

Supporting Statement for Paperwork Reduction Act Submissions

HUD Multifamily Rental Project Closing Documents

OMB Control No.: 2502-0598

A. Justification

1. Explain the circumstances that make the collection of information necessary. Identify any legal or administrative requirements that necessitate the collection. Attach a copy of the appropriate section of each statute and regulation mandating or authorizing the collection of information.

The National Housing Act (12 U.S.C. 1701 et seq.) authorizes HUD to require a Lease Addendum for a mortgaged property that is subject to a ground lease.

Under Title II of the National Housing Act, HUD is authorized to insure mortgage loans upon certain multifamily rental housing projects and health care facilities (nursing homes, extended care facilities, board and care homes and hospitals). HUD is also authorized and directed to make such *rules and regulations* as may be necessary to carry out the provisions of Title II. (See 12 USC 1715b). Generally, the mortgages are defined as those "commonly given" in the various States; therefore, State and local law govern virtually the entire mortgage insurance transaction from the formation of the mortgagor entity to the making and securitization of the loan to the construction of the project in accord with local law. Consequently, prior to endorsement of a mortgage note for insurance in connection with a multifamily rental facility, it is imperative that HUD knows the precise legal status of the mortgagor entity and of the realty and personality that will comprise the security property.

HUD's regulations at 24 CFR 200.45 provide the regulatory authority for the collection of all exhibits and documents in support of an application for mortgage insurance. "Upon approval of an application for insurance, a commitment shall be issued by the Commissioner setting forth the terms and conditions upon which the mortgage will be insured."

HUD's regulation at 24 CFR 200.46 provides as follows: "Upon approval of an application for insurance, a commitment shall be issued by the Commissioner setting forth the terms and conditions upon which the mortgage will be insured. The commitment term and any extension or reopening of an expired commitment shall be in accordance with standards established by the Commissioner."

HUD's regulation at 24 CFR 200.50 provides as follows: "The mortgagor and mortgagee must execute a building loan agreement approved by the Commissioner that sets forth the terms and conditions under which progress payments may be advanced during construction, before initial endorsement of the mortgage for insurance."

HUD's regulation at 24 CFR 200.51 provide that the mortgagee shall certify to the Commissioner that it will conform with terms and conditions established by the Commissioner for the mortgagee's control of project funds, and other incidental requirements established by HUD.

HUD's regulation at 24 CFR 200.52 provides as follows: "The form of contract between the mortgagor and builder shall be as prescribed by the Commissioner in accordance with terms and conditions established by the Commissioner."

HUD's regulation at 24 CFR 200.54 provides, in relevant part, as follows: "Except as provided in paragraph (d) of this section, the mortgagor shall deposit with the mortgagee cash deemed by the Commissioner to be sufficient, when added to the proceeds of the insured mortgage, to assure completion of the project and to pay the initial service charge, carrying charges, and legal and organizational expenses incident to the construction of the project." This requirement may be delegated to the Contractor when the Borrower is not serving as the Contractor.

HUD's regulation at 24 CFR 200.61 provides, in relevant part, as follows: "Title evidence for the Commissioner's examination shall include a lender's title insurance policy, which title policy provides survey coverage based on a survey acceptable to the title company and the Commissioner; or as the Commissioner may otherwise require, in accordance with terms, conditions and standards established by the Commissioner."

HUD’s regulation at 24 CFR 200.100 provides as follows in paragraph (b): “**Final endorsement.** When all advances of mortgage proceeds have been made and all the terms and conditions of the commitment have been met to the Commissioner's satisfaction the Commissioner shall indicate on the original credit instrument the total of all advances approved for insurance and again endorse such instrument.”

HUD’s regulation at 24 CFR 200.105 provides as follows: “As long as the Commissioner is the insurer or holder of the mortgage, the Commissioner shall regulate the mortgagor by means of a regulatory agreement providing terms, conditions and standards established by the Commissioner, or by such other means as the Commissioner may prescribe.”

2. Indicate how, by whom and for what purpose the information is to be used. Except for a new collection, indicate the actual use the agency has made of the information received from the current collection.

This is a collection of Multifamily Housing FHA-insured Closing Documents. HUD is adding eleven forms that will increase this collection to 47 HUD Forms. In this collection 14 of the existing documents have some type of content change or deletion to conform to current guidance or based upon comments received during the Paperwork Reduction Act 2018 comment period. The frequency of FHA-insured loan application submissions will vary in proportion to the number of multifamily housing rental closings in which a lender is involved. The frequency is documented in item number 12. Generally, because of the high dollar amount of a loan application and the complexity of a deal (state and local laws factor into such closings), a lender will only engage in one such loan closing during a one-year period. These forms may not all be used in all loan closings. This is further detailed in item number 12.

MF Housing is adding to the collection eleven (11) forms in the spirit of eliminating “sample” forms, included in the 2020 MAP Guide, for PRA compliance. Once published, preparers should use the OMB-approved form and discontinue use of the Closing Chapter’s sample documents. The sample forms are not new. They were previously used in the Federal Housing Administration Multifamily Program Closing Guide, 4300.G. HUD will assign form numbers after the approval of this collection.

Each Form contains its own burden hours. Each Form that contained a Warning Statement received the following updated language: *Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.*

Information Collection	Title/Purpose
HUD-91070M	<p>Through the Consolidated Certification, the Borrower assures and certifies to certain obligations that have been fulfilled. Through the Consolidated Certification the Borrower certifies the following authorities Byrd Amendment, Fair Housing and Civil Rights Act of 1964, Low Income Housing Tax Credit Participation, Equal Employment Opportunity, Credit Authorization, and Identities of Interest. The undersigned Borrower certifies that it is familiar with the provisions of the National Housing Act and the regulations and Borrower has complied with the requirements thereof. The information collection requirements contained in Consolidated Certification assist in overseeing the parties’ compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p> <p><u>Content Revision</u></p> <p>The Green MIP standards in Part IX of the Form were revised at the request of Housing for consistency with Chapter 6, Energy and Water Conservation, of the 2020 MAP Guide.</p>

