describe the details surrounding why the original contract was terminated, when it was terminated, when the new contract with the undersigned SWaM service provider was executed, which services or portion thereof (if any) from the original contract were performed by the original service provider, and which services or portion thereof were performed by the undersigned SWaM service provider.

**CONTRACT CERTIFICATION**

The undersigned do hereby certify and acknowledge that they previously entered into with one another at least one bona fide contract for services as described herein, that said services were successfully and properly performed, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and 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 Small, Women-owned, and Minority-owned Business (SWaM) certification program. 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**

Name of Applicant \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Printed Name and Title of Authorized Signer

\_\_\_\_\_

**SWAM CERTIFIED SERVICE PROVIDER**

Name of SWaM Certified Service Provider \_\_\_\_\_

Signature of SWaM Certified Service Provider \_\_\_\_\_

Printed Name and Title of Authorized Signer

\_\_\_\_\_

## II. Socially Disadvantaged Populations Documentation

### "SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name \_\_\_\_\_

LIHTC Applicant Name \_\_\_\_\_

Part II, 13VAC10-180-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly Virginia Housing) 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).

**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**

Name of Applicant \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

Printed Name and Title of Authorized Signer

\_\_\_\_\_

**PRINCIPAL**

Signature of Qualifying Principal \_\_\_\_\_

Printed Name and Title of Qualifying Principal

\_\_\_\_\_

### JJ. Community Room Guidelines/Amenity Item Clarifications

#### **Community Room Information**

Points associated with this item are not allowed unless the community room is physically located within the boundaries of the development currently being considered for credits. The IRS has stated that common space (pool, meeting room, community building, laundry room, etc.) located in one phase may not be used by residents from another phase unless the area is treated as commercial space. Therefore, the cost of the common space must be subtracted from basis in order to be used by households living in another phase. Square footage requirement is calculated for all spaces not separated by doors or walls.

Community rooms may be used for program and classes with the following stipulations. Provided that the cost of the community room is not included in eligible basis, the owner may conduct (or contract with a nonprofit provider to conduct) programs or classes for tenants and members of the community in the community room, so long as:

- (i) tenants compose at least one-third of participants, with first preference given to tenants above the one-third minimum; (ii) no program or class may be offered more than five days per week, (iii) no individual program or class may last more than eight hours per day and all programs and class sessions may not last more than ten hours per day in the aggregate; (iv) cost of attendance of the program or class must be below market rate with no profit from the operation of the class or program being generated for the owner (owner may also collect an amount for reimbursement of supplies and clean-up costs), (v) the community room must be available for use for tenants when programs and classes are not offered, subject to reasonable “quiet hours” established by owner, and (vi) any owner offering programs or classes must provide an annual certification to the Authority that it is in compliance with such requirements, with failure to comply with these requirements resulting in a 10 point penalty for three years from the date of such noncompliance for principals in the owner.

#### **Mandatory Community Room Internet Service**

Free community room Wi-Fi restricted to development residents – Service is required to have a rotating password and only accessible to residents. Application must include resident internet education information, draft resident acknowledgment form and internet security plan at time of application. Resident education information and draft resident acknowledgment form must be included in all resident files.

### KK. Plans and Specifications Requirements

#### **Plans and Specifications Requirements**

Following are the minimum requirements for all property types applying for 9% credits (new construction, rehab and adaptive reuse).

1. A location map with the property clearly defined on the plans.
2. A site plan showing locations of all building(s) and 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. If this is a combination 9%/4% development, indicate on the site plan all buildings for both 9% and 4%. Include a building-by-building unit matrix reflecting distribution of 9% and 4% units.

## Appendices continued

3. Sketch plans of main building(s) reflecting overall dimensions.
4. Typical floor plan(s) showing apartment types and placement.
5. Ground floor plan(s) showing common areas.
6. Sketch floor plan(s) of typical dwelling unit(s).
7. Typical wall section(s) showing footing, foundation and wall and floor structure. Notes must indicate basic materials in structure, floor and exterior finish.
8. All items reflected in Virginia Housing's Minimum Design & Construction Requirements.
9. **Rehab developments must include a unit-by-unit work write-up/Matrix. This is in addition to the Physical Needs Assessment.**

Sketch plan dimensions must be sufficient to allow Virginia Housing to calculate the Gross Floor Area for the entire development and the net rentable areas for all the units in the development.

All 4% applications will undergo an MDCR compliance review, and must provide Construction Design (CD) level, or approximately 50% complete plans. A Design & Construction Officer (DCO) and project architect must sign off prior to 42(m) Letter issuance

### LL. Brick Calculation

#### **Brick and Fiber Cement Calculations**

Brick or other similar low maintenance material approved by the Authority covering up to and including 50% of the exterior walls of the development. For purposes of making such coverage calculation, the triangular gable end area, doors, windows, knee walls, columns, retaining walls and any features that are not a part of the façade are excluded from the denominator. Community buildings are included in the foregoing coverage calculation.

#### **Other Similar Low-Maintenance Material list**

Alternate materials from the list below may be used as a substitute to anchored brick with an air gap. A vented drainage plane must be incorporated.

- Anchored full natural stone with air gap;
- Adhered natural or Cultured Stone Veneer, or other masonry product may be used for up to 35% of the total building.

#### **Fiber Cement Siding Calculation**

Fiber cement siding covering up to and including 50% of the exterior walls of the development. For purposes of making such coverage calculation, the triangular gable end area, doors, windows, knee walls, columns, retaining walls and any features that are not a part of the façade are excluded from the denominator. Community buildings are included in the foregoing coverage calculation.

## Appendices continued

### MM. Universal Design Guidelines

#### Universal Design Requirements

The development qualifies for Universal Design points if:

1. The Applicant agrees in its Reservation Application to provide all Universal Design Essential Elements, and the necessary number of Optional Elements;
2. Plans and specs submitted with the Reservation Application must identify all UD Essential Elements;
3. The Architect of Record will provide Final Certification prior to the issuance of Form(s) 8609.

Plans **MUST** clearly identify the following items in the format found on [VirginiaHousing.com](https://www.virginiahousing.com) or penalties will be assessed:

1. Overall building plans identifying the location of Universal Design dwelling units, and the means of vertical transportation (if applicable), along the accessible route (Minimum scale 1/8"=1'-0"). Include a legend and Universal Design General Notes section. Anything other than a fully handicap accessible elevator must have been presented to and approved by Virginia Housing for this project at least two weeks prior to submission of reservation application.
2. Site plan and building plans identifying accessible pedestrian routes from all Universal Design units to accessible parking, leasing office, community room, laundry facility, mailboxes, garbage collection areas and public transportation pick up areas. Architect must identify running slope and cross slope of route, and consider any obstructions. Include required number of accessible parking spaces, a legend for the accessible route, and a Universal Design general notes section.
3. Enlarged Universal Design unit plans (Minimum scale 1/4"=1'-0") identifying clearances and all Essential Elements.
4. Upon further development of the construction documents, the Architect must adhere to all Essential Elements of the Virginia Housing Universal Design Guidelines and the necessary number of Optional Elements depending on construction type.
5. The Architect must submit the completed Universal Design (UD) checklist to Virginia Housing prior to the requisite Virginia Housing Pre-construction Meeting. The UD checklist must be signed and dated by the LIHTC applicant, the site engineer (if owner retained) and the Architect of Record. The Architect Certification Letter and the UD Checklist must signed by the same individual.

**VIRGINIA HOUSING 2024 GUIDELINES**  
**FOR THE DEVELOPMENT OF UNIVERSALLY DESIGNED UNITS**

**New Construction & Rehabilitation**

Virginia Housing recognizes the need to create housing that is usable by all people while maintaining aesthetics and affordability. Universal Design has emerged as a set of design features that enhance the usability and marketability of such units. Virginia Housing provides specific incentives for developers wishing to use these features to create spaces that serve the needs of all people regardless of ability and an aging population while providing an environment that is easy to market and easy to use.

Virginia Housing views Universal Design not as a building code or accessibility standard but rather as a set of features that should integrate seamlessly into the design of a dwelling unit, providing market appeal and the possibility for residents to age-in-place. Whether applied to standard units or units designed under an accessibility code, the challenge of Universal Design is to produce as normal and appealing an outcome as possible.

Questions or comments about these guidelines can be emailed to:  
[UniversalDesign@VirginiaHousing.com](mailto:UniversalDesign@VirginiaHousing.com).



# Appendices continued

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9.1 Innovation	

## Essential Elements

Each qualifying Universally Designed Unit in the LIHTC program must contain all of the essential elements listed below and comply with Virginia Housing's Minimum Design and Construction Requirements, and Minimum Cabinet Requirements. Universal Design is not a safe harbor for other required accessibility standards such as ANSI A117.1, UFAS or the Fair Housing Act. It should be used as a supplement to required accessibility standards and building codes.

### 1. Route

1.1 Accessible Route – An accessible route shall consist of a minimum 36" wide continuous, stable, firm and slip-resistant surface, free of obstructions and changes in level greater than a ¼" vertical. Running slopes shall not exceed 1:20 and cross slopes shall not exceed 1:50. A minimum 60"x60" passing space must be provided at reasonable intervals not to exceed 200'. Routes requiring 180° turns must have a clear width of 60" during the turn. Cross walks must be striped and may not travel directly behind parking spaces. Vertical means of transportation, other than fully handicap accessible elevators, must be presented to and approved by Virginia Housing prior to submission of the tax credit reservation application.

1.2 Accessible Parking\* – Accessible parking spaces shall comply with Figure 1.2. Van accessible spaces required for public accommodation shall not count towards the number of accessible spaces required for qualifying units.

1.2.1 – Developments with off-street parking shall provide at least one accessible parking space on an accessible route for each qualifying UD unit, sufficiently dispersed to serve each qualifying UD unit.

#### Exception 1:

The total number of accessible parking spaces for UD qualifying units may be reduced to the greater of either:

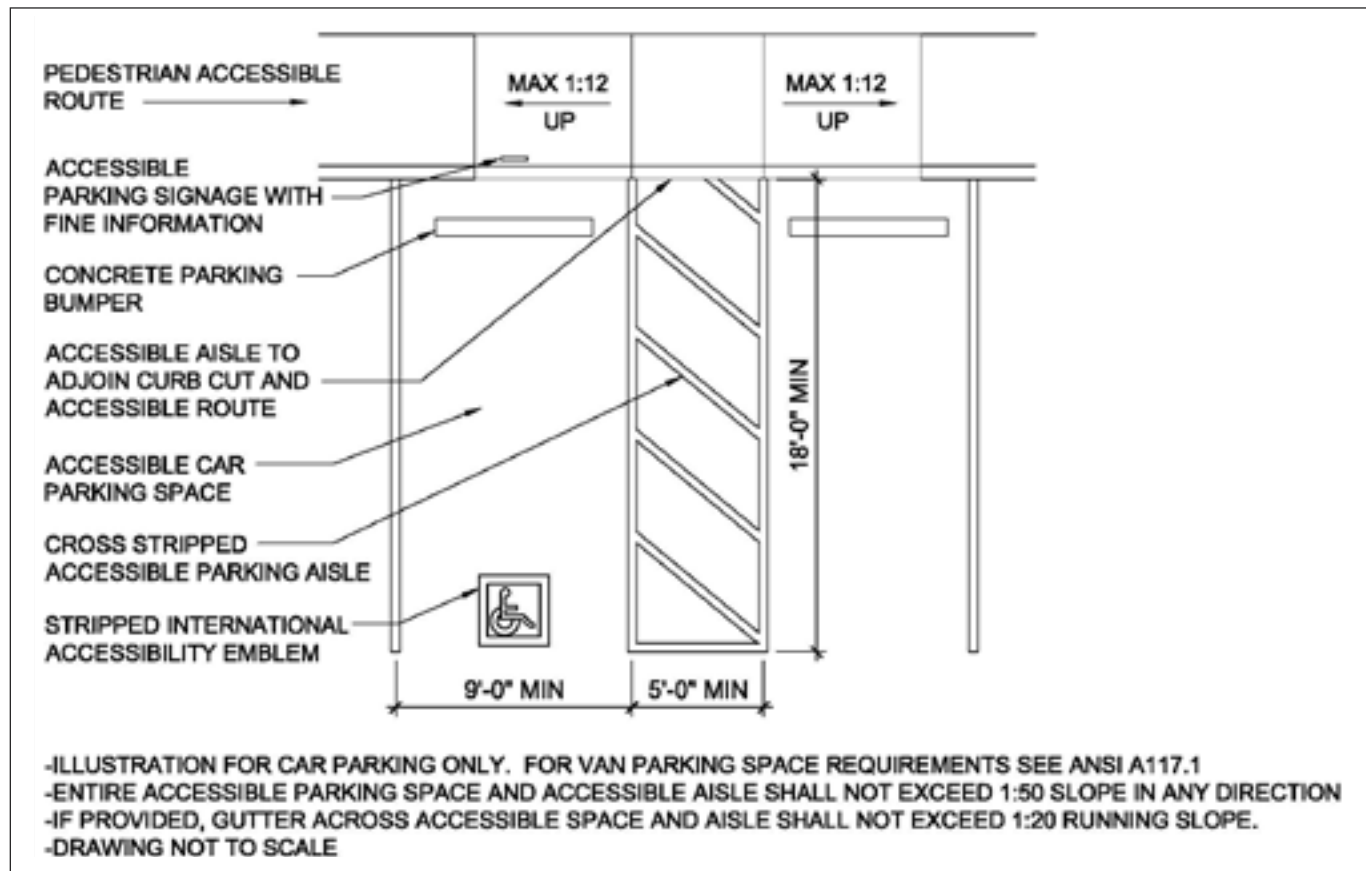
1. 5 accessible parking spaces, or
2. 5% of the total number of parking spaces.

#### Exception 2:

Where a development receives a reduction in local zoning parking requirements from the authority having jurisdiction, a minimum 5% of off-street parking must be accessible spaces.

\*Parking must comply with all applicable accessibility standards.

Figure 1.2



**1.3 Garbage Collection** – Each qualifying unit shall be located on an accessible route complying with 1.1 that leads to a resident garbage drop off area. Garbage chutes, dumpster openings, and their operating mechanisms shall be within the reach range complying with 3.2.

**1.4 Common Spaces** – Each qualifying unit shall be located on an accessible route complying with 1.1. which allows pedestrian access to the leasing office, community room, laundry facility, mailboxes and public transportation pick up areas if available to the facility.

Exception: Alternative vehicular connectivity for impractical sites must be presented to and approved by Virginia Housing prior to submission of the tax credit reservation application. Each vehicular connected amenity must include two parking spaces compliant with Figure 1.2 in addition to the total number of spaces required by 1.2.

**1.5 Curb Cuts** – Shall comply with Figure 1.5 (a) or 1.5 (b). In 1.5 (a), the minimum width of a curb ramp landing shall be 60” exclusive of the ramp running slopes. In both, ramp running slopes and flared side slopes shall not exceed 1:12, however, when possible, ramp running slopes should not exceed 1:20. If a curb cut similar to that shown in Figure 1.5 (b) is provided, there shall be a minimum 36” wide clear unobstructed walk way immediately behind the curb cut with cross slopes not exceeding 1:50. Built up ramps located on the parking lot side of the curb line are not permitted.

## Appendices continued

Figure 1.5 (a)

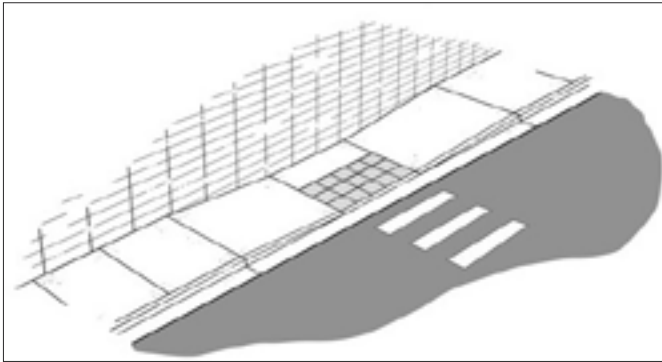
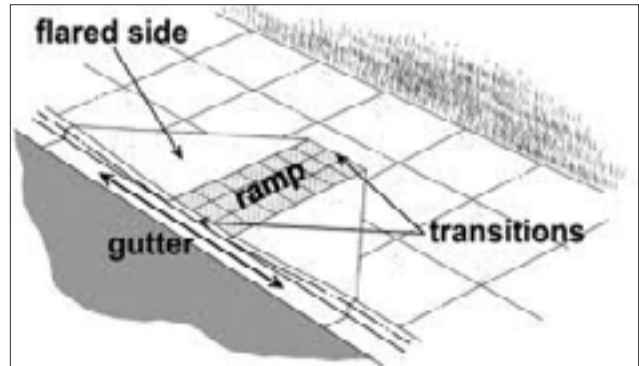


Figure 1.5 (b)



**1.6 Ramps** – In cases where topography and space limitations create the need for a ramp; running slopes shall not exceed 1:12. If a ramp rise is greater than 6” or if the horizontal projection is greater than 72”, handrails must be provided on both sides. Ramps shall be constructed of concrete, brick or similar cementitious/slip-resistant materials.

