

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

In re: POAH CM REDEVELOPMENT, LLC, FHFC File Nos: 2025-222BSA/2024-527C

Petitioner.

FHFC Case No>: 2026-026VW

RECEIVED

APR 08 2026 1:17 PM

**PETITION FOR WAIVER OF RULE 67-48.0072(12) & RULE 67-21.026(10) TO
ALLOW REMOVAL OF SOLAR PANEL INSTALLATION FROM THE
GUARANTEED MAXIMUM PRICE CONTRACT WITH THE GENERAL
CONTRACTOR**

FLORIDA HOUSING
FINANCE CORPORATION

Petitioner, POAH CM REDEVELOPMENT, LLC (“Petitioner”), an Florida limited liability company, hereby submits this Petition to the Florida Housing Finance Corporation (“FHFC” or “Florida Housing”) for a waiver of FHFC Rule 67-48.0072(12) & Rule 67-21.026(10), effective August 27, 2024, Fla. Admin. Code in order to allow Petitioner to enter into a separate contract with a Florida licensed contractor for solar panel installation, outside of the Guaranteed Maximum Price contract with the General Contractor.

A. NATURE OF REQUEST

1. Pursuant to Section 120.542, Fla. Stat. (2025), and Rules 28-104.001 through 28-104.006, Fla. Admin. Code, Petitioner requests a waiver of provisions of Rule 67-48.0072(12) & Rule 67-21.026(10), Fla. Admin. Code. Rule 67-48.0072(12) & Rule 67-21.026(10) requires an applicant receiving SAIL financing and Noncompetitive Housing Credits to enter into a single Guaranteed Maximum Price (“GMP”) contract with a General Contractor (“GC”). Petitioner’s development will include solar panels to generate electricity for on-site use, thus reducing the development’s demand for electricity metered from the grid. The solar panel installation will be performed by a separate Florida licensed contractor at the end of construction, possibly after the buildings have received certificates of occupancy and are leased up. Including the solar panels and installation in the single GMP contract with the GC would delay the GC’s close out of the project

and the issuance of certificates of occupancy; a separate contract with the solar contractor would allow the development to open sooner, with the panel installation and onsite power generation occurring at a later date.

B. THE PETITIONER

2. Petitioner's development is a proposed 132-unit development in unincorporated Maimi-Dade County. At application, the development was contemplated to be called CM Redevelopment II, but has been renamed to Harvest Point Phase I, with Corporation approval.

3. Petitioner was the recipient of \$5,750,000 in SAIL financing, plus a \$1,000,000 SAIL ELI loan; \$31.0 million in Florida Housing Multifamily Mortgage Revenue Bonds; \$1,618,503 in annual non-competitive Housing Credits from FHFC; and \$1,544,500 in HOME ARP Loan Funding for a new construction development in Miami-Dade County. The development will also receive construction and permanent loan financing from Miami-Dade County. The development is also designated a HUD Choice Neighborhood Implementation (CNI) development. For purposes of this petition, Petitioner's address is that of its undersigned attorney, M. Christopher Bryant, Oertel, Fernandez, Bryant & Atkinson, P.A., 2060 Delta Way, Tallahassee, Florida 32303 (telephone (850) 521-0700, fax (850) 521-0720, E-mail: cbryant@ohfc.com).

4. The Applicant Entity is POAH CM Redevelopment, LLC, a Florida limited liability company. Its manager and non-investor member is POAH CM Redevelopment Manager, LLC, a Florida limited liability company, which is an Affiliate of Preservation of Affordable Housing, Inc. ("POAH, INC"), an Illinois not-for profit corporation authorized to do business in Florida.

5. The Developer is Preservation of Affordable Housing, LLC, ("POAH LLC"), a Massachusetts LLC, authorized to do business in Florida. POAH LLC's Manager and Sole Member is POAH Inc.

6. Petitioner received its award of SAIL, MMRB, HOME-ARP and Noncompetitive Housing Credits in RFA 2024-205, SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits. It was invited into credit underwriting on November 18, 2024.

7. Petitioner applied for funding for 132 units under the Average Income Test. The initial unit mix consisted of 20 units at 30% AMI (including the 22% AMI units required for HOME ARP funding); 46 units at 50% AMI; 8 units at 60% AMI; 32 units at 80% AMI; and 26 unrestricted market rate units required by the HUD CNI designation. HUD has since dropped the requirement for unrestricted market rate units, so will now provide all affordable units, while still complying with the Average Income Test. Sixty-six of the units in this development will replace existing units already subject to an existing Land Use Restriction Agreement covering the site.

D. RULE PROVISIONS

8. The SAIL and Housing Credit Application process is governed in part by portions of Rule Chapter 67-48, Fla. Admin. Code. Of relevance to this request is Rule 67-48.0072(12), Fla. Admin. Code, which reads as follows:

(12) For Competitive HC, SAIL, and HOME, the Corporation's assigned Credit Underwriter shall require a guaranteed maximum price construction contract, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall order, at the Applicant's sole expense, and review a pre-construction analysis for all new construction units and a CNA for rehabilitation units and review the Development's costs.