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HUD-91071M	<p>The undersigned Borrower certifies that it is familiar with the provisions of the Escrow Agreement for Off-Site Facilities, the Borrower deposits with the Lender a specified amount of funds to guarantee payment for facilities lying outside of the property lines of the land on which the project is built. The Escrow guarantees against defects in the construction due to faulty materials or workmanship, defective materials or damage to the project resulting from such defects within one year after completion of the Off-Site construction. The Escrow Agreement provides directions on how the funds are to be deposited and disbursed. This information is needed to ensure protection of the FHA insurance fund.</p>
HUD-91073M	<p>The HUD Survey Instructions and Surveyor’s Report directs how the survey is to be conducted and the information that is to be reported. The instructions cover site grading plan preparation, plot planning design, condo/air-rights, possible flood hazards, and blanket easements. Per the Instructions, a current Surveyor’s Report must be included with the survey map(s)/plat(s) submitted to HUD. The Surveyor Report requires the Surveyor to address such items as rights of way, any water running through the premises, electricity or electromagnetic communications, disputed boundaries or encroachments, earth moving work, building or possession lines, recent street or sidewalk construction, flood hazards, and use of the property as a solid waste dump or sanitary landfill. The information collection contained in the HUD Survey Instructions and Report assists HUD in determining if the property will have marketable title, which is especially important if the Borrower defaults and the property becomes held-by-HUD.</p> <p><u>Content Change or Deletion</u></p> <p>Accepted certain clarifications throughout as suggested by public commenter from 2018.</p> <p>Added new item 6 <i>Common Elements</i>, to the instructions for consistency with <i>Closing Chapter 19 Section 19.4.7.6</i>: “Common Elements: All common elements, including common elements on adjacent parcels, must be depicted and labeled on the survey, except as otherwise approved in writing by HUD.”</p> <p>Changed timing from of survey fieldwork from 120 days of closing to “180 days for initial and initial/final closings:” consistent with Chapter 19; added as an instruction to the surveyor certification. Added instruction that the date of the Plat or Map should be the date of the last revision.</p> <p>Deleted the “<i>Owner’s Representative Contact</i>” information line based on 2018 public comment.</p> <p>Added the following instruction to the Surveyor's Report to reduce unnecessary subsequent revisions: “<i>Please note that “as shown on survey” or a similar response is not acceptable.</i>” Based on 2018 public comment.</p> <p>Added clarification to item 5 of the Surveyor’s Report that disputed boundaries and encroachments applies to boundary lines, setbacks, and</p>

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	<p>easements (and not just with property lines); based on 2018 public comment to improve consistency among HUD offices.</p> <p><i>Expanded flood hazard item 9 on Surveyor’s Report to read as follows: “Flood Zone Classification(s) list with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent:”; based on 2018 public comment to improve consistency among HUD offices.</i></p>
HUD-91710M	<p>Residual Receipts Note (Nonprofit Borrower) - The Residual Receipts Note establishes the Principal and Interest of Residual Receipts derived for the property insured by HUD that is due by the Nonprofit Borrower and when such amount is due and payable, and the manner and schedule of payments. The Residual Receipts Note requires the Nonprofit Borrower to seek prior approval from HUD for certain actions, for example, the sale, transfer, assign, or pledge the note. The information collection requirements contained in Residual Receipts Note are to oversee the parties’ compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p>
HUD-91712M	<p>Residual Receipts Note (Limited Dividend Borrower) - The Residual Receipts Note establishes the Principal and Interest of Residual Receipts derived for the property insured by HUD that is due by the Limited Dividend Borrower and when such amount is due and payable, and the manner and schedule of payments. The Residual Receipts Note requires the Limited Dividend Borrower to seek prior approval from HUD for certain actions, for example, the sale, transfer, assign, or pledge the note. The information collection requirements contained in the Residual Receipts Note are to oversee the parties’ compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p>
HUD-91725M	<p>Guide to Opinion of Borrowers - The Opinion is designed to provide HUD and the mortgagee with assurance that the mortgagor or owner entity has been validly formed, lawfully exists and that the security property and the construction thereupon comply with appropriate local laws such as building codes, zoning, etc. Further, the loan documents must comport with local law and practice and only an attorney licensed in the jurisdiction can complete such documents and provide HUD with the requisite assurance. It would be an enormous burden for HUD and the mortgagee, which often is a national entity, to perform such a legal analysis of the mortgagor or owner entity, the documents, and the transaction. A form is designed to provide HUD the opinion.</p> <p><u>Content Change or Revision</u></p> <p>Agreed with 2018 public comment to remove listing of all Firm Commitment amendments in the recitals.</p> <p>Revised Section III Opinion 4 in partial agreement with 2018 public comment requesting greater clarity. Deleted “controlling” and changed “hierarchy” to “structure.” Disagreed with adding “pursuant to the Organizational Documents” as that term means the Borrower’s organizational documents, which is limiting and would defeat the purpose</p>

Information Collection	Title/Purpose
	<p>of the changes to opinion 4 to ensure that <u>all</u> authorizations (not just those in the Borrower’s organizational documents) are necessary to give the opinion in an unqualified manner have been provided.</p> <p>Agreed in part with a 2018 public comment regarding the need to streamline the conflicts Section III Opinions 10-13. Removed separate category of Supporting Documents. Going forward, the conflicts opinions (10-13) will be limited to Primary Loan Documents only. However, certain documents formerly included in Supporting Documents (assurance of completion on and off-site, latent defects assurance, on-site deposit escrow, and the prevailing wage certificate) were added to the definition of Primary Loan Documents, in order for HUD to be able to get an opinion that these documents (as part of Primary Loan Documents) would control in the event of a conflict with the documents listed in items I.X through BB relating to secondary financing, bonds, and LIHTC.</p> <p>In light of language in the HUD Rider to Restrictive Covenants concerning conflicts between HUD requirements and LIHTC LURA requirements that says the parties agree to work in good faith to resolve conflicts, HUD proposes to add the following qualification to Section III Opinion 11 concerning tax credit financing. To the extent that any of the provisions of the LIHTC LURA are inconsistent with any of the provisions of the Loan Documents or Supporting Documents, HUD shall be and remains entitled to enforce the HUD Requirements (as defined in the HUD Rider to the LIHTC LURA); but, as provided by the HUD Rider to the LIHTC LURA, in the event an apparent conflict between the HUD Requirements and the Restrictive Covenant (as defined in the HUD Rider to the LIHTC LURA) “...arises, the parties and HUD will work in good faith to determine which federally imposed requirement is controlling.” HUD clarified that “Public Entity Agreements” (Section I. Item Y) include all agreements between the Borrower/project and any public entity (not just State/local entities), except that HUD agreements are excluded from this definition.</p>
HUD-91725M-CERT	<p>The Opinion of Borrower’s Counsel is designed to provide HUD and the mortgagee with assurance that the mortgagor or owner entity has been validly formed, lawfully exists and that the security property and the construction thereupon comply with appropriate local laws such as building codes, zoning, etc. Further, the loan documents must comport with local law and practice and only an attorney licensed in the jurisdiction can complete such documents and provide HUD with the requisite assurance. It would be an enormous burden for HUD and the mortgagee, which often is a national entity, to perform such a legal analysis of the mortgagor or owner entity, the documents, and the transaction. A form is designed to provide HUD the opinion.</p>
HUD-91725M-INST	<p>Instructions to Guide for Opinion of Borrower’s Counsel - The opinion is designed to provide HUD and the mortgagee with assurance that the mortgagor or owner entity has been validly formed, lawfully exists and that the security property and the construction thereupon comply with appropriate local laws such as building codes, zoning, etc. Further, the loan documents must comport with local law and practice and only an attorney licensed in the jurisdiction can complete such documents</p>