## 2. Movement

**2.1 Exterior Walkways** – All existing exterior walkways on an accessible route shall be a minimum of 36” wide. All new exterior walkways shall be a minimum of 48” wide. All walkways perpendicular to parking spaces shall be 72” wide excluding curb, or 48” wide with at least 2 feet between sidewalk and back of curb or pinned concrete parking bumpers. Curb cuts shall be required to allow access to accessible areas. Walkways shall be constructed of concrete or similar cementitious material with a slip-resistant surface free of any obstructions and changes in level, with a cross slope not exceeding 1:50 and a running slope not exceeding 1:20.

**2.2 Interior Passageways** – Interior passageways shall have a minimum 42” clear floor width. A minimum 36” clear floor width between vertical surfaces is acceptable when traveling less than 36”.

**2.3 Level Space at Entryways** – Unit entryways shall have a minimum 60”X60” clear, level floor space at both the interior and exterior side of the door, and shall include the full clear width of the door. A maximum 1:50 slope is permitted at the exterior side of doors to allow water shed.

**2.4 Clear Space on Pull Side of All Doors** – Doors shall have a minimum 36” deep clear, level floor space that extends a minimum 18” past the latch on the pull side of the door.

**2.5 Interior Passage Doorways** – All interior passage doorways between rooms deeper than 24” shall have a minimum clear opening of not less than 32” with a threshold level change not exceeding 1/2” (maximum 1/4” vertical rise + 1/4” 1:2 slope).

**2.6 Exterior Doorways and Unit Entries** – All exterior and unit entry doors shall be no less than 36” wide with a threshold level change not exceeding 1/2” (maximum 1/4” vertical rise + 1/4” 1:2 slope).

# Appendices continued

## 3. Approach

**3.1 Clear Floor Space** – Each qualifying unit must have clear, level floor space complying with 3.1 (a) or 3.1 (b) in front of all controls.

Figure 3.1 (a)

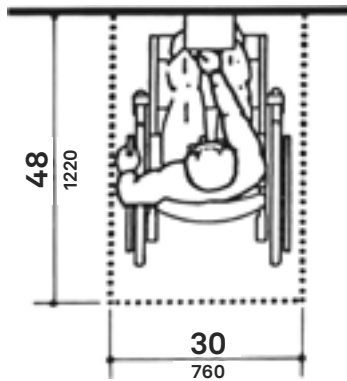
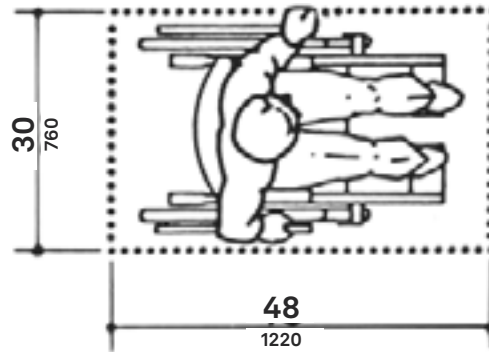
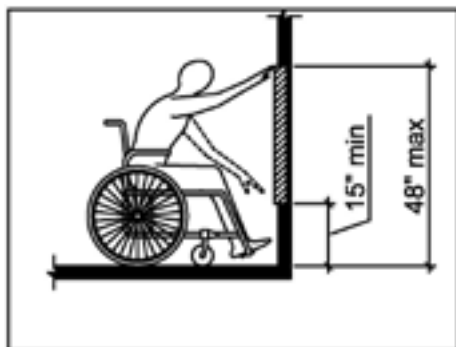


Figure 3.1 (b)



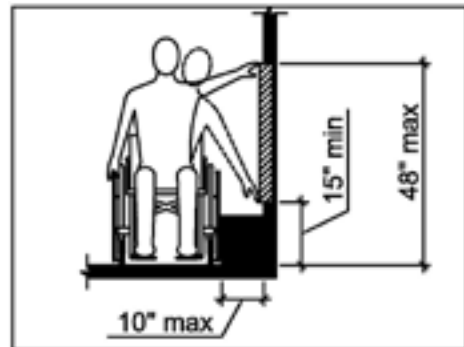
**3.2 Reach Range** – Operable parts shall be located in the following reach ranges.

Figure 3.2 (a)



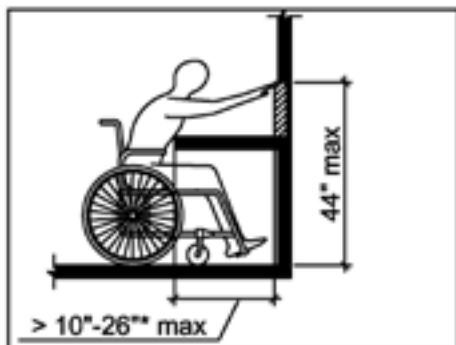
Unobstructed Forward

Figure 3.2 (b)



Unobstructed Side

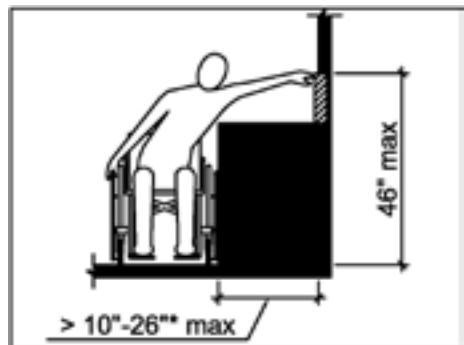
Figure 3.2 (c)



Obstructed Forward

Illustrations adapted from the US Access Board

Figure 3.2 (d)



Obstructed Side

\*Virginia Housing modification for countertops

Exceptions: Windows, shades/blinds, wall cabinets, closet shelving, ceiling fan cords, HVAC diffusers, smoke/CO detectors, bottoms of laundry drums, and plumbing shutoffs. Existing electric panels do not require relocation unless new feeder and/or branch wiring is provided.

## Appendices continued

3.3 Operation – Controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching or twisting of the wrist. The force required to activate controls shall be no greater than 5 lbs.

3.4 Door hardware – All doors shall have lever handles. All privacy locksets shall be push-button type. Thumb-turn deadbolts are acceptable.

3.5 Plumbing Fixtures – All plumbing fixtures shall be lever type.

### 4. Kitchens

4.1 Clear Floor Space – Each qualifying unit must have a minimum clear floor space complying with 3.1 centered on all appliances. The minimum clear floor space may be positioned for forward or parallel approach.

Exception: Dishwashers may have either a parallel approach offset 24” maximum from appliance centerline or an immediately adjacent, permanently roll-under kitchen sink for forward approach.

4.2 Range – Range controls must comply with reach range requirements in 3.2. The location of controls for ranges and cook-tops shall not require reaching over burners. Ranges shall be self-cleaning or steam-cleaning type. Range hood fan and light controls must be switched separately and comply with reach range requirements in 3.2.

4.3 Refrigerator – The water, ice, and temperature controls must comply with reach range requirements in 3.2, or within 54” A.F.F. given a parallel approach. Refrigerators shall be side-by-side type.

Exception: Top freezer type refrigerators may be installed in studio and efficiency apartments for new construction, adaptive reuse and renovated developments. Top freezer type refrigerators may be installed in one bedroom apartments for renovations only. Mid-height of freezer compartment shall be no more than 54” above the finished floor, and control placement for both the refrigerator and freezer shall comply with reach range requirements in 3.2.

4.4 Sink – Each qualifying unit shall have a rear drain sink with drain pipes concealed behind a removable 30” wide concealment panel or removable sink base. Concealment panel shall comply with UFAS for knee and toe clearances. If a sink base is provided, it shall be a minimum of 30” wide and easily removable using only a screwdriver. The kitchen floor finish must extend under the removable cabinet, the wall behind the cabinet must be finished, and a baseboard matching that installed in other areas of the dwelling unit shall be permanently installed behind the cabinet.

4.5 Multiple Height Work Surfaces – All qualifying units shall have multiple height work surfaces including at least one 29”–31” above the finished floor such that a person in a sitting position can work comfortably. The surface must be a minimum of 24” wide x 20” deep, and cannot be portable. Pull-out type boards are acceptable, but must carry a minimum 50 lb. load, and comply with cabinet hardware requirements in 4.6.

4.6 Cabinet Hardware – All cabinetry in a qualifying unit shall have hardware that complies with 3.3, or have touch latches, such that a person with limited dexterity may operate the cabinetry easily.



### **6. Laundry**

6.1 Side by Side, Front Loading Equipment – Laundry equipment in qualifying units, other than tenant supplied equipment, shall be side by side, front loading type. Where hookups only are provided, laundry closets shall be sized to accommodate side by side equipment. Control placement must comply with reach range requirements in 3.2.

### **7. Technology**

7.1 Thermostats – Each qualifying unit shall have a ‘smart’, programmable thermostat with voice activation capability. Voice activated control may be either integrated, or through a separate tenant-supplied mobile device or smart home hub wirelessly connected to the thermostat.



### Optional Elements

**New construction developments qualifying as Universally Designed in the LIHTC program must contain a minimum of ten of the optional elements listed below. Developments being renovated must contain a minimum of five of the optional elements listed below. Adaptive reuse developments must meet new construction requirements.**

#### **1. Route**

1.1 Weather Sheltered Entryways – Provide covered entrances to reduce or eliminate water infiltration and provide protection for user while leaving or entering the qualifying unit.

1.2 Signage – Characters and symbols on all signage shall contrast with their background - either light characters on a dark background or dark characters on a light background. Provide Braille character translations on all interior signage. Use standard Braille conventions for location on signage. Sizing and spacing per standard Braille publications is acceptable.

#### **2. Movement**

2.1 Access to All Common Areas – From the qualifying unit via an accessible pedestrian route.

2.2 Enhanced Site Lighting – Provide one foot-candle of illumination at all exterior pedestrian routes and amenities.

#### **3. Approach**

3.1 Accessible Windows – Must comply with all four elements below. Minimum of one compliant window in each bedroom and living room.

3.1.1 Maximum sill height of 36” above finish floor.

3.1.2 Clear floor space complying with Essential 3.1.

3.1.3 Locks within reach range specified in Essential 3.2, and easily operable with one hand. Altered or additive hardware is not accepted.

3.1.4 Controls for shades/blinds within reach range specified in Essential 3.2.

#### **4. Kitchens**

4.1 Extra Floor Space – Provide a full 60”, unencumbered turning diameter within the kitchen boundary of each qualifying unit.

4.2 Roll-Under Range – Provide a drop in range in each qualifying unit affording the user the ability to roll under with unobstructed clear floor space. Knee space shall be insulated or otherwise protected on the exposed contact surfaces to prevent burns, abrasions, or electrical shock.

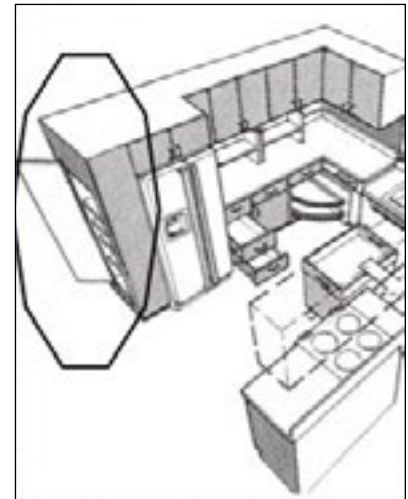
4.3 Full Extension Drawers and Pull-out Shelves – All base cabinetry drawers in a qualifying unit shall be full extension. In addition, a minimum of one base cabinet, 24” wide or greater, shall have high/low pull out shelving; A 24” wide pantry cabinet with at least two pull out shelves below 36” above finish floor is also acceptable.

## Appendices continued

**4.4 Task Lighting** – In addition to general kitchen lighting, provide task lighting at all counter surfaces. With general kitchen lighting turned off, task lights must provide a minimum of 30 foot-candles uniformly distributed across all counter surfaces.

**4.5 Full Length Pantry Style Cabinet in Each Kitchen** – See Figure 4.5 for one example of this feature; pantry may be part of cabinetry or it may be a conventional closet type and comply with Essentials 2.4, 2.5 and 3.2.

**Figure 4.5**



## 5. Bathrooms

**5.1 Extra Floor Space** – In each qualifying unit; provide at least one bathroom with a full 60”, unencumbered turning diameter.

**5.2 Roll-Under Vanity or Sink** – In each qualifying unit; provide at least one bathroom with a roll under sink or removable vanity base. If a removable vanity base is provided, it shall be a minimum of 30” wide and easily removable using only a screwdriver. The bathroom floor finish must extend under the removable cabinet, the wall behind the cabinet must be finished, and a baseboard matching that installed in other areas of the dwelling unit shall be permanently installed behind the cabinet.

**5.3 Tilt Mirror** – Provide an adjustable tilt/pivot style mirror in at least the Option A bathroom of each qualifying unit. Mounting height should allow mirror to be easily used in both a standing and seated position.

**5.4 Non-Glare Lighting** – In each qualifying unit, provide a minimum of two separate fixed light fixtures. Light sources shall be indirect and/or have frosted lenses without exposing bulbs directly to the occupant.

**5.5 Solid In-Wall Blocking** – Installed on walls around toilet, tub and shower for new or future grab bars and shower seat. Blocking must be suitable to carry a minimum 250 lbs. load. Molded shower surrounds shall have integral plywood backing, or, reinforcing is required fully between surround and wall blocking at grab bar and seat locations.

**5.6 Handheld Showerheads** – Both a fixed and handheld shower head with a minimum 60” hose shall be installed on the control end wall of all bathtubs in qualifying units.

## 6. Bedrooms

**6.1 Closets** – In each unit; provide a versatile and adjustable closet organization solution allowing for a more efficient and usable storage area. A single or double adjustable height shelf and rod will not be accepted.

## 7. Audio/Visual

**7.1 Audio/Visual Doorbell** – Provide an A/V doorbell in all qualifying units. Doorbell control location to comply with reach range requirements in Essential 3.2.

## Appendices continued

7.2 Visual Alarm – Provide electrically powered internally illuminated emergency alarms located in all habitable spaces including bathrooms, that shall flash as a visual emergency notification in conjunction with audible emergency alarms. The flashing frequency of visual alarm devices shall be less than 5 Hz. Connect visual alarms to an emergency power source, similar to audible emergency alarms.

### **8. Technology**

8.1 Keyless Entry – Provide a deadbolt with wireless or Bluetooth technology at every qualifying unit entry door.

### **9. Innovation**

9.1 Innovation – Virginia Housing is interested in alternative features which increase the usability of spaces for all people. Proposed alternatives must be presented to and approved by Virginia Housing prior to the mandatory pre-construction meeting.

**2024 UNIVERSAL DESIGN CHECK LIST**  
**New and Adaptive Re-use Units, Pick 10 Optional Items**  
**Rehab Units, Pick 5 Optional Items**

SUBMIT CHECKLIST TO VIRGINIA HOUSING PRIOR TO PRE-CONSTRUCTION MEETING.