9. The Multifamily Mortgage Revenue Bonds and Noncompetitive Housing Credits process are governed in part by portions of Rule Chapter 67-21, Fla. Admin. Code. Of relevance to this request is Rule 67-21.026(10), Fla. Admin. Code, which reads as follows:

(10) The Corporation's assigned Credit Underwriter shall require a guaranteed maximum price construction contract, acceptable to the Corporation, which may include change orders for changes in cost or changes in the scope of work, or both, if all parties agree, and shall

order, at the Applicant's sole expense, and review a pre-construction analysis for all new construction units or a CNA for rehabilitation units and review the Development's costs.

Generally, this rule requires a single Guaranteed Maximum Price contract to cover all construction costs..

10. Petitioner seeks a rule waiver in order to enter into a separate contract for the installation of solar panels by a Florida licensed contractor to connect to the development's electrical system, at a cost of slightly over \$1.0 million. The anticipated GMP contract price with the GC without the solar power component is expected to be approximately \$43.5 million.

E. JUSTIFICATION FOR REQUESTED WAIVER

11. The solar panels cannot be installed and connected until the electrical infrastructure is completed by the GC and the building has received at least its temporary Certificate of Occupancy. Allowing a separate contract for the solar panel installation and connection will allow the GC to complete its work and closeout the project, and avoid possible delays in the GC issuing its certificates of substantial completion and lien releases; obtaining Certificates of Occupancy; and beginning to lease up. The solar panels can then be added by the licensed contractor responsible for the panel installation and connection even as the development is being leased up. The connection process itself can be delayed for reasons outside the control of the Petitioner or its solar power contractor, as it is subject to the electric utility provider's interconnection approval process. The solar panel operation will add to the efficiency and cost-effectiveness of the development.

F. RELIEF REQUESTED

12. Petitioner seeks a waiver of Rule 67-48.0072(12) & Rule 67-21.026(10) to allow a separate contract with a Florida Licensed Certified Building Contractor/ Certified Solar Contractor for work outside the scope of the GMP contract, and specifically limited to the solar panel

installation and connection, after temporary certificates of occupancy are issued.

13. The requested Rule waiver will not adversely impact the development or the interests of Florida Housing, future residents, or the public; and will serve the statutory purposes of the Florida Housing process. A denial of this Petition, however, would result in avoidable delays in project completion and lease-up.

G. STATUTORY PURPOSE SERVED

14. Sections 420.5099 and 420.509(1), Fla. Stat., and assigns Florida Housing the responsibility to allocate and distribute SAIL funding, Multifamily Mortgage Revenue Bonds, and low-income housing tax credits. The statute also instructs Florida Housing to adopt procedures to ensure the maximum use of housing credits to encourage the development of low-income housing.

15. Granting the requested waiver and approving entry into a separate contract would expedite the completion of construction, and would promote these purposes. It would allow the units to be placed in service sooner than having to wait for the GC to complete all phases of its work, certify substantial completion, and closeout, before Certificates of Occupancy can be obtained.

H. SUBSTANTIAL ECONOMIC HARDSHIP

16. As explained above, Petitioner would suffer substantial economic hardship if it could not separately contract, outside of the GMP contract with its General Contractor, as it would delay the initial completion of construction and lease up. Delays in the GC completion, certification, and closeout would delay CO issuance and conversion to permanent financing, while a separate contract for the solar panel installation and connection would allow tenants to begin occupying the development even before such installation occurs.

17. The waiver being sought is temporary in nature, in that once the separate contract

for solar panel installation is entered into and performed to completion, the development will operate the same as if the GC had performed the installation. Upon authorization for separate contract, Petitioner would proceed to complete credit underwriting, close its financing, and commence of construction of the development.

18. If Florida Housing has questions or requires additional information, Petitioner is available to provide any information necessary for consideration of this Petition.

WHEREFORE, Petitioner POAH CM Redevelopment, LLC, respectfully requests that the Florida Housing Finance Corporation provide the following relief:

- A. Grant the Petition for Waiver and all the relief requested herein;
- B. Enter an order granting a waiver of Rule 67-48.0072(12) & Rule 67-21.026(10) to allow a separate solar panel installation contract with a Florida licensed contractor outside of the Guaranteed Maximum Price contract with the General Contractor.

RESPECTFULLY SUBMITTED this 8th day of April 2026.

/s/ M. Christopher Bryant
M. Christopher Bryant
Fla. Bar Number 434450
OERTEL, FERNANDEZ,
BRYANT & ATKINSON, P.A.
P.O. Box 1110
Tallahassee, Florida 32302
Telephone: (850) 521-0700
Facsimile: (850) 521-0720
cbryant@ohfc.com
Secondary: bpetty@ohfc.com

Counsel for POAH CM Redevelopment LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Petition for Waiver is being filed by electronic filing with the Corporation Clerk for the Florida Housing Finance Corporation, 227 North Bronough Street, Fifth Floor, Tallahassee, Florida 32301, CorporationClerk@floridahousing.org, and the Joint Administrative Procedures Committee, 680 Pepper Building, 111 W. Madison Street, Tallahassee, Florida 32399-1400, Joint.admin.procedures@leg.state.fl.us, and by electronic transmission to Ethan Katz, Assistant General Counsel, Florida Housing Finance Corporation, 227 North Bronough Street, Fifth Floor, Tallahassee, Florida 32301, Ethan.Katz@floridahousing.org, this 8th day of April

/s/ M. Christopher Bryant
Attorney