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	<p>and provide HUD with the requisite assurance. It would be an enormous burden for HUD and the mortgagee, which often is a national entity, to perform such a legal analysis of the mortgagor or owner entity, the documents, and the transaction. A form is designed to provide HUD the opinion.</p> <p>The accompanying instructions to the Guide assist Borrower’s counsel (91725M-INST) ensures the legal opinion addresses all required issues. Additionally, the instructions identify the parties to whom the Borrower’s counsel must provide the legal opinion and directs which documents must be attached to the opinion.</p> <p><u>Content Addition or Revision</u></p> <p>Added supplemental opinions required in Chapter 19 Section 19.4.8 as an additional example of situations when the Opinion can be modified as approved by field counsel.</p> <p>Revised instruction relative to Section I. Item Y. that the definition of Public Entity Agreement does not include agreements with HUD (such as Section 8 HAP contracts and Section 202 Use Agreements). Added tax abatement and tax deferral agreements to be listed in this.</p> <p>Made a change in response to a 2018 public comment that Section I, paragraph DD Zoning Certificate is not required when there is a zoning endorsement to the title policy.</p> <p>Revised Section I.HH and Section I.II concerning survey timing for consistency with Chapter 19 so that <i>“the field work or last inspection date must be no earlier than 180 days prior to closing for initial and initial/final closings, and 120 days for final closings.”</i></p> <p>Revised the instructions relative to Section I.JJ. Assurance of Utility Services to require utility letters and a title endorsement (where available) for refinance projects with Level 2 or 3 repairs when additional or changes to utilities are needed to support the repairs required by the HUD Firm Commitment, in addition to new construction/substantial rehabilitation.</p> <p>Revised Section I.KK concerning the docket search, may not be performed with 60 days of closing; previously had been 30 days.</p>
HUD-92023M	<p>The Request for Final Endorsement of Credit Instrument meets the requirements of 24 CFR 200.100(b) and the form, HUD-92023M requires the parties (Lender, Borrower, and Contractor) to provide the information solicited by this form which will reflect compliance with the terms and conditions of final endorsement. The information collection requirements contained in the Request for Final Endorsement of Credit Instrument are to oversee the parties’ compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p>
HUD-92070M	<p>The Lease Addendum ensures that the mortgage property that is subject</p>

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	to a ground lease does not conflict with statutory or regulatory requirements to which the mortgaged property insured by HUD is subject. The Lease Addendum establishes certain notification requirements which landlord must adhere (e.g., notice of default, including an itemization of the amounts of default; notice of termination of the ground lease, execution of a new ground lease, etc.) The information collection requirements contained in Lease Addendum are to oversee the parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.
HUD-92223M	The Surplus Cash Note establishes the Principal and Interest of Surplus Cash derived for the property insured by HUD. The Surplus Cash Note requires the Maker of the Note to seek prior approval from HUD for certain actions, for example, the sale, transfer, assign, or pledge the note. The information collection requirements contained in Surplus Cash Note are to oversee the parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.
HUD-92408M	The HUD Amendment to AIA Document B108 contain terms and conditions that are unique to Federally Funded or Federally Insured Projects, reflects current industry practice, and provides greater transparency about services provided by licensed professionals while still protecting HUD's interest. While the Agreement is structured so that either the owner or the architect may provide construction cost estimates to the government, for FHA purposes, only the owner can provide cost estimates to FHA. This information is needed to ensure protection of the FHA insurance fund.
HUD-92412M	Through the Escrow Agreement for Working Capital , the Borrower deposits with the Lender a specified amount of funds to guarantee payment of post-construction costs, such as equipping and renting the rental project, taxes, ground rents, property insurance premiums and assessments. The Escrow Agreement provides directions on how the funds are to be deposited and disbursed. This information is needed to ensure protection of the FHA insurance fund.
HUD-92414M	Through the Escrow Agreement for Latent Defects , the Borrower deposits with the Lender a specified amount of funds to guarantee against defects in the construction due to faulty materials or workmanship, defective materials or damage to the project resulting from such defects within one year after completion of the project. The Escrow Agreement specifies the terms and conditions upon which escrowed funds may be drawn and disbursed. The information collection requirements contained in the Escrow Agreement for Latent Defects assists in overseeing parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.
HUD-92434M	The Lender's Certificate establishes the conditions, which the Lender agrees to abide by in consideration of HUD's commitment to insure the mortgage, and by which the Lender certifies that the conditions have been fulfilled to date, including any work done prior to endorsement of the Note that has been approved by HUD in writing, and all HUD imposed conditions that have been met with respect to such work. The information collection requirements contained in the Lender's Certificate are to

Information Collection	Title/Purpose
	<p>oversee the parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p> <p>In response to a 2018 public comment, revised Section C.4 to clarify the Firm Commitment is not attached as an exhibit to the Lender's Certificate.</p> <p>Agreed with 2018 public comment to add the separate stand-alone Lender's Assurance of Permanent Financing to the Lender's Certificate to reduce the number of forms collected at closing. This information has been added in new paragraphs at Sections A.6 and D.8. This will require a change to the Firm Commitment as the language of the assurance of permanent financing requires an independent letter, which would no longer be provided. This will also eliminate an item on the check list.</p> <p>In response to 2018 public comment, revised language in section E.14 regarding required evidence of flood insurance at closing, which typically takes the form of an insurance certificate instead of a payment receipt.</p>
HUD-92441M	<p>The Building Loan Agreement identifies the property on which the project is to be constructed and the Borrower's agreement to construct the project in accordance with the terms and conditions of the agreement and to provide the Lender with such information concerning progress of construction and compliance with the terms and conditions of the agreement, as provided in the agreement. The information collection requirements contained in Building Loan Agreement are to oversee the parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p>
HUD-92442M	<p>The Construction Contract sets forth the terms and conditions between the Owner of the property for which HUD has insured the mortgage and the Contractor regarding the construction to be done on the property and sets forth such disclosures to be made by the Owner and Contractor to HUD so that HUD is assured of the parties' compliance with the terms and conditions of the Construction Contract. The information collection requirements contained in the Construction Contract are to oversee the parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p> <p>In Article 1.C., changed "Contract" to "Contract Documents" to ensure that none of the listed construction contract documents can be revised without lender and HUD approval, not just the HUD-92442M, consistent with the MAP Guide.</p> <p>Changed heading of Article 15 to "Dispute Resolution"; added "Section 15.3.3 of the General Conditions concerning waiver of binding dispute resolution proceedings is hereby stricken and of no force or effect" over concerns with this provision in the new, 2017 AIA A201; added "The Parties agree that the method of binding dispute resolution shall be litigation in a court of competent jurisdiction" to gain uniformity in implementation of the prohibition against binding arbitration.</p> <p>With the input of Housing, made changes throughout to describe the incentive payment more accurately in identity of interest cases and</p>