ESSENTIAL ELEMENTS	SHEET OR SPEC LOCATION
<b>1. Route</b>	
1.1 Accessible Route	
1.2 Accessible Parking	
1.3 Garbage Collection	
1.4 Common Spaces	
1.5 Curb Cuts	
1.6 Ramps	
<b>2. Movement</b>	
2.1 Exterior Walkways	
2.2 Interior Passageways	
2.3 Level Space at Entryways	
2.4 Clear Space on Pull Side of All Doors	
2.5 Interior Passage Doorways	
2.6 Exterior Doorways and Unit Entry	
<b>3. Approach</b>	
3.1 Clear Floor Space	
3.2 Reach Range	
3.3 Operation	
3.4 Door Hardware	
3.5 Plumbing Fixtures	
<b>4. Kitchens</b>	
4.1 Clear Floor Space	
4.2 Range	
4.3 Refrigerator	
4.4 Sink	
4.5 Multiple Height Work Surfaces	
4.6 Cabinet Hardware	
<b>5. Bathrooms</b>	
5.1 Bathroom Type (# of Option A Baths)	
5.2 Bathing Area (# of Step-in and Roll-in Showers)	
5.3 Shower Fixtures	
<b>6. Laundry</b>	
6.1 Side by Side, Front Loading Equipment	
<b>7. Technology</b>	
7.1 Thermostats	

OPTIONAL ELEMENTS	INCLUDED	SHEET OR SPEC LOCATION
<b>1. Route</b>		
1.1 Weather Sheltered Entryways		
1.2 Signage		
<b>2. Movement</b>		
2.1 Access to All Common Areas		
2.2 Enhanced Site Lighting		
<b>3. Approach</b>		
3.1 Accessible Windows		
<b>4. Kitchens</b>		
4.1 Extra Floor Space		
4.2 Roll-Under Range		
4.3 Full Extension Drawers and Shelves		
4.4 Task Lighting		
4.5 Full Length Pantry Style Cabinet		
<b>5. Bathrooms</b>		
5.1 Extra Floor Space		
5.2 Roll-Under Vanity or Sink		
5.3 Tilt Mirror		
5.4 Non-Glare Lighting		
5.5 Solid In-Wall Blocking		
5.6 Handheld Showerheads		
<b>6. Bedrooms</b>		
6.1 Closets		
<b>7. Audio/Visual</b>		
7.1 Audio/Visual Doorbell		
7.2 Visual Alarm		
<b>8. Technology</b>		
8.1 Keyless Entry		
<b>9. Innovation</b>		
9.1 Innovation		

Provided that the development’s architect of record is on Virginia Housing’s list of Universal Design Certified Architects, and all essential elements and the required number of optional elements are incorporated into the design and construction of the qualified UD units:

- 15 points, if all the units in an elderly development meet this requirement.
- 15 points multiplied by the percentage of units meeting this requirement for non-elderly developments.

PROPERTY NAME: \_\_\_\_\_

APPLICANT: \_\_\_\_\_  
Pre-Construction Signature / Date
Post-Construction Signature / Date

ARCH OF REC: \_\_\_\_\_  
(same as TC app)
Pre-Construction Signature / Date
Post-Construction Signature / Date

SITE ENGINEER: \_\_\_\_\_  
(if owner retained)
Pre-Construction Signature / Date
Post-Construction Signature / Date

## NN. Existing Conditions Questionnaire

### Virginia Housing Multifamily Development Existing Condition Questionnaire/On-Site Analysis (Virginia Housing to fill in grey fields, Page 1 of 4)

Project: \_\_\_\_\_ Date of Visit: \_\_\_\_\_

Project Type(s):  High/Mid-rise  Garden Style  Townhouse  Scattered Site  Other: \_\_\_\_\_

Structure(s):  Concrete  Steel  Masonry  Wood  Other: \_\_\_\_\_

Number of Buildings: \_\_\_\_\_ Age of Property: \_\_\_\_\_

Number of Units: \_\_\_\_\_ First Occupancy: \_\_\_\_\_

Unit Addresses and Unit Types Observed: \_\_\_\_\_

#### Site

##### Parking

Age: \_\_\_\_\_ Alligating:  YES  NO Potholes:  YES  NO  
Drainage:  G  P Overall Condition: \_\_\_\_\_

##### Lighting

Min. 1fc at parking?  YES  NO Min. 1fc at sidewalks?  YES  NO Min. 1fc at mailboxes?  YES  NO  
Min. 1fc at dumpsters?  YES  NO Overall Condition: \_\_\_\_\_

##### Grading

Negative Drainage Observed:  YES  NO Location: \_\_\_\_\_  
Water Infiltrating Buildings:  YES  NO Location: \_\_\_\_\_

##### Landscaping

Grass Dead Patches:  YES  NO Overall Condition: \_\_\_\_\_  
Foundation Plantings:  YES  NO Overall Condition: \_\_\_\_\_  
Dead Landscaping/Stumps:  YES  NO Notes: \_\_\_\_\_

##### Trash

Dumpster OR  Compactor OR  Individual Tenant Cans  
Enclosure:  YES  NO Condition: \_\_\_\_\_  
Apron:  YES  NO Condition: \_\_\_\_\_

##### Retaining Walls

Exist on site:  YES  NO Condition: \_\_\_\_\_  
Additional Needed:  YES  NO Notes: \_\_\_\_\_

##### Sidewalks

Cracks/Spalling:  YES  NO Trip Hazards:  YES  NO  
Overall Condition: \_\_\_\_\_

##### Accessibility

Accessible Route Provided From HC Parking to Units:  YES  NO  
Notes: \_\_\_\_\_  
Accessible Route Provided From Units to Common Areas:  YES  NO  
Notes: \_\_\_\_\_

#### Systems

##### HVAC

Type: \_\_\_\_\_  
Avg. Age of Equipment: \_\_\_\_\_ Overall Condition: \_\_\_\_\_  
Exhaust Fans Discharge to Exterior:  YES  NO  
Additional Notes: \_\_\_\_\_

**Virginia Housing Multifamily Development Existing Condition**  
**Questionnaire/On-Site Analysis** (Virginia Housing to fill in grey fields, Page 2 of 4)

**Plumbing**

**Interior**

Supply Line: Copper CPVC PEX Polybutylene Other: \_\_\_\_\_  
 Overall Condition: \_\_\_\_\_  
 Waste Type: Cast Iron PVC Galvanized Other: \_\_\_\_\_  
 Overall Condition: \_\_\_\_\_

**Exterior**

Supply Line: Copper CPVC PEX Polybutylene Other: \_\_\_\_\_  
 Overall Condition: \_\_\_\_\_  
 Waste Type: Cast Iron PVC Galvanized Other: \_\_\_\_\_  
 Water Heater Type: \_\_\_\_\_ Avg. Age: \_\_\_\_\_ Condition: \_\_\_\_\_  
 Bathtub Type: Fiberglass Cast Iron Other \_\_\_\_\_ Condition: \_\_\_\_\_  
 Surround Type: Fiberglass Ceramic Other \_\_\_\_\_ Condition: \_\_\_\_\_  
 Toilet: YES NO GPF: \_\_\_\_\_ Avg. Age: \_\_\_\_\_ Condition: \_\_\_\_\_

**Electrical**

Service Size Per Building: \_\_\_\_\_ Unit Panel Size: \_\_\_\_\_  
 Feeder Type: Copper OR Alum. Branch Wire Type: Copper OR Alum.  
 Outlet Age: \_\_\_\_\_ Outlets Grounded: YES NO  
 Outlet Overall Condition: \_\_\_\_\_

**Electrical** YES NO Locations: \_\_\_\_\_

**Phones** YES NO **Cable TV** YES NO  
 Outlet Locations: \_\_\_\_\_ Outlet Locations: \_\_\_\_\_

**Kitchen Lights** 1x4 Fluorescent OR Other: \_\_\_\_\_

**Laundry** In-unit OR Central  
 Type: Side by Side Stacked Combo Other \_\_\_\_\_  
 Age: \_\_\_\_\_ Condition: \_\_\_\_\_  
 How is Overflow Addressed: Pan with Drain Moisture Sensor Other \_\_\_\_\_

**Appliances**

Ref. Avg. Age: \_\_\_\_\_ Range Type: \_\_\_\_\_ Avg. Age: \_\_\_\_\_ Range Hood Avg. Age: \_\_\_\_\_  
 Dishwasher: YES NO Dishwasher Avg. Age: \_\_\_\_\_  
 Overall Conditions: \_\_\_\_\_

**Elevator**

Type: \_\_\_\_\_ Size: \_\_\_\_\_ Last Upgraded: \_\_\_\_\_

**Sprinkler System**

Type: Full Partial N/A Comments: \_\_\_\_\_

**Fire Alarm System**

Type: Full Partial N/A Comments: \_\_\_\_\_  
 Smoke Detector Locations: \_\_\_\_\_

**Structure**

**Foundation**

Type: Slab on Grade Crawl Space Basement Other \_\_\_\_\_  
 Overall Condition: \_\_\_\_\_

**Roof**

Type: Pitched Flat Combo. Age: \_\_\_\_\_ Sheathing Thickness: \_\_\_\_\_  
 Overall Condition: \_\_\_\_\_

## Virginia Housing Multifamily Development Existing Condition Questionnaire/On-Site Analysis (Virginia Housing to fill in grey fields, Page 3 of 4)

Roof Overhang at Breezeway Stair Minimum 5':  YES  NO

### Insulation and Ventilation

#### Attic

Insulation Type: \_\_\_\_\_ R-Value: \_\_\_\_\_ Ventilation Type: \_\_\_\_\_

#### Crawl Space

Insulation Type: \_\_\_\_\_ R-Value: \_\_\_\_\_ Ventilation Type: \_\_\_\_\_

#### Exterior wall

Insulation Type: \_\_\_\_\_ R-Value: \_\_\_\_\_ Sheathing Type: \_\_\_\_\_

### Structural Deficiencies

Disclosed or Identified Structural Deficiencies: \_\_\_\_\_  
\_\_\_\_\_

### Doors

#### Common

Overall Condition: \_\_\_\_\_

#### Apt. Entry Doors

Material:  Steel OR  Wood Door Type:  Flush  Raised Panel  Variety Age: \_\_\_\_\_

Condition: \_\_\_\_\_

Hardware Type:  Knob OR  Lever Hardware Finish:  Silver  Yellow  Variety

Hardware Condition: \_\_\_\_\_

#### Pre-hung Doors

Door Type:  Flush  Raised Panel  Variety Condition: \_\_\_\_\_

Hardware Type:  Knob OR  Lever Hardware Finish:  Silver  Yellow  Variety

Hardware Condition: \_\_\_\_\_

### Windows

#### Common

Age: \_\_\_\_\_ Overall Condition: \_\_\_\_\_

#### Apts.

Type:  Vinyl  Alum.  Store Front Alum. Insulated:  YES  NO

Age: \_\_\_\_\_ Overall Condition: \_\_\_\_\_

#### Breezeway Stair

Type:  Wood  Steel  Concrete  Combo. Condition: \_\_\_\_\_

#### Building Envelope

Material Type: \_\_\_\_\_ Age: \_\_\_\_\_ Condition: \_\_\_\_\_

**Brick Row Lock Slope**  Adequate OR  Not adequate OR  Need Architect To Perform Inspection

#### Exterior Trim

Type: \_\_\_\_\_ Condition: \_\_\_\_\_

#### Flooring

Carpet Condition:  G  P  NA Ceramic Condition:  G  P  NA

Hardwood Condition:  G  P  NA Ceramic Condition:  G  P  NA

Notes: \_\_\_\_\_

#### Cabinets and Counters

Kitchen Condition: \_\_\_\_\_ Bath Condition: \_\_\_\_\_

#### Drywall

Overall Condition: \_\_\_\_\_





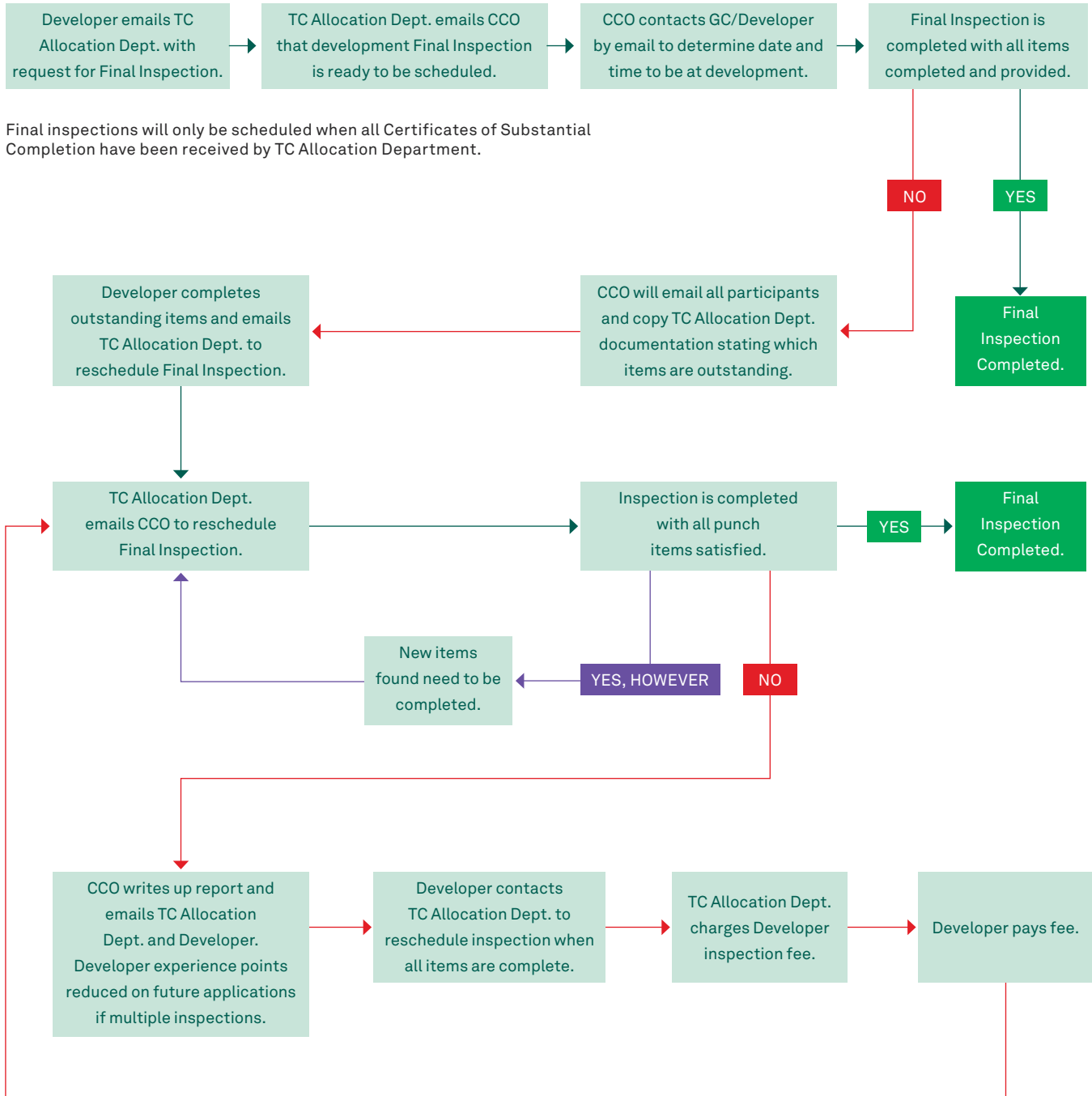
### OO. Final Inspection Process

#### Final Inspection Process

- Developer emails Allocation Department at [TaxCreditApps@VirginiaHousing.com](mailto:TaxCreditApps@VirginiaHousing.com) when they are ready for their final inspection;
  - Allocation Department will contact Construction Control Officer (CCO) to schedule inspection.
- Construction Control Officer will contact General Contractor and/or Owner to determine final inspection time and day.
- If all items are completed satisfactorily then final inspection is complete.
- If items are remaining to be completed CCO will email all participants including TC department stating which items are outstanding;
- Developer completes all outstanding items and emails Allocation Department for 2nd final inspection
  - Allocation Department will notify CCO;
  - CCO schedules 2nd Final inspection;
  - If all items are completed satisfactorily then final inspection is complete.

If additional items are found needed to be completed but were not included in the initial report from the CCO the next inspection will be treated as a first inspection. **NOTE: Final inspection will only be scheduled after all Certificates of Substantial completion have been received (this includes New Construction).**

### Process for Final Inspections



### PP. Cost Certification Guidelines

#### Cost Certification Preparation Guideline Tax Credit Program

##### **Purpose**

This Guide sets forth (a) the standards to be followed in the preparation of Cost Certifications and in the conduct of the audits, and (b) the minimum scope of audit and report format acceptable to The Virginia Housing Development Authority. It does not provide detailed audit procedures nor is it intended to supplant the Certified Public Accountants' (CPA) judgment as to the work required. This Guide is applicable to audits of General Contractors' and LIHTC cost certifications as required for developments receiving Low-Income Housing Tax Credits (LIHTCs).

The purpose of the cost certification is to establish the total costs incurred by the contractor and the LIHTC recipient to complete the development so that Virginia Housing may determine the final amount of the annual allocation of LIHTCs for the development.

The cost certification audits must be completed by an independent, third party Certified Public Accountant ("CPA") who is familiar with the requirements of Section 42 of the Internal Revenue Code.

Because of the complexity of the rules governing the LIHTC program, all participants are urged to seek appropriate legal and accounting advice regarding construction-related matters.

##### **I. Requirements**

All developments containing LIHTC's, are required to complete General Contractor's and LIHTC Cost Certifications accompanied by the 8609 Application.

The Contractor's and LIHTC Cost Certifications must be prepared by an independent, third-party CPA. The certifications must be prepared in accordance with Generally Accepted Accounting Standards, Generally Accepted Government Audit Standards, and audit standards acceptable to the American Institute of Certified Public Accountants. The certifications must be accompanied by an Independent Auditor's Report, including the unqualified opinion of the CPA.

The Cost Certifications completed by the CPAs must be submitted on the forms provided by Virginia Housing in the 8609 Application. The CPA's cost certification should follow the General Contractor's and the LIHTC Cost Certification Worksheet line items to eliminate delays in the review of the cost certification. Variation to this format may result in the return and required re-submission of the cost certification. The Building by Building Information sheet is to be completed in 8609 Application.

The General Contractor's Cost Certification shall not be prepared by the same CPA preparing the LIHTC Cost Certification. It is acceptable for the same CPA firm to prepare both certifications as long as different accountants are preparing them.

## Appendices continued

### **II. Eligible Costs**

Eligible costs are those approved costs that have been or will be incurred within 120 days after the date of Substantial Completion. In the event that the project is financed in whole or in part with the proceeds of tax exempt bonds issued pursuant to Section 142 of the IRC, certain restrictions and limitations apply with respect to the costs or the portions thereof which are includable in the total development cost. Such restrictions and limitations shall control in the event of any conflict or inconsistency with any other provisions of this Guide.

Eligible costs may include all costs paid in cash under the terms of the construction contract. The contract price may be amended for approval change orders, and reduced for liquidated damages as required by the contract. In addition, eligible costs may include various Fees, Finance and Carrying Charges, and other cost categories as identified in the most recent approved Development Budget.

Total development costs may include but are not limited to:

- Construction costs;
- Architect fees;
- Professional fees, such as legal and accounting, appraisal and market study, engineering and survey;
- Furniture and equipment;
- Construction period interest and fees;
- Financing expenses, including loan application fees, loan origination fees, and mortgage Insurance premium;
- Tax Credit allocation and monitoring fees;
- Compliance monitoring fee;
- Rent-up expenses;
- Relocation expenses;
- Contingencies, either for construction or soft costs.

## Appendices continued

### **III. Eligible Basis**

Eligible basis is the cost of new construction, acquisition of existing property and the cost of any improvements to that property (Joint Committee Report on the LIHTC).

Eligible basis may include:

- Building Acquisition;
- Local Impact Fees;
- Construction Costs;
- Soft Costs: architect, legal, permitting, clerk of the works, survey, etc.;
- Refrigerators, stoves, air conditioners;
- Parking lots, roads “closely associated” with the use of the building;
- Grading and landscaping “closely associated” with the use of the building;
- Capitalized interest including amortization of loan costs;
- Developer Fees;
- Amenities (swimming pool/recreational facilities).

Eligible basis does not include:

- Cost of land;
- Loan costs and fees (unless related to construction loans);
- State Housing Compliance Fees;
- Marketing/Advertising;
- Operating Expenses during construction;
- Reserves;
- Parking, roads, grading, and not integral to the building;
- Landscaping not adjacent to the building (trees along property line not eligible);
- Rent-up Costs;
- Relocation;
- Organization and syndication costs;
- Developments fees allocable to land acquisition and other in-eligible project costs;
- Construction Contingency (contingency should be reclassified by client to actual category).

**The above list is not exhaustive and will be reviewed on a case by case basis in accordance with Section 42 of the IRC.**

## Appendices continued

### **IV. 8609 Application/Cost Certification Process**

No more than 180 days after construction completion of the last building the 8609 Application must be submitted along with supporting documentation, LIHTC and Contractors Cost Certification.

Consistent with Section 42(m)(2) of the Internal Revenue Code and industry best practices, Virginia Housing limits the award of LIHTC and other State controlled resources to the funding gap necessary to make a transaction viable. Even if a specific line item is not being paid with LIHTC equity or Virginia Housing funds, any excessive cost, regardless of the source of financing, increases the gap and affects the public subsidy needed by a transaction. As a result, Virginia Housing reserves the right to require a justification of any development cost line item.

### **V. General Contractor's Cost Certification Instructions**

For each Construction item the CPA must submit a schedule of costs, which includes monies paid to vendor(s), as well as general requirements, builder's overhead and profit, building permit and other fees, bond premium costs and any approved change orders (if applicable). The certification should include cost determinations for construction costs associated with the development including designated punch list items and allowances for seasonal work.

The General Contractor's Cost Certification must follow the General Contractor's Cost Certification Worksheet Form. **The Certification must be signed by the General Contractor/Construction Manager and the signature must be notarized.** The Certification must be submitted with the 8609 Application as a mandatory item.

## Virginia Housing General Contractor's Cost Certification Worksheet

Virginia Housing Deal Number \_\_\_\_\_ Location \_\_\_\_\_

Virginia Housing Number \_\_\_\_\_ Owner \_\_\_\_\_

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

Group	Trade Item	Dollar Amount Cost	Description	Name of Sub-Contractor
02	Existing Conditions			
03	Concrete			
04	Masonry			
05	Metals			
06	Woods, Plastics and Composites			
07	Thermal and Moisture Protection			
08	Openings			
09	Finishes			
10	Specialties			
11	Equipment			
12	Furnishings			
13	Special Construction			
14	Conveying Equipment			
21	Fire Protection			
22	Plumbing			
23	Heating, Ventilation and AC			
26	Electrical			
27	Communications			
28	Electronic, Safety and Security			
91	Other * (editable as needed by Deal)			
92	Other * (editable as needed by Deal)			
93	Other * (editable as needed by Deal)			
	<b>TOTAL STRUCTURES</b>			
31	Earthwork			
32	Exterior Improvements			
33	Site Utilities			
94	Other * (editable as needed by Deal)			
	<b>TOTAL LAND IMPROVEMENTS</b>			
	* = Provide Detail			
	<b>TOTAL STRUCTURE AND LAND IMPROVEMENTS</b>		Bond Premiums	
	GENERAL REQUIREMENTS		Tap Fees	
	<b>SUBTOTAL</b>		Building Permits	
	OVERHEAD		Soil Borings	
	PROFIT		<b>Total Contract Amount</b>	
	<b>TOTAL FOR ALL IMPROVEMENTS</b>			

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Certified Public Accountant: \_\_\_\_\_ By: \_\_\_\_\_



## Low-Income Housing Tax Credit Application For IRS Form 8609

### MANDATORY TAB G- INDEPENDENT AUDITOR'S REPORT

Date \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Project Name \_\_\_\_\_  
Project Number \_\_\_\_\_ Virginia Housing Number \_\_\_\_\_

We have audited the costs included in the accompanying Virginia Housing Development Authority (Virginia Housing) Final Cost Certification (the "Final Cost Certification") of \_\_\_\_\_ (the "Owner") for \_\_\_\_\_ ("the Project") as of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_. The Final Cost Certification is the responsibility of the Owner and the Owner's management. Our responsibility is to express an opinion on the Final Cost Certification based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Final Cost Certification is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Final Cost Certification. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Final Cost Certification presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying Final Cost Certification was prepared in conformity with the accounting practices prescribed by the Internal Revenue Service, under the accrual method of accounting, and in conformity with the format and qualified allocation plan rules set by Virginia Housing, which is a comprehensive basis of accounting other than generally accepted accounting principles.

In our opinion the Final Cost Certification presents fairly, in all material respects, the actual costs of \$ \_\_\_\_\_ and eligible basis of \$ \_\_\_\_\_ of the Owner for the Project as of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, on the basis of accounting described above.

This report is intended solely for the information and use of the Owner and the Owner's management and for filing with Virginia Housing and should not be used for any other purpose.

We have no financial interest in the Project other than in the practice of our profession.

City \_\_\_\_\_ State \_\_\_\_\_

## Schedule of Final Cost and Eligible Basis (Page 1 of 2)

Property Name \_\_\_\_\_

Date Prepared \_\_\_\_\_

	Eligible Basis Costs				Costs Ineligible For Basis
	Actual Costs	30% Present Value Credit - Acquisition	30% Present Value Credit- Rehab/New Construction	70% Present Value Credit	
<b>Contractor Cost</b>					
Off-Site Improvements					
Site Work					
Unit Structures (New)					
Unit Structures (Rehab)					
Accessory Building(s)					
Asbestos Removal					
Demolition					
Commercial Space Costs					
Structured Parking Garage					
General Requirements					
Builder's Overhead					
Builder's Profit					
Bonding Fee					
Other: (Please list below)					
<b>Contractor Cost Subtotal</b>					
<b>Owner Costs</b>					
Building Permit					
Architect/Engineer Design Fee					
Architect Supervision Fee					
Tap Fees					
Soil Borings					
Construction Loan					
Construction Interest					
Taxes During Construction					



## QQ. Certification of Sources and Uses (8609)

### Certification of Sources and Uses

Development Name \_\_\_\_\_

Owner Name \_\_\_\_\_

This form is completed to certify the actual cost of a property's construction and development and is to be returned to Virginia Housing with the Application for IRS Form 8609.

#### **OWNER CERTIFICATION**

The owner hereby certifies the following:

1. In connection with the Application for IRS Form 8609 for the above-named development I have obtained and attached an Independent Auditor's Report and Schedule of Final Costs. I have disclosed all costs and all uses of funding to the person or firm preparing such Report and Schedule including all kickbacks, rebates, adjustments, discounts or gifts of value made or to be made to the general contractor, architect or any corporation, trust, partnership, joint venture, or other legal or business entity in which the aforementioned entities, or any of their members, stockholders, officers, directors, beneficiaries, or partners hold any interest.
2. I have disclosed all of the development's funding sources and uses, as well as its total financing, and will disclose any future changes in funding to Virginia Housing in a timely manner.
3. I have provided Virginia Housing with the final Partnership Agreement or other ownership agreement (as amended).

Date \_\_\_\_\_ Owner Name \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

#### **SYNDICATION/INVESTOR CERTIFICATION**

The limited partner/investor member hereby certifies the following:

1. The Final Partnership Agreement or other ownership agreement (as amended) attached to this Certification is in full force and effect and has not been changed, altered, amended or modified.
2. There are no agreements among the limited partner/investor member, general partner/managing member and the Owner other than as set forth in the Partnership Agreement, including exhibits, and the limited partner/investor member is not obligated to make any contribution to the Owner or to the General Partner or its affiliates which is not included in the Partnership Agreement, including exhibits.
3. In connection with the Owner's Application for IRS Form 8609, we have reviewed the Owner's Certification above and the Independent Auditor's Report and Cost Certification. We believe this information to be complete and accurate.

Date \_\_\_\_\_ Limited Partner/Investor Member \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

## RR. 2024 Minimum Design and Construction Requirements

### 2024<sup>1</sup> Minimum Design and Construction Requirements

#### Requirements for All Developments

The following minimum requirements were created to address issues related to the design, construction, maintenance, marketing, life cycle costs and aesthetic concerns for developments utilizing low income housing tax credits (LIHTC) and/or developments financed by the Virginia Housing Development Authority (Virginia Housing). Virginia Housing may require an expansion of the proposed scope of work for a project beyond those items specifically listed within the Minimum Design and Construction Requirements (MDCR) if it determines, in its sole discretion, that such expansion of scope is necessary after review of submitted plans and specifications for the project or examination of the existing conditions at the property. Any such required additions to the proposed scope of work shall be communicated to the developer by Virginia Housing in writing and shall be automatically incorporated into the MDCR herein by reference as it pertains to that specific project. For developments utilizing LIHTC, Virginia Housing will alert applicants to the additional required scope of work prior to allocating credits to the respective development. Submission requirements for Virginia Housing loan applications are listed on the Architectural & Engineering Review sheet which can be found at the conclusion of the MDCR. Submission requirements for the LIHTC program are contained in the tax credit application.

Drawings, specifications, scope of work, and installations are to comply with the latest applicable issue of the *Virginia Uniform Statewide Building Code (USBC)*<sup>2</sup>, *International Building Code (IBC)*<sup>3</sup>, other applicable Virginia and national codes and standards, requirements of localities, prevailing design and construction practices and the *Minimum Design and Construction Requirements* of Virginia Housing. All work performed at the property must be managed and completed by a single prime Virginia-licensed Class A general contractor (GC) contracted by the developer. In no event may work be self-directed or self-performed by the developer unless the developer's construction arm is the contracted prime GC and Virginia Housing has approved, in writing, the developer's construction arm as the prime GC. **Installation of materials, equipment, products, and building systems in both New Construction and Rehabilitation shall adhere to all manufacturers' requirements, specifications, and recommendations.** All developments are to comply with applicable accessibility codes and standards, including but not limited to the USBC, the Fair Housing Act Design Requirements, and all accessibility commitments made through the LIHTC application process.

All **additions** and **adaptive reuse** are to comply with the Virginia Housing Minimum Design and Construction Requirements (MDCR) for *New Construction*. **Adaptive reuse** may also be required to comply with the MDCR for *Rehabilitation* where Virginia Housing deems applicable.

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<sup>1</sup> The 2024 Virginia Housing Minimum Design and Construction Requirements apply to Virginia Housing loans with a 2024 application date, as well as developments receiving Federal Low-Income Housing Tax Credit allocations for year 2024.

<sup>2</sup> (USBC 2015) *Virginia Uniform Statewide Building Code* (Latest applicable edition as referenced by the USBC).

<sup>3</sup> (IBC 2015) *International Building Code* (Latest applicable edition as referenced by the IBC).

## Requirements for New Construction

### **SITE WORK**

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1. Finished floor elevations of buildings are to be a minimum of 8 inches higher than the adjoining finished grade. When achieving an 8-inch height separation is not feasible, due to accessibility requirements or other conditions, provide an alternate solution acceptable to Virginia Housing.
2. Areas around buildings are to be graded to have a minimum 5% slope away from foundation walls for a minimum distance of 10 feet, per IBC. Install yard drains, storm inlets, or drainage pipes under concrete walks to drain properly if the space between foundation walls and concrete walks is less than 10 feet. Drainage systems are to be designed to avoid water flowing over sidewalks. Provide an alternate drainage solution acceptable to Virginia Housing:
  - a. When buildings are closer than 10 feet to concrete walks.
  - b. When a minimum 5% slope is not feasible.
  - c. To avoid water draining over sidewalks.
  - d. At accessible entrances, when applicable.
3. Install seamless gutters and downspouts, or an internal drainage system for all buildings. When discharging on grades steeper than 20%, or less than 1%, water from gutters and downspouts is to be piped underground to a storm sewer system, or to daylight at grades that will avoid soil erosion.
4. Paving designs are to be based upon the soil report, California Bearing Ratio (CBR) of the soil, traffic count, and loading. All drive lanes of parking lots are to be designed for dumpster trucks. Parking bays may have lighter paving than the drive lanes of parking lots.
5. Extend concrete dumpster pads at least 12 feet into the asphalt so that the load bearing wheels of trucks rest on concrete while servicing the dumpsters.
  - a. Thickness of concrete is to be a minimum of 6 inches with reinforcement.
  - b. Dumpsters and/or compactors accessed via an accessible route are to meet accessibility requirements.
  - c. Install a privacy screen on at least three sides of all dumpster and/or compactor pads.
6. Minimum width of sidewalks is to be 3 feet. Sidewalks that are located perpendicular to parking spaces are to be a minimum of 5 feet wide excluding curb or 3 feet wide with 2 feet of space between the sidewalks and curbs. Provide gravel and sand base under walks when required by the soil report. Provide control and expansion joints.
7. Site lighting shall not be obstructed by trees.
8. All plantings must be shown on landscape drawings illustrating size at full maturity. Show dimension of tree locations from trunks/calipers to buildings. Portions of tree branches when fully mature shall not overhang roofs or contact building faces. Field verify planting locations match initial design.