Information Collection	Title/Purpose
	otherwise revised the presentation of the different incentive payment options.
HUD-92450M	<p>The Completion Assurance Agreement sets forth the terms and conditions by which the Contractor assures the Borrower and Lender of the Contractor’s compliance with its obligations under the Construction Contract. The Completion Assurance Agreement provides certain notification requirements so that HUD is assured of the parties’ compliance with the terms and conditions of the Completion Assurance Agreement (e.g., disbursements can only be made following prior written approval by HUD). The information collection requirements contained in the Completion Assurance Agreement are to oversee the parties’ compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p>
HUD-92452A-M	<p>The Payment Bond sets forth the terms and conditions by which the Contractor and its Surety assures proper payment of subcontractors and others working on the construction of the project. The Payment Bond provides certain notification requirements to the Lender and the Lender’s written consent. The information collection requirements contained in the Payment Bond are to oversee the parties’ compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p> <p>Internal correction at the request of Housing for consistency with the revised MAP Guide: changed section 8 concerning surety’s waiver of notice of change orders, to state an exception that sureties must be given notice of changes affecting extension of time.</p>
HUD-92452M	<p>The Performance Bond sets forth the terms and conditions by which the Contractor and its Surety assures payment if the Contractor fails to perform its obligations under the Construction Contract. The Performance Bond provides certain notification requirements to HUD for certain actions to be taken (for example an additional obligee or additional surety is only allowed with prior HUD approval) The information collection requirements contained in the Performance Bond are to oversee the parties’ compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p> <p>Added references to successors and assigns in the first paragraph definition of “Obligees” (only) as to Lender and HUD. In section 6, add HUD’s successors and assigns specifically to cover situations where HUD assigns its rights to a third party, pursuant to a note sale, while construction is still pending.</p> <p>Revised section 4 of the <i>Additional Surety Rider</i>, for consistency with Payment Bond:</p> <p>4. _____ (“Additional Surety”) is hereby added to the Performance Bond as an additional named surety, <u>and all references in the Performance Bond to “Surety” shall include the Additional Surety.</u></p> <p>At the request of Housing, revised section 8 concerning surety’s waiver of notice of change orders, to state an exception that sureties must be given notice of changes affecting extension of time.</p>

Information Collection	Title/Purpose
HUD-92455M	<p>The Request for Final Endorsement of Credit Instrument meets the requirements of 24 CFR 200.100(b) and the form, HUD-92023M requires the parties (Lender, Borrower, and Contractor) to provide the information solicited by this form which will reflect compliance with the terms and conditions of final endorsement. The information collection requirements contained in the Request for Final Endorsement of Credit Instrument are to oversee the parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p> <p>In response to 2018 public comment, revised language in Section 1.A.10 regarding required evidence of flood insurance at closing, which typically takes the form of an insurance certificate instead of a payment receipt.</p> <p>In response to a 2018 public comment, revised Section I.B.5 to clarify that the Firm Commitment is not attached to the Lender Certification of the 92455M.</p> <p>In response to a 2018 public comment, add language in sections I.A.1 and I.C.2.(j) and (k) to provide space for lenders to insert information from the separate stand-alone Lender's Assurance of Permanent Financing to the Lender's Certificate to reduce the number of forms collected at closing. This will require a change to the Firm Commitment as the language of the assurance of permanent financing requires an independent letter, which would no longer be provided. This will also eliminate an item on the check list.</p> <p>Added new certification (14) to the Borrower Certification [Section II Certificate of Borrower] regarding assurance of utility services to a project, which for certain projects with Level 2 or 3 repair work will also require letters of assurance from the utility providers. This will alleviate the need for Borrowers to provide utility bills at closing while ensuring adequate utilities are provided to the project when such repair work impacts utilities. The Instructions to Opinion of Borrower's Counsel (91725M-INST) have been revised to accordingly, and to require the title policy endorsement for Level 2 or 3 refinances in states where it is available.</p>
HUD-92456M	<p>The Escrow Agreement for Incomplete Construction sets forth the terms and conditions between the Borrower and Lender and provides for the establishment of an escrow by the Borrower as security for completion of those improvements required by the Building Loan Agreement, which the Borrower has not yet completed, and as an inducement to the Lender to advance the entire approved amount of the Loan prior to completion of the improvements. Such escrow also serves as security for HUD's insurance of the loan. The agreement provides for prior approval of HUD for certain actions to be taken by the Borrower or Lender. The information collection requirements contained in Escrow Agreement for Incomplete Construction are to oversee the parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p>
HUD-92464M	<p>Through the Request for Approval of Advance of Escrow Funds, the Borrower identifies the project for which the advance is requested including the advance number, date of escrow agreement, payment</p>

Information Collection	Title/Purpose
	amount requested. The information required of the Borrower by this form assists in ensuring protection of the FHA insurance fund.
HUD-92466M	<p>Regulatory Agreement for Multifamily Projects - The Regulatory Agreement establishes the legal rights and duties of HUD and the Borrower with respect to HUD’s agreement to insure the mortgage of the Borrower for the multifamily rental housing. The agreements provide HUD with the authority to take action against the borrower, including termination of insurance, for violation of the terms of the Regulatory Agreement. The Regulatory Agreement also requires the Borrower and management agents to maintain the books and records of finances and operation in accordance with GAAP and to be available to HUD for inspection upon reasonable notice. The Regulatory Agreement also requires the Borrower to furnish to HUD and the Lender a financial audit within 90 days at the end of each fiscal year. The information collection requirements contained in the Regulatory Agreement are to oversee the parties’ compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p> <p>Revised Section III Financial Management paragraph 10.d. to clarify that a defaulted loan need not be accelerated before HUD can direct use of a project’s reserve for replacement toward the outstanding indebtedness or other project-related purpose.</p> <p>Revised Section III Financial Management paragraph 18 (Annual Financial Statements) in coordination with the DEC to describe borrower’s financial reporting obligations more accurately.</p> <p>Revised Section III Financial Management paragraph 26 for concerning the National Housing Act’s prohibition against hotel/transient housing for greater consistency with the statute and regulation at 24 CFR § 203.16.</p> <p>Removed Section III Financial Management paragraph 33 (Prohibition on Certain Fees) and paragraph 34 (Security Deposits and Other Fees) and insert “Reserved” as Housing decided to not dictate limitations on tenant charges for market rate projects, and instead defer to state law and the market. However, for insured projects with other HUD assistance (such as Section 8 HAP contracts), the other HUD assistance programs will continue to govern acceptable tenant charges.</p> <p>Added a new Section VIII Miscellaneous paragraph 40.c to make it an obligation of the borrower to provide post-closing deliverables required by the Firm Commitment or Program Obligations, this would include LIHTC LURAs not executed and recorded until after initial/final closing in a 223(f) with expanded post-closing work, as well as evidence of termination of equity bridge loans that mature after closing.</p>
HUD-92476.M	Through the Agreement of Sponsor to Furnish Additional Funds , the Sponsor identifies the project for which the funds are being set aside, the amount of funds being set aside, and the depository institution in which the funds will be deposited. This information is needed to ensure protection of the FHA insurance fund.
HUD-92476a-M	Through the Escrow Agreement for Operating Deficits identifies the project for which the funds are being set aside, the amount of funds being

Information Collection	Title/Purpose
	set aside, and the depository institution in which the funds will be deposited. This information is needed to ensure protection of the FHA insurance fund.
HUD-92476.1M	<p>The Escrow Agreement for Non-Critical, Deferred Repairs sets forth the terms and conditions between the Borrower and Lender and provides for the establishment of an escrow by the Borrower as security for completion of non-critical, deferred repairs. Such escrow also serves as security for HUD's insurance of the loan. The agreement provides for prior approval of HUD for certain actions to be taken by the Borrower or Lender. The information collection requirements contained in Escrow Agreement for Non-Critical, Deferred Repairs are to oversee the parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p> <p>No substantive changes but a large number of edits and clarifications were made to improve the document from the 2018 version.</p>
HUD-92477M	Through the Bond Guaranteeing Sponsors' Performance , the Sponsor and its Surety identify the project for which the bond is issued, and the amount of funds deposited. This information required by this form helps to ensure protection of the FHA insurance fund.
HUD-92478M	<p>The Borrower's Oath ensures that the Borrower will comply with two key sections of the National Housing Act that govern rental property for which HUD insures the mortgage. Through the Borrower's Oath, the Borrower agrees not to sell the mortgaged property without approval from HUD. The information collection requirements contained in the Borrower's Oath helps to ensure the protection of the FHA insurance fund.</p> <p>Made the following technical correction: revised section 1 concerning the section 513 hotel prohibition to incorporate by reference the defined term, "<i>Rental for Transient or Hotel Purposes</i>" that is now set out in the revised Regulatory Agreement and made for greater consistency with the statute and applicable regulation. This term was previously not defined in the Borrower's Oath.</p>
HUD-92479M	The Off-Site Bond sets the terms and conditions by which the Contractor and its Surety commit to proper installation of and proper payment for the work involved in completing all off-site facilities and/or utilities associated with the project. The information provided by this document helps to ensure protection of the FHA insurance fund.
HUD-92554M	Construction Contract Supplementary Conditions - The Construction Contract sets forth the terms and conditions between the Owner of the property for which HUD has insured the mortgage and the Contractor regarding the construction to be done on the property and sets forth such disclosures to be made by the Owner and Contractor to HUD so that HUD is assured of the parties' compliance with the terms and conditions of the Construction Contract. The Supplement to the Construction Contract requires the Contractor to submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract. The information collection requirements contained in the Supplement to the Construction Contract

Information Collection	Title/Purpose
	<p>are to oversee the parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p> <p>OGC Administrative Law consulted with the Dept. of Labor Office of the Solicitor and determined that the Supplementary Conditions should be updated by taking out the reference to the specific \$10 per day amount of liquidated damages for Contract Work Hours and Safety Standards Act (CWHSSA) violation in paragraph I.C.3.</p>
HUD-93305M	<p>Through the Agreement and Certification, the Borrower certifies to certain obligations under the Construction Contract having been fulfilled. Through the Agreement and Certification, the Borrower identifies the individuals and companies with which the Borrower has a financial relationship. Through the Agreement and Certification, the Borrower agrees to maintain certain records and to make the records available to HUD upon request and to notify HUD in writing about any changes in the financial relationships identified in the Agreement and Certification. The information collection requirements contained in Agreement and Certification assist in overseeing the parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p>
HUD-94000M	<p>The Assignment of Leases and Rents requires the Borrower to represent and warrant that the Borrower is lawfully seized of the mortgaged property and has the right, power, and authority to mortgage, grant, convey and assign the mortgaged property, and that the mortgaged property is unencumbered. The document provides for the Borrower to absolutely and unconditionally assign and transfer all rents to the Lender in consideration of the Borrower's indebtedness to the Lender. The document also requires the Borrower to pay to and deposit with the Lender, such sums and documents as may be necessary to further secure the indebtedness. The information collection requirements contained in this document are to oversee the parties' compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p>
HUD-94001M	<p>The Note establishes the monetary indebtedness of the Borrower and the various items that constitute such indebtedness (e.g., principal, interest and such other amounts as may be due, the schedule of payments and where payments are to be directed. The information collection requirements contained in Note ensure the protection of the FHA insurance fund.</p>
HUD-92907M	<p>The Subordination Agreement- Private is an entirely new form. This new form is largely modeled after the Subordination Agreement, HUD-92420M, which will become the form used with public secondary financing lenders. This new form establishes the obligations of the Borrower and the Senior Mortgagee with respect to the Borrower obtaining a subordinate loan. The Subordination Agreement also requires the Borrower to notify the Senior Mortgagee and HUD concerning certain actions that the Borrower may take. The information collection requirements contained in the Subordination Agreement are to oversee the parties' compliance with all applicable legal requirements and therefore</p>