## Appendices continued

9. Grade to avoid standing water. Provide a smoothly graded transition from disturbed to undisturbed areas. Finish grade with clean topsoil. Seed and straw, and/or landscape all bare and disturbed areas. Provide ground cover materials or sod for slopes steeper than 20%. Provide foundation plantings in the front of all buildings. Clean site and dispose of all construction debris. Grass must be established prior to project closeout.

### ARCHITECTURAL

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#### 1. Roofing

- a. Roof sheathing thickness is to be a minimum of  $1\frac{5}{32}$  inch-thick plywood or  $1\frac{5}{32}$  inch OSB. Install sheathing with clips. ZIP System roof sheathing or similar products are not accepted.
  - b. Install drip edge on all sides of the roof.
  - c. Install ice barrier extending from eave's edge to a point 24 inches beyond the exterior wall cladding.
  - d. Roof shingles are to be a minimum 25-year, anti-fungal product, and are to be nailed (not stapled).
  - e. Flat roofs to have a minimum 20-year manufacturer's warranty.
2. Provide permanent access to all flat roofs. Access to be easily reachable and located in an interior common area.
  3. Install walk pads that provide access to all rooftop equipment.
  4. Provide roofs/overhangs over exterior entrance doors to all units and buildings that are accessed by residents or visitors. Provide a minimum 30 inches of overhang along the front and 12 inches along each side of the door; or the door may be setback a minimum of 24 inches from the face of the exterior wall.
  5. Stairs to apartment units where stair halls are not enclosed are to be protected from weather by design features, such as, setting back stairs a minimum 5 feet from the exterior wall and/or installing a roof overhang at the second floor level, projecting a minimum of 5 feet beyond the first riser.
  6. Crawl spaces to be free of debris and water. Provide a minimum 6 mil vapor barrier at floor with seams overlapped 12 inches. Edges and seams to be taped.
  7. Install waterproofing on exterior walls up to finished grade where finished floors are below adjoining finished grades. Provide a 10-year material/manufacturer's warranty.
  8. Install weep holes in brick veneer at foundation walls, over lintels, and relief angles.
    - a. Weep holes at foundation walls are to be a minimum 6 inches above finished grade.
    - b. Provide mortar mesh to prevent blockage of weep holes.
    - c. Provide continuous flashing at all weep holes and end dams at flashing terminations.

## Appendices continued

9. At masonry and precast window sills, and caps for masonry veneer walls that do not terminate directly under roofs, provide a positive slope resulting in a minimum  $\frac{3}{4}$  inch differential over the length of the sill/cap.
10. All wood framing in contact with concrete or masonry is to be of treated wood.
11. Provide sill sealer for sill plates at all exterior walls.
12. All brick veneer or sidings, such as vinyl, aluminum, wood and fiber cement board, are to have a solid backing of plywood, OSB, gypsum, or similar material. Siding and brick are to be installed over an independent drainage plane, such as Tyvek® or equal. Fasten siding to framing with nails penetrating a minimum  $\frac{3}{4}$  of an inch into studs. Install pre-manufactured mounting blocks for all penetrations in siding such as electrical, plumbing, HVAC, etc.  
EXCEPTION: Exterior wall sheathing systems with integrated drainage planes may be used when observation reports are provided by the manufacturer and the following conditions are met:
  - 1) Pre-installation
    - a. General Contractor to hold pre-installation meeting with architect and manufacturer prior to installation. Manufacturer's observation reports to include documentation of meeting.
    - b. Manufacturers' flashing details including windows, doors, joints and penetrations must be maintained on site.
    - c. Store materials to meet manufacturer's requirements.
  - 2) Installation
    - a. The integral drainage plane must be preserved. Use manufacturer's approved products including tape, tape gun and roller.
    - b. When weather conditions warrant, follow manufacturer's requirements for inclement weather installation and storage of materials.
    - c. Manufacturer's representative to review the final installation to confirm all requirements are met prior to installation of exterior cladding. Manufacturer's observation reports documenting installation acceptance is required and must be maintained on site.
13. All panel type siding to be installed over vertical furring to allow adequate drainage and ventilation, or provide siding product with integrated vented rain screen.
14. The use of foil faced sheathing is prohibited.
15. The bottom of all siding and window sills are to be a minimum of 6 inches above the finished grade or mulch beds.
16. Exterior wooden trim, brickmolding, sills, fascia, rake boards, and columns, are to be clad with vinyl, vinyl coated aluminum, or similar materials. Use materials designed for cladding with a minimum thickness of 0.019 inch and provide a stiffening crimp for trim and fascia boards are more than 8 inches wide. Virginia Housing recommends the use of low maintenance composite/ manufactured materials instead of wood for exterior use.



## Appendices continued

17. Powder coat or galvanize all exterior steel products, or provide an exterior steel paint that can achieve a minimum 10-year material warranty. Prepare surfaces per warranty requirements. Prime and paint steel prior to placement in concrete.
18. Use vinyl, aluminum, or steel for exterior railings, handrails, guardrails, posts and pickets instead of wood products.
19. Windows and sliding glass doors:
  - a. Provide minimum ½ inch insulated glass.
  - b. Provide minimum 10-year warranties for material and breakage of seal.
  - c. Provide thermal break for aluminum frames.
  - d. Install and flash per manufacturer's specifications.
  - e. Provide back dam flashing at sill.
  - f. Before installing windows; perform initial installation with the Construction Control Officer.
20. All exterior doors, except sliding glass doors, must be either insulated fiberglass or insulated metal. Exterior wooden door jambs and molding require composite material, such as FrameSaver® or equal, at their lowest points.
21. Install hard surface flooring at the interior of all entrance doors, except for doors entered through carpeted interior hallways. Hard surface area is to be approximately 3 foot by 4 foot using flooring materials such as VCT, sheet vinyl, hardwood, or tile.
22. Resilient flooring such as, but not limited to, sheet vinyl and VCT is to be installed over minimum nominal ¼ inch underlayment grade plywood, or similar underlayment material. Ceramic tile or similar flooring is to be installed over minimum nominal ¼ inch cementitious board or similar underlayment material. Flooring may be installed over concrete provided concrete is finished smooth and uniform. When installed over Gypcrete, or a similar material, apply manufacturer approved sealer.
23. Carpets are to have the minimum number of seams. Seams are not to be located in heavily trafficked areas. T-seams are not acceptable except in closets.
24. All interior doors are to be side hinged. Bifold, pocket, or sliding doors are not acceptable. Install or undercut doors a minimum of ¾ inch clear to prevent dragging and to provide ventilation. Paint bottom top and all other sides of doors. All doors must be factory assembled. Field modifications, such as but not limited to, cutting vents in door is prohibited. Instead, pre-manufactured louvered doors must be installed.
25. All unit interior spaces must have finished floor and solid wood base/molding. Base and base moldings are to match in design and finish.

EXCEPTIONS:

  - 1) Ceramic or stone baseboard is acceptable at matching adjacent flooring.
  - 2) Mechanical closets may use an alternate base material such as vinyl.
26. All common area interior spaces must have finished floor and base.

EXCEPTIONS: Utility/service rooms may have sealed concrete floor.

## Appendices continued

27. All windows are to have blinds, shutters, or other similar products, and sliding glass doors are to have vertical blinds.
28. Provide a minimum of one full-height closet of at least 6 square feet for general storage in a location other than a bedroom.
29. Provide a minimum of 1 ½ bathrooms (one full bathroom and one half bathroom) in all two bedroom units and a minimum of 2 full bathrooms in all three or more bedroom units.
30. Concealed solid dimensional wood blocking (2x material) is to be provided for all handrails, grab bars and wall mounted cabinets and accessories.
31. Tub and shower surrounds built of ceramic tile, marble, or similar materials are to be installed over minimum ½ inch cementitious board.
32. Provide a pass-through opening with counter space when kitchen and dining/living areas are separated by a wall.
33. Kitchen cabinets and bathroom vanities are to comply with Virginia Housing's Minimum Cabinet Requirements:
  - a. All cabinets are to be factory/manufacturer assembled.
  - b. All exposed portions of cabinetry must have factory applied finish.
  - c. Kitchen cabinets and bathroom vanities are to abut the side walls or provide a minimum spacing of 12 inches between wall and cabinets. Wall cabinets are to abut the ceiling/soffits or provide minimum of 12 inches between cabinet and ceiling/soffits.
  - d. Kitchen wall cabinets are to be fastened to blocking with a minimum of four washer head cabinet screws; two in each upper and lower nailing strip for each wall cabinet.
  - e. Plastic laminate countertops are to be post formed, or have back splashes that are factory attached to the countertop and sealed.
  - f. A side splash is to be installed where countertops abut walls.
  - g. Holes in cabinet backs for plumbing are to be drilled and completely covered by escutcheon plates.
  - h. Provide at least one base cabinet with drawer, minimum 15-inch-wide.
34. Install a cleanable surface, such as plastic laminate, metal, or ceramic tile on the sidewall next to the cooking range when it is located directly adjacent to a wall. Materials such as plastic laminate or metal are to be installed with adhesive.
35. Appliances
  - a. Provide 30-inch-wide range in all units except studio/efficiency apartments and one bedroom elderly apartments, which may have a minimum 20-inch-wide range. Provide maximum 24-inch-wide range hood for all 20-inch-wide ranges.
  - b. Provide a range hood or combination range hood-microwave over all cooking ranges.
  - c. Provide a 24-inch-wide dishwasher in all units, except for studio/efficiency apartments, which may have 18-inch-wide dishwashers.

## Appendices continued

- d. All refrigerators are to be frost free. Minimum rated sizes of refrigerators are to be 12 cubic feet for studio/efficiency apartments, 14 cubic feet for 1 and 2 bedroom apartments, and 16 cubic feet for 3 and 4 bedroom apartments. Side-by-side models must open fully or have at least 12” of cabinetry between an adjacent sidewall.
- e. Provide laundry equipment, or connections for full-size side-by-side or full-size stack type washers and dryers, in all units. When provided, laundry equipment and connections shall be installed in a closet with doors in a location other than a bedroom. Otherwise, provide onsite laundry facilities.  
Exception: Studio and one bedroom apartments may utilize a bedroom closet for laundry equipment provided equipment does not impede on tenant storage, an exhaust fan with humidistat is installed in the closet, and a jumper duct is provided to communicate with return air location. (See “Plumbing” section for washing machine pan requirements.)
- f. All kitchen appliances in an apartment unit are to match in color.

### 36. Age restricted housing serving residents 55 years or older:

- a. Provide a handrail on at least one side of common corridors.
- b. Provide an accessible elevator for buildings with two or more stories.
- c. Provide indoor resident garbage drop-off area and access.

### 37. Where a permanent dehumidification system is not provided for all units, provide space for a future dehumidifier in a stud cavity within the apartment living space. Utilize concealed power and plumbing drain (e.g. mechanical closet). Identify location in drawings and coordinate with plumbing and electrical.

## MECHANICAL

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- 1. Provide Heating, Ventilation, and Air Conditioning (HVAC) equipment with R-410A refrigerant in all dwelling units. All apartments are to have ducted HVAC systems except as noted in #3 below. Size of HVAC equipment, ducts and diffusers are to be designed per heat gain/loss calculations.
- 2. For all ducted HVAC systems including ducted mini-splits and self-contained packaged systems (similar to Magic-Pak or First Co):
  - a. Air supply diffusers are to be located near windows in living rooms, dens and bedrooms.  
EXCEPTION: The mechanical engineer may locate supply diffusers at alternate locations with Virginia Housing’s prior approval based on supporting calculations.
  - b. Provide HVAC diffusers for kitchens and all full baths.
  - c. Provide premanufactured air filters.
  - d. Seal air duct penetrations in unheated spaces.
  - e. Refrigerant and condensate lines are to be concealed within walls. Seal all penetrations
  - f. Provide ducted return air grille. Provide a separate ducted return for each floor of townhouse units.
  - g. Heat pump to include auxiliary heat.
  - h. Main supply trunk line from air handler to branch duct shall be metal. Flex duct may be used only between main trunk line and supply diffuser. Fiberglass ductboard is prohibited.
  - i. All ductwork must be concealed behind permanent construction unless otherwise approved by Virginia Housing.

## Appendices continued

3. Ductless Heat Pumps (mini-splits) may be used in efficiencies, 1 bedroom units or elderly housing developments.
  - a. All mini-splits are to discharge condensate to grade through a pipe concealed within the exterior wall system.
  - b. Provide separate mini-split wall mounted unit for each bedroom, den or living room.
  - c. Provide separate wired wall mounted thermostat for each mini-split wall mounted unit.
  - d. Provide a heater with a thermostat or timer controlled heat lamp for all full baths.
4. All exhaust ducts are to discharge to the exterior of the building, and terminate into vent caps. Vent caps to be of a quality that will minimize repair and replacement.
5. Do not install condenser units in front of windows.
6. Electric baseboard heating and electric forced air heating shall not be used as the primary heating method.

### PLUMBING

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1. Clothes washing machines or connections for clothes washing machines are to have a pan, with a drain, connected to the sewer system per applicable plumbing code.
2. The bottoms of bath tubs are to have slip resistant/textured finish.
3. All tubs/showers and shower diverters are to have internal shut-off-valves or external shut-off-valves with access panels.
4. Depress entire bathroom floor and build up as needed to account for accessibility and drainage requirements when designing for roll-in showers. Bathrooms which include a roll-in shower, are to have ceramic or similar tile flooring, with a minimum of 3'-0" positively sloped towards the shower drain at a maximum 2%. Roll-in showers are to be either:
  - a. Ceramic or similar tile floor with water proofing membrane extending a minimum 8" up walls, and a zero height transition between the bathroom floor and the shower floor, **OR**
  - b. Pre-manufactured with a trench drain located immediately adjacent to, and the full length of, the shower.
5. Wall-hung lavatories may only be installed in common areas or dwelling units recognized as UFAS, ANSI Type A, or fully accessible. When installing wall-hung sinks, provide concealed arm type carriers.
6. All pipes to be concealed behind permanent construction. All wet plumbing pipe to be solid wall construction (Cellular core pipe not permitted).
7. All floor drains and indirect waste receptors to receive trap primer or code approved drain trap seal device.
8. Seal around all plumbing penetrations in floors, walls and ceilings.

## Appendices continued

9. When installing electric water heaters provide the following minimum rated sizes:
  - a. Studio/1BR units 30 gallon.
  - b. 2BR units 40 gallon.
  - c. 3BR units 50 gallon.
10. Provide hub drain in mechanical closet to accept overflow pan and condensate lines.
11. Vanities may not be installed within 12” of tub or showers.
12. Where wall-hung lavatories, roll-under sinks, or pedestal sinks are installed, provide an alternate storage solution complying with code required reach ranges and other accessibility requirements, which may apply to the unit.

### **ELECTRICAL**

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1. Provide fluorescent light fixtures or LED light fixtures in all public common areas such as offices, multipurpose rooms, laundry rooms, hallways, and stairs.
2. Kitchens are to have a minimum of one light fixture 4 feet long with either LED or two 32 watt fluorescent bulbs, or lighting fixture(s) that provide a minimum illumination of 30 foot candles distributed across all countertops.
3. Pre-wire cable TV and internet outlets for all bedrooms, living rooms, family rooms, and dens. Provide a minimum of one landline telephone outlet in each apartment. Provide interface for incoming service at one central location per building. All wiring for the interior and exterior of the building is to be concealed within the walls.
4. Exterior fixtures are to be LED, fluorescent, metal halide, high or low pressure sodium, or mercury vapor. Tenant controlled exterior lighting is exempt. Provide exterior lighting to illuminate all parking areas, dumpster pads, building entrances and mailboxes with a minimum of one-foot candle of illumination. Provide illumination so that building numbers and apartment numbers are legible at night.
5. Seal around all electrical penetrations.
6. Provide tenant controlled light fixture at all patios and balconies.
7. Where a permanent dehumidification system is not provided for all units, provide an outlet for a future dehumidifier. Identify outlet location in drawings and coordinate with architectural. Locate outlet such that when dehumidifier is installed, power cord will not be visible from a habitable space.