Information Collection	Title/Purpose
	<p>ensure protection of the FHA insurance fund.</p> <p><u>Content Change or Deletion</u></p> <p>[Deleted “according to Program Obligations” in paragraph 10 Modification of Senior Loan Documents [...; Assets] concerning automatic resubordination of mortgage debt for refinancing. Housing’s policy is to require automatic resubordination of subordinate debt from private sources for all refinancing, regardless if FHA-insured or not.]</p>
HUD-92908M	<p>This Residual Receipts Note form is a combination of form HUD-91710M, Residual Receipts Note (Nonprofit Borrowers) (NP) and form HUD-91712M, Residual Receipts Note (Limited Dividend Borrowers) (LD). The new form merges the 2 existing forms because Housing does not underwrite NP or LD owners differently for new transactions and so there is no longer an FHA-driven basis for residual receipts accounts. However, the existing forms will continue to be made available for existing projects. The Residual Receipts Note establishes the Principal and Interest of Residual Receipts derived for the property insured by HUD that is due by the Borrower and when such amount is due and payable, and the manner and schedule of payments. The Residual Receipts Note requires the Borrower to seek prior approval from HUD for certain actions, for example, the sale, transfer, assign, or pledge the note. The information collection requirements contained in Residual Receipts Note are to oversee the parties’ compliance with all applicable legal requirements and therefore ensure protection of the FHA insurance fund.</p>
9xxxM	<p>Borrower’s Organizational Document Provisions. This document requires language to be inserted into the FHA Multifamily borrower entity’s governing documents submitted to HUD as risk mitigation for HUD as insurer of the borrower’s mortgage financing. Certain key features are the requirements that the borrower be a single-asset entity requirement, HUD loan documents prevail in event of conflict with borrower’s organizational documents, future modification of the borrower’s organizational documents are void without HUD approval, and the duration of the borrower entity’s existence. This document is used in all Multifamily program closings.</p>
9xxxM	<p>Building Code Verification – Multifamily. This document is used in final closings after the completion of construction. It is given by a local unit of government with jurisdiction over the building codes applicable to the project to assure that it is built in accordance with the applicable codes at the time of construction and has no code violations on record.</p>
9xxxM	<p>Certification of Architectural/Engineering Fees – Multifamily. This document is used in initial closings to establish that all architectural, engineering, drafting, land surveyor, testing, laboratory and related services fees and fee balances for the analysis of the property, preparation of reports, and for the project design and preparation of plans and specifications have been fully paid, except as specifically listed.</p>

Information Collection	Title/Purpose
9xxxM	Equity Bridge Loan Rider – LIHTC Multifamily. This document is used in both initial and initial/final closings to ensure compliance with MAP Guide Chapter 14 requirements for equity bridge loans used as a substitute for deferred tax credit equity pay-in as approved by HUD in the Firm Commitment. It is attached to the EBL documents executed by the FHA borrower and the EBL lender.
9xxxM	Rider to Regulatory Agreement for Residual Receipts. This document is executed by the FHA borrower and used for loan closing with projects subject to residual receipts requirements established through a Section 8 HAP contract. The document amends the Regulatory Agreement provisions related to Surplus Cash and Distributions.
9xxxM	Rider to Regulatory Agreement – Section 213 Cooperatives. This document is executed by the FHA borrower and is used for initial closings on Section 213 cooperative loans to amend the Regulatory Agreement to implement specific HUD requirements unique to cooperatives, such as the general operative reserve account and monthly carrying charges.
9xxxM	Rider to Security Instrument – Fee Joinder. This document is used in all closing types where the borrower does not hold either the requisite fee simple or leasehold interest to qualify the project for eligibility under the National Housing Act. The document is executed by a local unit of government/fee simple owner to subject their interest to the project mortgage to gain statutory eligibility.
9xxxM	Rider to Security Instrument – LIHTC Projects. This document is used for all transactions with Low Income Housing Tax Credits where the tax credit investor seeks to amend the Security Instrument between the FHA lender and borrower in order to have the authority to remove itself from the ownership structure, to have HUD pre-approval to replace the borrower’s managing member or general partner in order to protect the investor’s interests, and to receive any notice of defaults under the Security Instrument.
9xxxM	Rider/Amendment to Restrictive Covenants – Multifamily. This document is used for all transactions where the project is subject to recorded use restrictions, typically related to affordability. The document amends the terms of the restrictions to ensure compliance with the HUD loan documents, statute, regulations, and program requirements. As compared to the version published in the 2020 MAP Guide Chapter 19, this version includes alternative options for instances where the restrictions are superior to the HUD loan documents in terms of recording priority as is permitted by HUD in certain, limited situations.
9xxxM	Survey Affidavit of No Change - Multifamily. This document is executed by the borrower in 223(a)(7) refinance transactions in lieu of a survey and Surveyor’s Report in HUD-91073M when certain conditions set out in Chapter 19 are met.
9xxxM	Third Party Oblige Certification. This document is used when the FHA lender, bond issuer or bond underwriter exercises the option to defer collection of discounts, financing fees, etc., as approved in writing by HUD. Such deferred collection of these

Information Collection	Title/Purpose
	items must be an obligation of a third party and may not be an obligation of the Borrower.

3. Describe whether, and to what extent, the collection of information involves the use of automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submission of responses, and the basis for the decision for adopting this means of collection. Also describe any consideration of using information technology to reduce burden.

Because the documents are used in a real estate closing and real estate closings across the nation continue to be conducted with hard copy documents and hard copy documents must be filed with the applicable court for recordation, there is no consideration at this time for using an information technology system. However, HUD will provide the forms in pdf fillable/printable format via the HUD website. Based on situational conditions relating to the COVID-19 Coronavirus pandemic and the Presidential declaration of a national emergency, on March 16, 2020, J. Paul Compton, Jr., General Counsel of HUD issued a memorandum to the: Regional Counsel, Deputy Regional Counsel, all Associate Regional Counsel for Programs and all Office of General Counsel ("OGC") Closing Attorneys, to implement uniform electronic closing protocols and best practices for the continued provision of legal services to perform closings of multifamily FHA-insured loans.

The HUD Closing Attorneys will perform legal services while working from home or from another remote location. OGC attorney protocols for review and approval of draft closing documents must rely on electronic mail transmission of closing documents in lieu of hard copies in performing their initial reviews. This approach will ensure the continuation of reviews. While providing increased flexibility to lenders in submitting closing documents, this protocol does not authorize any additional substantive modifications to the closing process without approval of the appropriate Regional Counsel and the Office of Insured Housing in Headquarters.

Draft closing submission will remain consistent with the approach of Multifamily Housing and OGC will accept draft closing packages in fully electronic form. When the pandemic subsides and OGC resumes normal closing operations consistently across the country, HUD will reconsider the temporary protocols in the March 16, 2020, memorandum.

4. Describe efforts to identify duplication. Show specifically why any similar information already available cannot be used or modified for use for the purposes described in Item 2 above.

There is no duplication of information. These documents are standard documents in multifamily housing closings.

5. If the collection of information impacts small businesses or other small entities (Item 5 of OMB Form 83-I) describe any methods used to minimize burden.

The collection of this information will not impact small businesses or other small entities. This document reduces burden by requiring use of these documents for all the various multifamily rental housing projects, except for healthcare facilities, and not requiring these documents to be individually tailored for the transaction.

6. Describe the consequence to Federal program or policy activities if the collection is not conducted or is conducted less frequently, as well as any technical or legal obstacles to reducing burden.

FHA insurance would not be available to the borrower, and therefore the multifamily housing transaction, likely would not proceed. In this economy, the availability of an FHA insured mortgage is often the factor that helps to maintain the availability of affordable multifamily rental housing. Additionally, HUD must protect the FHA insurance fund, which these multifamily closing documents, along with others is designed to do, by establishing the legal rights and obligations of the parties to the multifamily housing closing transaction.

Also, HUD and the mortgagee would be performing duplicative legal work and would expend considerably greater time and resources than the borrower's or owner's counsel, who would be conducting the due diligence analysis as a matter of course in representing the client.

7. **Explain any special circumstances that would cause an information collection to be conducted in a manner:**
- **requiring respondents to report information to the agency more than quarterly** - There are no special circumstances surrounding this collection of information.
 - **requiring respondents to prepare a written response to a collection of information in fewer than 30 days after receipt of it** - There are no special circumstances surrounding this collection of information.
 - **requiring respondents to submit more than an original and two copies of any document** - There are no special circumstances surrounding this collection of information.
 - **requiring respondents to retain records other than health, medical, government contract, grant-in-aid, or tax records for more than three years** - While the information collection does not explicitly require the retention of records for more than three years, in addition to the fact that the documents in the collection are mostly certifications and agreements that could possibly be considered government contracts, to the extent the information collection implicitly requires the retention of the documents for more than three years. It is because HUD is insuring mortgage loans pursuant to the National Housing Act (12 USC 1701 et. seq.) for a period of up to forty years. Such long-term financing requires the Security Instrument, Note, Regulatory Agreement, and other documents in the collection to be enforceable by HUD and between the program participants (lenders and borrowers) for the same term authorized by statute.
 - **in connection with a statistical survey, that is not designed to produce valid and reliable results than can be generalized to the universe of study** - There are no special circumstances surrounding this collection of information.
 - **requiring the use of a statistical data classification that has not been reviewed and approved by OMB** - There are no special circumstances surrounding this collection of information.
 - **that includes a pledge of confidentiality that is not supported by authority established in statute or regulation, that is not supported by disclosure and data security policies that are consistent with the pledge, or which unnecessarily impedes sharing of data with other agencies for compatible confidential use** - There are no special circumstances surrounding this collection of information.
 - **requiring respondents to submit proprietary trade secret, or other confidential information unless the agency can demonstrate that it has instituted procedures to protect the information's confidentiality to the extent permitted by law** - There are no special circumstances surrounding this collection of information.
8. **If applicable, provide a copy and identify the date and page number of publications in the Federal Register of the agency's notice, required by 5 CFR 1320.8(d), soliciting comments on the information collection prior to submission to OMB. Summarize public comments received in response to that notice and describe actions taken by the agency in response to these comments. Specifically address comments received on cost and hour burden.**
- **Describe efforts to consult with persons outside the agency to obtain their views on the availability of data, frequency of collection, the clarity of instructions and recordkeeping disclosure, or reporting format (if any) and the data elements to be recorded, disclosed, or reported.**
 - **Consultation with representatives of those from whom information is to be obtained or those who must compile records should occur at least once every 3 years -- even if the collection of information activity is the same as in prior periods. There may be circumstances that preclude consultation in a specific situation. These circumstances should be explained.**

In accordance with 5CFR 1320.8(d), this information collection soliciting public comments was announced in the *Federal Register* on **August 13, 2021**, Volume **86**, No. **154**, Pages **44741**. (1) Comments received.

9. **Explain any decision to provide any payment or gift to respondents, other than remuneration of contractors or grantees.**
- No gifts or payments are provided other than the provision of FHA insured loan, and the payment of insurance claim for a validly submitted claim.
10. **Describe any assurance of confidentiality provided to respondents and the basis for assurance in statute, regulation, or agency policy.**

These documents contain no personally identifying information subject to privacy requirements. HUD treats maintaining the confidentiality of all personal information collected concerning FHA projects, borrowers, owners, and entities as confidential and information is not to be released to unauthorized clients. A Privacy Threshold Analysis is approved and on file.

11. Provide additional justification for any questions of a sensitive nature, such as sexual behavior and attitudes, religious beliefs, and other matters that are commonly considered private. This justification should include the reasons why the agency considers the questions necessary, the specific uses to be made of the information, the explanation to be given to persons from whom the information is requested, and any steps to be taken to obtain their consent.

No questions of a sensitive nature are included in this request.

12. Provide estimates of the hour burden of the collection of information. The statement should:

- **indicate the number of respondents, frequency of response, annual hour burden, and an explanation of how the burden was estimated. Unless directed to do so, agencies should not conduct special surveys to obtain information on which to base hour burden estimates. Consultation with a sample (fewer than 10) of potential respondents is desirable. If the hour burden on respondents is expected to vary widely because of differences in activity, size, or complexity, show the range of estimated hour burden, and explain the reasons for the variance. Generally, estimates should not include burden hours for customary and usual business practices;**
- **if this request covers more than one form, provide separate hour burden estimates for each form and aggregate the hour burdens in Item 13 of OMB Form 83-I; and provide estimates of annualized cost to respondents for the hour burdens for collections of information, identifying and using appropriate wage rate categories. The cost of contracting out or paying outside parties for information collection activities should not be included here. Instead, this cost should be included in Item 13.**

The burden on each respondent will vary in proportion to the number of multifamily housing rental closings in which the respondent is involved. Generally, because of the high dollar amount of the transaction and the complexity of the transaction (state and local laws factor into such closings), a respondent will only engage in one such transaction during a one-year period.

The ‘burden hours per response’ is based on the time it takes to read and complete each form in preparation for closing. ‘Annual burden hours’ are based on the number of times the form was completed in preparation for closing (‘responses per annum’) multiplied by the amount of time it takes to complete each form. ‘Responses per annum’ varies across forms because not every form is used at every closing that takes place. Use of the form is dependent on the Section of the Act being followed at the time of closing (i.e., Section 221(d)(4), Section 223(f), Section 223(a)(7)). The number of respondent increase is based on the number of closings held in Fiscal Year 2020.