### Requirements for Rehabilitation

All **additions** and **adaptive reuse** are to comply with the Virginia Housing Minimum Design and Construction Requirements (MDCR) for *New Construction*. **Adaptive reuse** may also be required to comply with the MDCR for *Rehabilitation* where Virginia Housing deems applicable.

All rental offices, public areas, and associated parking and routes are to meet the latest USBC accessibility requirements for new construction. Developments that have accessible units or are required to have accessible units due to the building codes these developments are subject to, federal requirements, or as the result of commitments made in the LIHTC application, are to provide accessible routes through the site from those units to accessible parking and other accessible common areas.

Identify any hazardous materials/conditions such as asbestos, lead paint, radon, recalled drywall, mold on site and/or in buildings and contaminated soils. Address or abate all hazardous materials per applicable regulations. Submit abatement certification to Virginia Housing if requested.

### SITE WORK

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1. Identify areas that require grading to drain water away from buildings and areas where adjoining grades are higher than finished floor of buildings:
  - a. Provide a minimum distance of 6 inches between finished grade or mulch beds, and the bottom of siding and window sills.
  - b. Provide a minimum of 5% slope away from foundation walls, for a minimum distance of 10 feet.
  - c. Provide alternate solutions acceptable to Virginia Housing when required grades, slopes, or other site conditions make the above requirements infeasible.
2. Provide seamless gutters and downspouts for all buildings, or an internal drainage system. When discharging on grades steeper than 20%, or less than 1%, water from gutters and downspouts is to be piped underground to a storm sewer system, or to daylight at grades that will avoid soil erosion. Avoid water drainage over sidewalks.
3. Extend concrete dumpster pads at least 12 feet into the asphalt so that the load bearing wheels of trucks rest on concrete while servicing the dumpsters.
  - a. Thickness of concrete is to be a minimum of 6 inches with reinforcement.
  - b. Dumpsters and/or compactors accessed via an accessible route are to meet accessibility requirements.
  - c. Install a privacy screen on at least three sides of all dumpster and/or compactor pads.
4. Concrete that is cracked, crumbling, spalling, heaving or settling, or may be a safety issue is to be repaired or replaced. Provide a solution acceptable to Virginia Housing if any of these conditions exist. Sidewalks at new locations to comply with new construction guidelines.
5. Asphalt that has cracking, alligating, or a deteriorating sub-base is to be repaired or replaced. Provide a solution acceptable to Virginia Housing if any of these conditions exist. Paving at new locations to comply with new construction guidelines.

## Appendices continued

6. Remove all dead bushes, trees, tree-stumps, and their above-ground roots. Remove all portions of tree branches that overhang roofs or contact building faces. Remove trees with root structures that may compromise building foundations. New plantings must comply with new construction requirements.
7. Grade to avoid standing water. Provide a smoothly graded transition from disturbed to undisturbed areas. All areas which have dead grass are to be tilled. Seed and straw, and/or landscape all bare and disturbed areas. Finish grade with clean topsoil. Provide ground cover materials or sod for slopes steeper than 20%. Provide foundation plantings in the front of all buildings. Clean site and dispose of all construction debris. Grass must be established prior to project closeout.

### ARCHITECTURAL

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1. Install waterproofing up to finished grades for all perimeter walls of finished and unfinished spaces where evidence of water, moisture, or mildew is present. Waterproofing may be installed on the exterior or interior sides of the wall. The waterproofing system is to have a minimum 10-year manufacturer's warranty.
2. All debris and wood are to be removed from crawl spaces.
  - a. Install sump pump or drain tile discharging to daylight for any area accumulating water.
  - b. Install a minimum 6 mil vapor barrier at floor with seams overlapped 12 inches. Edges and seams to be taped. Provide adequate crawl space ventilation.
3. Remove all abandoned and non-operable equipment, devices and accessories. Virginia Housing may approve abandoned material that is secured, sealed and concealed.
4. Structural deficiencies are to be identified and corrected. If requested by Virginia Housing, corrective measures to be designed, inspected, and certified by a structural engineer.
5. Install minimum of R-19 insulation in unconditioned crawl spaces and basements and R-38 insulation in attics.
6. When replacing drywall at an exterior wall or replacing exterior sheathing, provide wall insulation at affected areas per the latest adopted edition of the International Energy Conservation Code.
7. Roof inspection reports are required for all roofs more than 5 years old. Report to include age and remaining life of roofs and areas that need repairs. Replace all roofs with a remaining life of less than 5 years. Repair or replace all roofs with damage or leaks.
8. When replacing pitched roofs:
  - a. Repair or replace all damaged sheathing, rafters, and/or trusses.
  - b. Replace all  $\frac{3}{8}$  inch sheathing with a minimum of  $1\frac{5}{32}$  inch plywood or  $1\frac{5}{32}$  inch OSB. Install sheathing with clips. ZIP System roof sheathing or similar products are not accepted.
  - c. Replace all existing attic vents and pipe collars. Replace rusted or damaged flashing. Replace all existing sealant.

## Appendices continued

- d. Roof shingles are to be a minimum 25 year, anti-fungal product, and are to be nailed (not stapled). Do not install new shingles over existing shingles. Replace existing ridge vents.
- e. Install drip edge on all sides of the roof.
- f. Install ice barrier extending from eave's edge to a point 24 inches beyond the exterior wall cladding.
- g. Provide roof ventilation per the latest USBC for new construction.

### 9. When replacing flat roofs:

- a. Remove and dispose of existing roofing and above deck insulation, damaged vents and other items not in good condition.
- b. Provide a minimum R-25 continuous insulation above the roof deck or provide a minimum R-38 insulation in the attic space.
- c. New roofing is to have a minimum 20-year manufacturer's warranty.
- d. Provide roof ventilation per the latest USBC for new construction.

### 10. Install walk pads that provide access to all rooftop equipment.

### 11. If equipment is installed on a roof, provide easily reachable access from an interior common area.

### 12. Stairs to apartment units where stair halls are not enclosed are to be protected from weather by design features. Install an awning, a roof overhang at the second floor level, or a roof at the stair hall entrance. Provide a minimum overhang of 5 feet from first riser. All buildings in a development are to have similar design features. Historic buildings may be exempt.

### 13. Exterior wooden trim, brickmold, sills, fascia, rake boards, and columns are to be clad with vinyl, vinyl coated aluminum, or similar materials. Use materials designed for cladding with a minimum thickness of 0.019 inch and provide a stiffening crimp for trim and fascia boards are more than 8 inches wide. Replace all damaged wood prior to cladding. Virginia Housing recommends the use of composite/manufactured materials instead of wood for exterior use. Exceptions may be considered for historic buildings.

### 14. When repainting existing or installing new exterior steel products; powder coat, galvanize or provide an exterior steel paint that can achieve a minimum 10-year material warranty. Prepare surfaces per warranty requirements. Prime and paint steel prior to placement in concrete.

### 15. When replacing exterior railings, handrails, guard rails, posts and pickets use vinyl, aluminum, or steel instead of wood.

### 16. When replacing siding:

- a. New siding is to have solid backing of plywood, OSB, gypsum, or similar material. Siding is to be installed over an independent drainage plane, such as Tyvek® or equal.  
EXCEPTION: Exterior wall sheathing systems with integrated drainage planes may be used when observation reports are provided by the manufacturer and the following conditions are met:



## Appendices continued

### 1) Pre-installation

- a. General Contractor to hold pre-installation meeting with architect and manufacturer prior to installation. Manufacturer's observation reports to include documentation of meeting.
- b. Manufacturers' flashing details including windows, doors, joints and penetrations must be maintained on site.
- c. Store materials to meet manufacturer's requirements.

### 2) Installation

- a. The integral drainage plane must be preserved. Use manufacturer's approved products including tape, tape gun and roller.
- b. When weather conditions warrant, follow manufacturer's requirements for inclement weather installation and storage of materials.
- c. Manufacturer's representative to review the final installation to confirm all requirements are met prior to installation of exterior cladding. Manufacturer's observation reports documenting installation acceptance is required and must be maintained on site.

- b. Do not install new siding over materials such as vinyl siding, Thermo-ply®, or other flexible materials.
- c. Material such as T1-11, wood siding, or hardboard lap-siding may be used as backing for new siding, provided it is in good condition.
- d. Repair, replace, and re-nail all sections of damaged siding or sheathing to provide a uniform and flat surface.
- e. Fasten siding to framing with nails penetrating a minimum  $\frac{3}{4}$  of an inch into studs.
- f. Install mounting blocks for all penetrations in siding such as electrical, plumbing, HVAC, and ductwork etc.

17. All new panel type siding to be installed over vertical furring to allow adequate drainage and ventilation, or provide siding product with integrated vented rain screen.

18. The use of foil faced sheathing is prohibited.

19. Repair masonry walls having cracks and/or settlement. Replace damaged brick and point-up deteriorated mortar to match existing. Replace rowlocks for window sills that do not have a slope to drain water away from building. Prime and paint all metal lintels which are corroded, or not already painted. Remove abandoned items from brick and power wash/clean exterior of buildings.

20. Replace all damaged windows.

21. Replace single glazed windows with insulated glass.

- a. When window replacement is not permitted in historic buildings, repair or replace existing windows and install triple track operable storm sashes, with screens, over existing single glazed windows.
- b. When conditions make storm sashes not feasible, provide an alternative solution acceptable to Virginia Housing.

## Appendices continued

22. When replacing windows and/or sliding glass doors:
  - a. Provide minimum ½ inch thick insulated glass.
  - b. Provide minimum 10 year warranties for material and breakage of seal.
  - c. Provide thermal break for aluminum frames.
  - d. Provide new construction windows when replacing siding.
  - e. Provide back dam flashing at sill.
  - f. Install and flash per manufacturer's specifications. Perform initial replacement with Construction Control Officer.
23. All windows are to have blinds, shutters, or other similar products, and sliding glass doors are to have vertical blinds. Replace all blinds that are damaged and/or do not match in color.
24. Repair or replace all damaged or dented doors, jambs and hardware.
  - a. When replacing exterior doors, except sliding glass doors, replacement doors are to be insulated fiberglass or insulated metal. Wooden door jambs and molding require composite material, such as FrameSaver® or equal, at their lowest points.
  - b. Solid core wood doors may be used where entrances are located in interior conditioned corridors.
25. All entry doors to apartment units, except entry doors located in conditioned corridors, are to have weather stripping and threshold to provide a tight seal around the door and to minimize heat loss/gain due to air infiltration.
26. Provide roofs/overhangs over entrance doors to all units and buildings that are accessed directly by residents or visitors. Provide a minimum 30 inches of overhang along the front and 12 inches along each side of the door; or the door may be setback a minimum of 24 inches from the face of the exterior wall.
27. Replace all damaged Gypcrete, or similar material, floor sheathing and floor joists.
28. Install an area approximately 3 feet by 4 feet using materials such as VCT, sheet vinyl, hardwood flooring, or tile at the interior of all entrance doors, except for doors entered through carpeted interior hallways.
29. Repair or replace all damaged, stained, or mismatched flooring. Upon inspection, replace or seal damaged or stained underlayment, or underlayment which gives off odors. On a room by room basis, all flooring must match in color and design. All rooms must have finished floor and base.
30. Resilient flooring such as, but not limited to, sheet vinyl and VCT is to be installed over minimum nominal ¼ inch underlayment grade plywood, or similar underlayment material. Ceramic tile or similar flooring is to be installed over minimum nominal ¼ inch cementitious board or similar underlayment material. Flooring may be installed over concrete provided concrete is finished smooth and uniform. When installed over Gypcrete, or a similar material, apply manufacturer approved sealer.

## Appendices continued

31. Carpets are to have the minimum number of seams. Seams are not to be located in heavy traffic areas. T-seams are not acceptable except in closets. Remove shoe molding/quarter-round molding before installing carpet.
32. Provide a pass-through opening with counter space when kitchen and dining/living areas are separated by a wall.
33. Interior finishes: doors, moldings, paint, and drywall.
  - a. Replace all interior bifold, pocket, or sliding doors with side hinged doors.
  - b. Repair or replace all damaged doors and trim. Doors previously cut to allow for modifications, such as adding vents, must be replaced with factory assembled louvered doors.
  - c. All doors, door trim, and door hardware in a unit are to match in design and finish.
  - d. Install or undercut doors a minimum of 3/4 inch clear to prevent dragging and to provide ventilation.
  - e. Paint bottoms, tops, and all other sides of new doors.
  - f. All new doors must be factory assembled.
  - g. All base and base moldings in a unit are to be solid wood and are to match in design and finish.

EXCEPTIONS:

    - 1) Ceramic or stone baseboard is acceptable at matching flooring.
    - 2) Mechanical closets may use an alternative base material such as vinyl.
  - i. Repair flaws in drywall such as, but not limited to, holes, failing tape joints, cracks and nail pops. Replace all drywall that has mold, mildew, or signs of moisture.
    - 1) When drywall replacement is required, match adjacent type and thickness.
    - 2) Nail pops and settling drywall must be re-screwed to framing.
    - 3) Repairs, including previous repairs, are to match the adjacent surface and the unit's intended finish.
34. Repair damaged or compromised draft stopping and/or fire stopping.
35. Concealed solid dimensional wood blocking (2x material) is to be provided for all new handrails, grab bars and wall mounted cabinets and accessories.

EXCEPTION: Toggle bolts may be used at wall mounted accessories.
36. Replacement or repairs of tub and shower surrounds built of ceramic tile, marble, or similar materials are to be installed over minimum ½ inch cementitious board.
37. When replacing kitchen cabinets and/or bathroom vanities all new cabinets are to comply with *Virginia Housing's Minimum Cabinet Requirements*.
  - a. Cabinets and/or vanities that are not being replaced are to be approved by Virginia Housing.
  - b. All cabinets are to be factory/manufacturer assembled.
  - c. All exposed portions of cabinetry must have factory applied finish.
  - d. Kitchen cabinets and bathroom vanities are to abut the side walls or provide a minimum spacing of 12 inches between wall and cabinets. Wall cabinets are to abut the ceiling/soffits or provide minimum of 12 inches between cabinet and ceiling/soffits.
  - e. Kitchen wall cabinets are to be fastened to blocking with a minimum of four washer head cabinet screws; two in each upper and lower nailing strip for each wall cabinet.

## Appendices continued

- f. Plastic laminate countertops are to be post formed, or have back splashes that are factory attached to the countertop and sealed.
- g. A side splash is to be installed where countertops abut walls.
- h. Install a cleanable surface, such as plastic laminate, metal, or ceramic tile to the side wall next to the cooking range when it is located directly adjacent to a wall.
- i. Remove and replace all drywall that has mold. Repair or replace all damaged drywall.
- j. Holes in cabinet backs for plumbing are to be drilled, and completely covered by escutcheon plates.
- k. Provide at least one base cabinet with drawer, minimum 15-inch-wide.

### 38. Appliances

- a. Replace all damaged and or dented appliances. All kitchen appliances in an apartment unit are to match in color.
- b. Provide 30-inch-wide range in all units except studio/efficiency apartments and one bedroom elderly apartments, which may have a minimum 20-inch-wide range. Provide range hoods or combination range hood-microwaves over the cooking ranges. Provide maximum 24-inch-wide range hood for all 20-inch-wide ranges.
- c. Dishwashers are required in all units. Provide 24-inch-wide dishwashers except for studio/efficiency apartments, which may have 18-inch-wide dishwashers.
- d. All refrigerators are to be frost free. Minimum rated sizes of refrigerators are to be 12 cubic feet for studio/efficiency apartments, 14 cubic feet for 1 and 2 bedroom apartments, and 16 cubic feet for 3 and 4 bedroom apartments. Side-by-side models must open fully or have at least 12” of cabinetry between an adjacent sidewall.
- e. When present, laundry equipment and connections shall be installed in a closet with doors. New locations may not be in a bedroom.  
Exception: Studio and one bedroom apartments may utilize a bedroom closet for laundry equipment provided equipment does not impede on tenant storage, an exhaust fan with humidistat is installed in the closet, and a jumper duct is provided to communicate with return air location.

39. Provide a handrail on at least one side of common corridors for age restricted housing serving residents 55 years or older.

40. Replace any item with an assessed original install date or equipment ID plate that places the item **at or older than**:

Item	Years*	Item	Years*
<b>EXTERIOR**</b>			
Asphalt Paving	25	Vinyl/Aluminum siding	25
Exterior Doors	25	Windows	25
Asphalt shingle Roofing	20	Flat Roofing	15
Stairs - Wood	15	Stairs – Metal, Metal Pan Filled	25
Timber Retaining Wall	25	Fence - Wood	15
Playground Equipment	10	Gutter and Downspouts	10

## Appendices continued

Item	Years*	Item	Years*
<b>INTERIOR**</b>			
Kitchen/Vanity cabinets	15	Fire/Smoke/CO detectors	10
Kitchen/Vanity countertop	15	Air Handlers and Heat Pumps	15
Carpet	5	Water Heaters	10
Resilient Flooring	10	Plumbing Fixtures	15
		Elevator Equipment, Hoist and Rails	25
Laundry Equipment	8		
Kitchen Appliances	8	Bath Exhaust Fans	10
Interior Doors	20	Sump Pumps	7
Fiberglass Bath/surrounds	20	Window Coverings	5
Bath Accessories	10		

\* Age at start of renovation

\*\* Due to poor existing conditions, some items may need replacement prior to the ages listed above. Evaluate the property fully and create a property/unit condition survey to identify items or other components that are in poor condition, and add their replacement to the scope of work. Through scope review and the construction inspection process, Virginia Housing may add items to the replacement scope based on evaluation.

### MECHANICAL

1. All units are to have a Heating, Ventilation, and Air Conditioning (HVAC) system. Sizes of HVAC equipment, ducts and diffusers are to be designed per heat gain/loss calculations. All apartments are to have ducted HVAC systems except as noted in #3 below. All ductwork must be concealed behind permanent construction unless otherwise approved by Virginia Housing.
2. When installing a new HVAC system including, but not limited to, traditional split systems, ducted mini-split or self-contained “packaged systems” (similar to Magic-Pak and First Co):
  - a. Replace both air-handlers and condensers at the same time.
  - b. R-410A refrigerant is required in all new HVAC equipment.
  - c. Verify if refrigerant lines are appropriate for new HVAC unit size and type. Lines not being replaced are to comply with all of the requirements of the manufacturer for using existing lines. Submit a letter from the manufacturer that states the use of existing lines will not reduce performance and/or warranty of the heat pumps or other air conditioning systems.
  - d. Condensate and refrigerant lines not located in the mechanical closet are to be concealed within the wall, ceiling, or floor systems.
  - e. Fire-caulk all penetrations in fire partitions and ceilings.
  - f. Seal air duct penetrations in unheated spaces.

## Appendices continued

- g. When adding and/or replacing ductwork, air supply diffusers are to be located near windows in living rooms, dens, and bedrooms. Provide ducted return air grille. Provide a separate ducted return for each floor of townhouse units. Fiberglass ductboard is prohibited.  
EXCEPTION: The mechanical engineer may locate supply diffusers at alternate locations with Virginia Housing's prior approval based on supporting calculations.
  - h. Provide pre-manufactured air filters.
  - i. Replace all diffusers and thermostats.
  - j. Air supply diffusers are to be located in living rooms, dens, bedrooms, kitchens, and full baths.
  - k. Replace condenser pads that are damaged. Pads are to be concrete, solid vinyl, or similar materials. Level all condenser units.
  - l. Heat pumps to include auxiliary heat.
  - m. Main supply trunk line from air handler to branch duct shall be metal. Flex duct may be used only between main trunk line and supply diffuser.
3. Ductless Heat Pumps (mini-splits) may be used in efficiencies, 1 bedrooms or elderly housing development.
- a. All mini-splits are to discharge condensate to grade through a pipe concealed within the exterior wall system.
  - b. Provide separate mini-split wall mounted unit for each bedroom, den or living room.
  - c. Provide separate wired wall mounted thermostat for each mini-split wall mounted unit.
  - d. Provide a heater with a thermostat or timer controlled heat lamp for all full baths.
4. All exhaust ducts are to discharge to the exterior of the building, and terminate into vent caps. Vent caps to be of a quality that will minimize repair and replacement.
5. Clean existing HVAC ducts and plenums. Verify duct sizes and air flows (cubic feet per minute at supply diffusers) are appropriate for HVAC system. Replace all supply and return vent covers and diffusers. Seal all duct penetrations in unheated spaces. All existing ductwork located in crawl spaces, attics, or any unconditioned space, is to be properly insulated. Clean, service, and repair all HVAC units not being replaced.
6. All bathroom fans are to be in good working condition, cleaned, and ducted out to the exterior. Install fans in all bathrooms, including those with windows.
7. Electric baseboard heating and electric forced air heating shall not be used as the primary heating method.

## PLUMBING

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- 1. Identify all water supply material types. Water supply is to have adequate pressure.
  - a. Replace all interior, exterior, and underground PB (Polybutylene) pipes such as "Quest" and "Big Blue" with current code accepted materials.
  - b. Replace all galvanized pipes with CPVC, copper, plastic or other approved materials.

## Appendices continued

2. Video and jet all sewer lines connecting buildings with the public sewer. Identify pipe material types and repair or replace all corroded, damaged, or settled underground sewer lines. Provide report of video findings to Virginia Housing and include repair/replacement costs.
3. Identify all sanitary pipe material types and replace all galvanized lines and traps with PVC.
4. All wet plumbing pipe to be solid wall construction (Cellular core pipe not permitted).
5. All floor drains and indirect waste receptors to receive trap primer or code approved drain trap seal device.
6. When replacing water heaters, installations are to comply with latest adopted edition of the *International Plumbing Code for New Construction*. Refer to Code for pan and drain specifications.
7. Clothes washing machines or connections for clothes washing machines are to have an IntelliFlow A2C- WB automatic washing machine water shutoff valve with leak sensor, or approved equal, or have a pan with a drain connected to the sewer system per applicable plumbing code.
8. When installing new wall-hung sinks, provide concealed arm type carrier.
9. All new tubs/showers and shower diverters are to have internal shut-off-valves or external shut-off- valves with access panels.
10. Bathtubs, showers, and surrounds which will not be replaced, are to be refinished or repaired. Remove mold and stains, clean, and re-caulk all tubs, showers, and surrounds. The bottoms of all new bathtubs and showers are to have slip resistant/textured finish.
11. Bathrooms which include a **new** roll-in shower are to have ceramic or similar tile flooring. Roll-in showers are to be either:
  - a. Ceramic or similar tile floor with water proofing membrane extending a minimum 8” up walls. A minimum of 3’-0” of the bathroom floor is to slope back towards the shower drain at 2%, with a zero height transition between the bathroom floor and the shower floor, **OR**
  - b. Premanufactured with a secondary floor drain located outside of the shower. The bathroom floor shall have a 2% slope towards the secondary floor drain. Provide silicone joint between bathroom and shower floor.
12. Seal around existing accessible and all new plumbing penetrations in floors, walls and ceilings.
13. Vanities within 12” of tub or showers must have plywood sides, backs and bottoms.
14. Where wall-hung lavatories, roll-under sinks or pedestal sinks exist in dwelling units, provide an alternate storage solution complying with code required reach ranges and other accessibility requirements, which may apply to the unit.
15. All new pipe is to be concealed behind permanent construction.

## Appendices continued

### ELECTRICAL

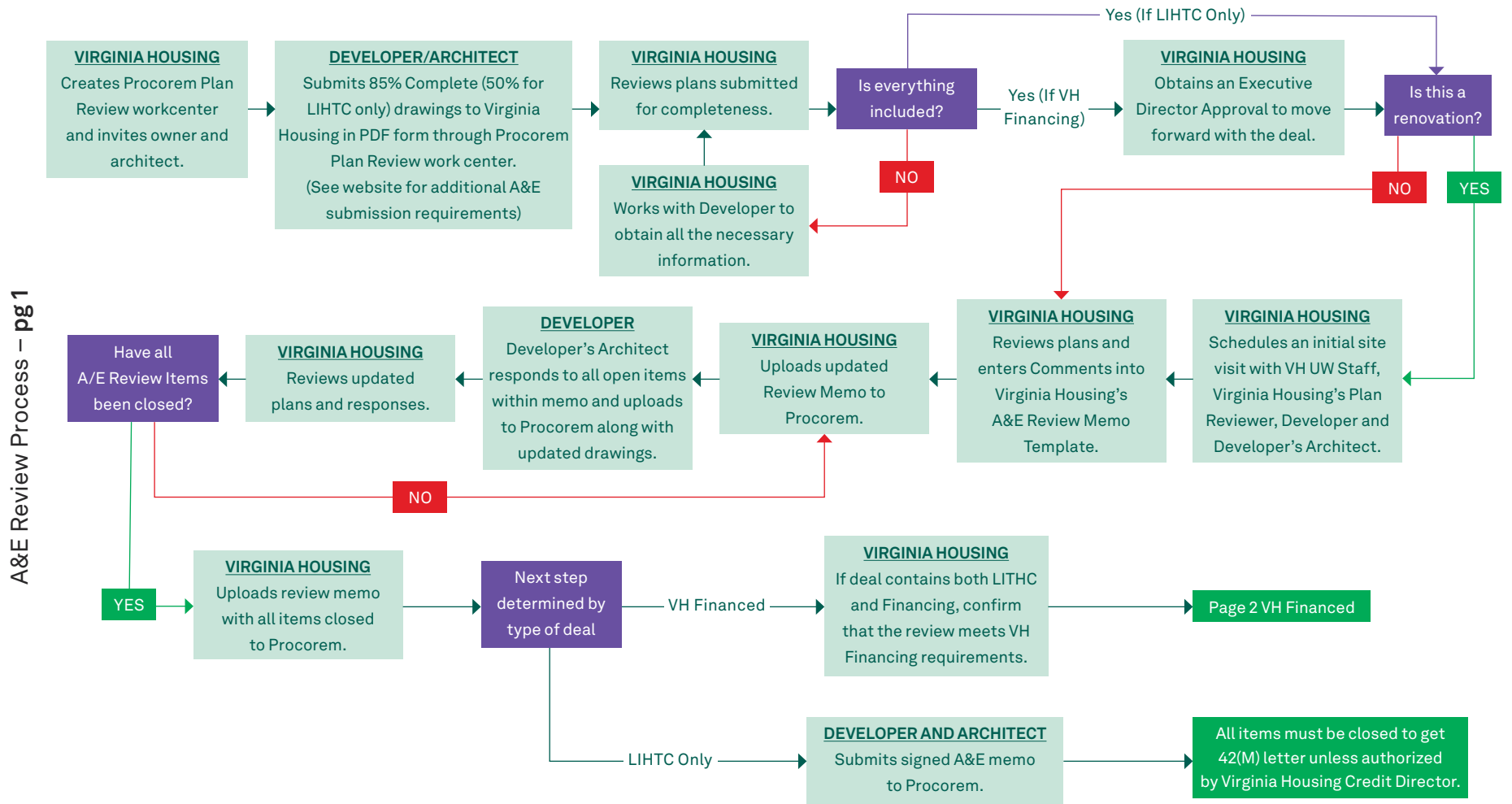
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1. Size electric panels and service per load calculations.
2. Electrical panels with fuses are to be replaced with circuit breakers.
3. Use appropriate connectors for connecting aluminum wiring to electrical outlet and switches.
4. All switches, outlets and cover plates that are painted, damaged or worn, are to be replaced and are to match in color and design.
5. Provide ground fault outlets near vanities in all bathrooms.
6. All wiring for the interior and exterior of the building is to be concealed within the walls, ceiling or floor systems. Cable TV, internet and/or telephone wiring exposed within individual apartment units may be accepted when fastened to the edges of baseboards and/or door casings and not crossing any portion of floors, doorways or openings. Exposed electrical service to the building is to be in conduit and run vertically to the meter without horizontal runs.
7. When replacing kitchen cabinets and counter tops, electrical outlets for countertop, ranges, refrigerators, dishwashers, and other appliances are to comply with the latest applicable requirements of the *National Electric Code for New Construction*.
8. Provide fluorescent light fixtures or LED light fixtures in all public common areas such as offices, multipurpose rooms, laundry rooms, hallways, and stairs.
9. Kitchens are to have a minimum of one light fixture 4 feet long with either LED or two 32 watt fluorescent bulbs, or lighting fixture(s) that provide a minimum illumination of 30 foot candles distributed across all countertops.
10. Provide a minimum of one electric smoke detector with battery backup for garden units and a minimum of one electric smoke detector with battery backup for each floor for townhouses.
11. Exterior fixtures are to be LED, fluorescent, metal halide, high or low pressure sodium, or mercury vapor. Tenant controlled exterior lighting is exempt. Provide exterior lighting to illuminate all parking areas, dumpster pads, building entrances and mailboxes with a minimum of one-foot candle of illumination. Provide illumination so that building numbers and apartment numbers are legible at night.
12. Seal around existing accessible and all new electrical penetrations.



# Appendices continued

## SS. Architectural/Engineering Review Flow Chart: Virginia Housing Architectural and Engineering Review Process – For all deals applying for VH Financing or an allocation of 4% LIHTC. **Bold** indicates Task Owner.



Notes

For LIHTC Deals – Changes to approved set and specs must be submitted through the TC Allocation Change Request process.



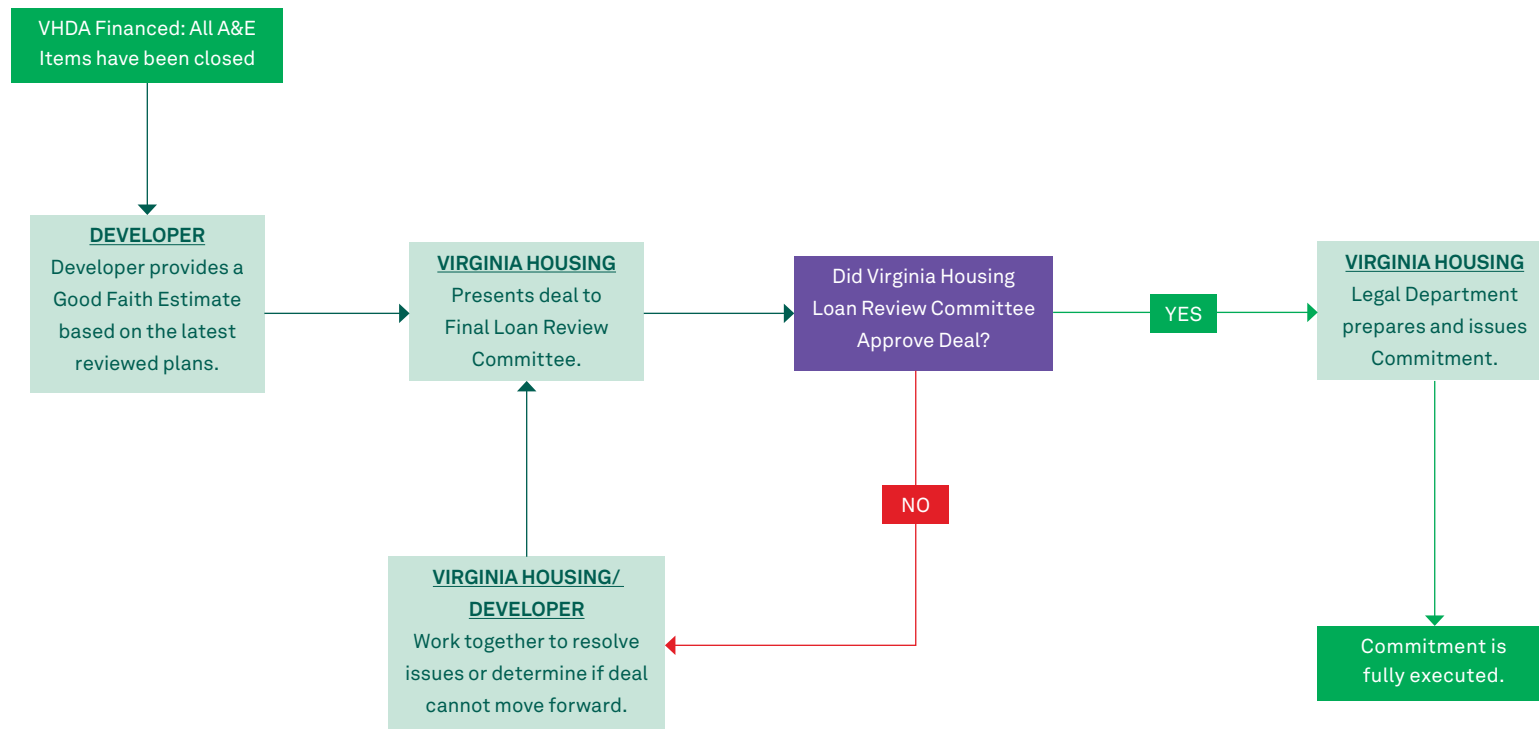
### Deliverables

- Updated A&E Review Template
- Accepted Plans

# Appendices continued

## SS. Architectural/Engineering Review Flow Chart: Virginia Housing Architectural and Engineering Review Process – VH Financing. **Underlined** indicates Task Owner.

A&E Review Process – pg 2



Notes

A&E Review items must be closed before commitment (unless Lending Group Management and Plan Reviewer allow exception).



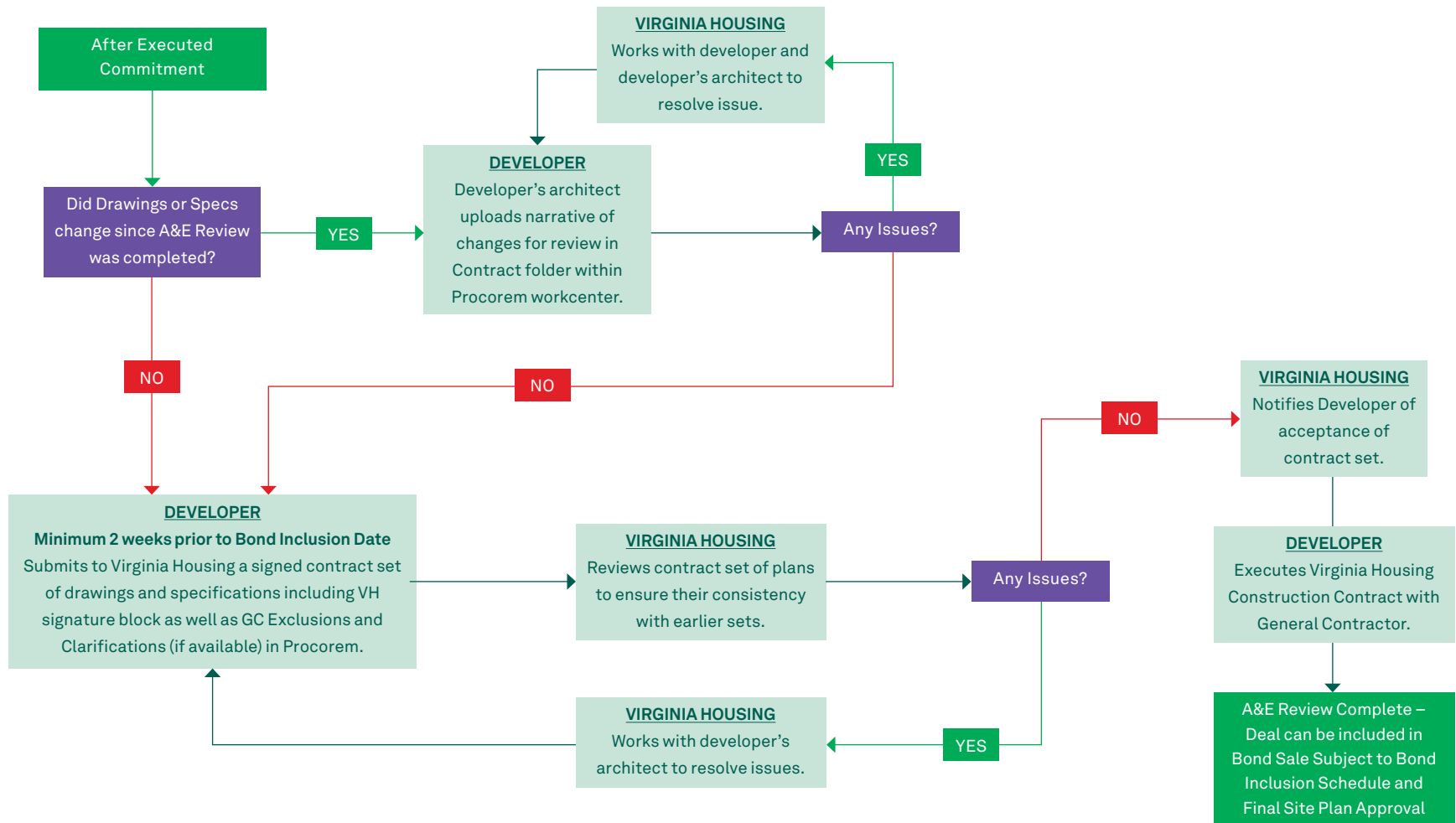
**Deliverables**

- Good Faith Estimate

# Appendices continued

## SS. Architectural/Engineering Review Flow Chart: Virginia Housing Architectural and Engineering Review Process – Commitment to Rate Lock. **Bold** indicates Task Owner.

A&E Review Process – pg 3



Notes



### Deliverables

- Contract Set of Plans and Specs
- Final Review Email
- Narrative of Changes

### TT. Architectural and Engineering Review Process

Virginia Housing utilizes Procorem to host its digital review process. At the time of 4% LIHTC application or loan application, the development team and the architect of record will receive an email invitation to join the Procorem Plan Review work center. If you are new to Procorem, you will click on the link in the invitation and create your Procorem account. Creating an account is quick, easy, and secure. If you already have an account, your deal's work center will be there waiting for you once you log in.

#### Submission – Minimum Requirements

Neither the 4% LIHTC application review, nor the loan underwriting process officially begin until the architectural and engineering (A&E) submissions have been received by Virginia Housing.

- Developments seeking 4% LIHTC **without financing from Virginia Housing** must submit PDF plans and specifications which are at least complete through Design Development (DD) phase (all design disciplines), and include a Phase 1 Environmental Site Assessment. Renovation deals must also submit a 100%-unit condition survey.
- Developments seeking financing from Virginia Housing must submit PDF plans and threepart specifications that are deemed to be at least 85% complete Construction Documents (CDs).

For purposes of this requirement, Virginia Housing deems a submission to be 85% complete CDs when:

1. All design disciplines required to complete the scope of work have been incorporated into the set. This includes, but is not limited to, Civil, Structural, Architectural, Mechanical, Plumbing, and Electrical.
2. All Virginia Housing Minimum Design and Construction Requirements, and all selected Low-Income Housing Tax Credit amenities (if applicable) have been incorporated into the set.
3. Sufficient details and information have been provided to allow the general contractor to obtain “hard bid” pricing from subcontractors but may not yet include “value engineering” (if applicable).
4. All necessary details and information addressing constructability and jurisdiction/building code requirements have been incorporated, however final comments from the *Authority Having Jurisdiction* may not yet be incorporated into the set.

In addition to 85% CDs, the A&E submission for developments seeking Virginia Housing financing must include:

- Narrative Scope of work with itemized cost estimate
- Unit by unit condition survey\*
- Phase 1 Environmental Site Assessment
- Geotechnical report (for new construction and additions)
- Structural report\*
- Roof condition report\*\*
- Termite report\*
- Plumbing reports\*

\*Applies to renovation and adaptive reuse only

\*\*if roof is over 5 years old

Additional submission guidelines for renovation deals forthcoming.

## Appendices continued

### Prior to issuing 42(m) letter, or Loan Commitment

Virginia Housing will review the submission and provide comments. A renovation deal will require a site visit to ensure the scope of work considers the existing condition of the property. A&E review comments will be captured in a template memo that will be shared with the developer and their architect through the Procorem Plan Review work center. The developer's architect and engineers will amend the memo with their responses. An item will remain "open" until a satisfactory response and corresponding revision to the plans or specifications has been received. Resubmissions will be uploaded to Procorem by the architect of record, and must include both a fully responded to memo, and revised plans and specifications.

All revisions must be "clouded and tagged", and the revision ID number and date must be added to the affected sheet's title block. **With each resubmission, provide an updated Title Sheet and Index of Drawings.** Show each sheet's revision dates in the index such that the Index of Drawings establishes a running record of revisions for each sheet. Sheet issuance dates may also be tracked in the index, but a sheet issuance shall not contain revisions unless each revision is identified as described above. **Finally, the review process must be completed (no "open" items) before a 42(m) letter or loan commitment will be issued.**

**Further, developments seeking 4% LIHTC without financing from Virginia Housing must upload to the Procorem Plan Review work center the closed-out A&E memo, signed by the developer and architect of record, acknowledging that all MDCR, tax credit enhancements, and any comments generated from the A&E review will be incorporated into the development's final scope of work.**

### Prior to issuing 42(m) letter, or Loan Commitment

**A Contract Set of plans and specifications is required at least 7 days prior to Bond Inclusion date. If revisions occur after Virginia Housing closes the A&E review, they must be approved by Virginia Housing before the Contract Set submission. Submit a narrative describing and locating the revisions along with only the affected sheets.**

Once all open items from the A&E review have been closed **and new revisions approved**, the developer may upload the Contract Set of plans and specifications which include all revisions and addenda made during the Virginia Housing A&E review process to the Procorem Plan Review work center. Past revision clouds and tags must be removed except for any revisions that were included in the narrative described above. The Contract Set shall include an Index of Drawings identifying all sheets in the set by sheet number and sheet title. **In addition, the index must identify all revision dates for each sheet.** Each sheet's revision dates must be identified on its title block **and match the Index of Drawings.** Add the Virginia Housing Signature Block (found on the Virginia Housing website) to the Contract Set's Title Sheet, the Index Sheet, and the seal section of the specification book. The signature block must be digitally signed (through Adobe or BlueBeam) by an **authorized officer** from the developer, architect of record, and general contractor's company. The developer is responsible for providing a copy of the signed Contract Set of plans and specifications to all parties of the Virginia Housing construction contract.

Each sheet of the Contract Set must include the architect of record's seal and signature, except drawings completed by consulting engineers which must be signed and sealed by the applicable engineer. Digital seals and signatures are acceptable. **The signed Contract Set of plans and specifications must be reviewed and approved by Virginia Housing before the Bond Inclusion date, or the deal will not be included in the bond pricing. Virginia Housing reserves 7 days to review the set. Furthermore, the deal will not be included in the bond pricing if Locality final site plan approval has not been obtained prior to Bond Inclusion date.**

## UU. Architectural/Engineering TC Memo Template

Deal # \_\_\_\_\_ Assigned DO \_\_\_\_\_  
 Deal Name \_\_\_\_\_ Assigned MF Analyst \_\_\_\_\_  
 Developer Name \_\_\_\_\_ Assigned TC Officer \_\_\_\_\_  
 Architect Name \_\_\_\_\_ Assigned Plan Reviewer \_\_\_\_\_  
 Jurisdiction \_\_\_\_\_ Tax Credits? \_\_\_\_\_  
 MDCR Year \_\_\_\_\_ Financing? \_\_\_\_\_  
 Construction Type \_\_\_\_\_ Date of Initial Site Visit \_\_\_\_\_  
 Total Units \_\_\_\_\_

### Submission Packages and date received:

Issuance #	Type	Date Received	Architect/Engineer Responding:
_____	_____	_____	Name _____ Responding architect – add your name
_____	_____	_____	Company _____ Responding architect – add your company name
_____	_____	_____	Name _____ Responding architect – add your name
_____	_____	_____	Company _____ Responding architect – add your company name

The following are Virginia Housing’s Architectural and Engineering comments and responses based on its review of the drawing sets listed above, created by the Architect of record and their consulting engineers. These comments and responses do not constitute an exhaustive list of requirements, and the project must comply with them in addition to all Virginia Housing Minimum Design and Construction Requirements (MDCR) for either *new construction* or *rehabilitation* (as applicable).

### Prior to issuance of the 42M letter:

1. The architect/engineer of record must adequately address all comments in the “white” response sections below and include with all responses updated specifications and complete drawing set noting all revisions, clouded and tagged;
2. Virginia Housing must complete its review and have "closed out all items"; and
3. The Owner and the Architect must execute the form provided at the end of this package, dated no earlier than the date Virginia Housing closes out all items pursuant to 2 above, that all MDCR, selected tax credit enhancements, and comments below will be incorporated into the development’s final scope of work.

This review is provided as part of Virginia Housing’s Architectural and Engineering Review Process applicable to 4% housing tax credits only. Deals seeking financing from Virginia Housing may be subject to additional comments and must comply with additional requirements, including, but not limited to, a signed Contract set and specifications. Instructions for the A&E Review process and A&E review process workflow can be found at the [Architecture and Engineering Review Process](#) on the Virginia Housing website.

All Architectural and Engineering reviews performed by Virginia Housing are conducted for internal purposes only and may not be relied upon by any other party. Although Virginia Housing takes best efforts to ensure that each review is thorough and complete, the Owner and its agents are responsible for complying with all Virginia Housing requirements, and no failure by Virginia Housing to identify a violation of its requirements depicted within a submission package shall constitute a waiver of said requirement. The Owner and its agents are further responsible for complying with all applicable laws, codes, ordinances, regulations, rules, and programmatic requirements imposed by entities (whether private or governmental) other than Virginia Housing, and any comments made by Virginia Housing related to the said issues are made solely for the purpose of ensuring that developments participating in its programs meet expectations. Accordingly, all parties must obtain and rely upon the advice of licensed professionals/counsel, and Virginia Housing disclaims any and all liability that may arise from reliance upon its review, MDCR, or other requirements of Virginia Housing.

General				
Issuance # Item #	Initials	Comment	Date	Status
1.1				Open

Project Manual/Specification Book				
Issuance # Item #	Initials	Comment	Date	Status
1.1				Open

Civil				
Issuance # Item #	Initials	Comment	Date	Status
1.1				Open

Architectural				
Issuance # Item #	Initials	Comment	Date	Status
1.1				Open

Structural				
Issuance # Item #	Initials	Comment	Date	Status
1.1				Open

Mechanical				
Issuance # Item #	Initials	Comment	Date	Status
1.1				Open

Plumbing				
Issuance # Item #	Initials	Comment	Date	Status
1.1				Open

Electrical				
Issuance # Item #	Initials	Comment	Date	Status
1.1				Open

**VIRGINIA HOUSING ARCHITECTURE AND ENGINEERING REVIEW**  
**CERTIFICATION AND ACKNOWLEDGMENT**

To the best of their knowledge, the undersigned parties hereby certify the following with respect to this Virginia Housing Architecture and Engineering review submission packet:

1. that the information provided to Virginia Housing within this submission package is both true accurate;
2. that all comments made by Virginia Housing as part of its review above will be incorporated into the final submission package above and into the plans and specifications;
3. the Owner and the Architect have read and understand Virginia Housing’s MDCR, comments within the submission packet above, and applicable requirements for construction or rehabilitation (as applicable), and acknowledge the need to obtain a written waiver request from Virginia Housing prior to making any changes to the plans and specifications that would result in the project failing to meet said requirements above;
4. if the Owner fails to construct/rehabilitate the project in compliance with Virginia Housing’s MDCR, applicable requirements, and as represented above, Virginia Housing reserves the right to withhold or deny issuance of the 8609, debar the Owner and its principals from future participation in Virginia Housing’s credit programs, or otherwise penalize the Owner to the full extent permitted by Virginia's Qualified Allocation Plan;
5. the Owner and the Architect have read and hereby acknowledge the disclaimer on the first page of this submission packet and have not relied upon comments from Virginia Housing to ensure compliance with any laws, codes, ordinances, regulations, rules, or programmatic requirements imposed by entities (whether private or governmental) other than Virginia Housing; and
6. Virginia Housing is relying upon this certification and the submission package above for the purpose of allocating federal low-income housing tax credits pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, and all representations made herein are accordingly made under the penalty of perjury.

**Certified and acknowledged by:**

**OWNER:**

**Architect:**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_