The ‘hourly cost’ is an estimate based on an average annual salary of \$75,000 for developers and mortgagees (loan underwriters). This is a 1.19% increase from 2016. The average hourly cost increases from \$26.00 to \$35.00 from 2018 to 2021. Any variance in salary is adjusted by the national inflation rate of 4% from 2018 to 2021. Internet search data resource: <https://www.in2013dollars.com/us/inflation/2018?amount=1>.

	Number of Respondents	Frequency of Response	Responses per annum	Burden hours per response	Annual burden hours	Hourly Cost	Total Annual Cost (\$)
HUD-91710M	100.00	1.00	100.00	0.50	50.00	\$35.00	\$1,750.00
HUD-91712M	100.00	1.00	100.00	0.50	50.00	35.00	\$1,750.00
HUD-92023M	164.00	1.00	164.00	1.00	164.00	35.00	\$5,740.00
HUD-92070M	626.00	1.00	626.00	0.50	313.00	35.00	\$10,955.00
HUD-92223M	200.00	1.00	200.00	0.50	100.00	35.00	\$3,500.00
HUD-92412M	203.00	1.00	203.00	0.50	101.50	35.00	\$3,552.50
HUD-92414M	2,379.00	1.00	969.00	0.50	484.50	35.00	\$41,632.50
HUD-92450M	203.00	1.00	203.00	0.50	101.50	35.00	\$3,552.50
HUD-92452A-M	203.00	1.00	203.00	0.50	101.50	35.00	\$3,552.50
HUD-92452M	203.00	1.00	203.00	0.50	101.50	35.00	\$3,552.50
HUD-92455M	602.00	1.00	602.00	0.75	451.50	35.00	\$15,802.50
HUD-92456M	164.00	1.00	164.00	0.50	82.00	35.00	\$2,870.00
HUD-91073M	2,379.00	1.00	969.00	1.00	969.00	35.00	\$33,915.00
HUD-92464M	203.00	1.00	203.00	1.00	203.00	48.00	\$9,744.00
HUD-92476.1M	602.00	1.00	602.00	0.50	301.00	35.00	\$10,535.00
HUD-92476a-M	626.00	1.00	626.00	0.50	313.00	35.00	\$10,955.00
HUD-92477M	203.00	1.00	203.00	0.50	101.50	35.00	\$3,552.50
HUD-92478M	805.00	1.00	805.00	0.50	402.50	35.00	\$14,087.50
HUD-92479M	203.00	1.00	203.00	0.50	101.50	35.00	\$3,552.50
HUD-91725M	2,379.00	1.00	969.00	2.00	1,938.00	130.00	\$618,540.00
HUD-91725M-CERT	2,379.00	1.00	969.00	2.00	1,938.00	48.00	\$228,384.00
HUD-91725M-INST	2,379.00	1.00	969.00	1.00	969.00	48.00	\$114,192.00
HUD-92434M	203.00	1.00	203.00	0.75	152.25	35.00	\$5,328.75
HUD-92441M	203.00	1.00	203.00	1.00	203.00	35.00	\$7,105.00
HUD-92442M	203.00	1.00	203.00	1.00	203.00	60.00	\$12,180.00
HUD-92466M	805.00	1.00	805.00	0.75	603.75	60.00	\$36,225.00
HUD-92554M	203.00	1.00	203.00	0.20	40.60	35.00	\$1,421.00

HUD-94000M	2,379.00	1.00	969.00	0.75	726.75	35.00	\$62,448.75
HUD-94001M	2,379.00	1.00	969.00	1.00	969.00	35.00	\$83,265.00
HUD-93305M	805.00	1.00	805.00	0.50	402.50	35.00	\$14,087.50
HUD-92476M	50.00	1.00	50.00	0.50	25.00	35.00	\$875.00
HUD-92408M	203.00	1.00	203.00	2.00	406.00	107.00	\$43,442.00
HUD-91070M	2,379.00	1.00	2,379.00	0.50	1,189.50	37.00	40,011.50
HUD-91071M	626.00	1.00	626.00	0.50	313.00	35.00	\$10,955.00
HUD-92907M	403.00	1.00	403.00	0.50	201.50	35.00	\$7,052.50
HUD-92908M	200.00	1.00	200.00	0.50	100.00	35.00	\$3,500.00
Borrower's Org Doc Provisions	805.00	1.00	805.00	0.50	402.50	35.00	\$14,087.50
Building Code Verification	805.00	1.00	805.00	0.50	402.50	35.00	\$14,087.50
Certification of Architectural- Engineering Fees	805.00	1.00	805.00	0.50	402.50	35.00	\$14,087.50
Equity Bridge Loan Rider – LIHTC	303.00	1.00	303.00	0.50	151.50	35.00	\$5,302.50
Rider to Regulatory Agreement - Residual Receipts	100.00	1.00	100.00	0.50	50.00	35.00	\$1,750.00
Rider to Regulatory Agreement - Section 213	14.00	1.00	14.00	0.50	7.00	35.00	\$245.00
Rider to Security Instrument - Fee Joinder	626.00	1.00	626.00	0.50	313.00	35.00	\$10,955.00
Rider to Security Instrument - LIHTC Projects	303.00	1.00	303.00	0.50	151.50	35.00	\$5,302.50
Rider- Amendment to Restrictive Covenants	200.00	1.00	200.00	0.50	100.00	35.00	\$3,500.00
Survey Affidavit of No Change	2,379.00	1.00	2,379.00	0.50	1,189.50	35.00	\$41,632.50
Third Party Obligee Certification	200.00	1.00	200.00	0.50	100.00	35.00	\$3,500.00
Totals	34,886		34,886		18,143.35		\$1,588,014

13. Provide an estimate of the total annual cost burden to respondents or recordkeepers resulting from the collection of information (do not include the cost of any hour burden shown in Items 12 and 14).

- The cost estimate should be split into two components: (a) a total capital and start-up cost component (annualized over its expected useful life); and (b) a total operation and maintenance purchase of services

component. The estimates should take into account costs associated with generating, maintaining, and disclosing or providing the information. Include descriptions of methods used to estimate major cost factors including system and technology acquisition, expected useful life of capital equipment, the discount rate(s) and the time period over which costs will be incurred. Capital and start-up costs include, among other items, preparations for collecting information such as purchasing computers and software; monitoring, sampling, drilling and testing equipment; and record storage facilities;

- If cost estimates are expected to vary widely, agencies should present ranges of cost burdens and explain the reasons for the variance. The cost of purchasing or contracting out information collection services should be a part of this cost burden estimate. In developing cost burden estimates, agencies may consult with a sample of respondents (fewer than 10) utilize the 60-day pre-OMB submission public comment process and use existing economic or regulatory impact analysis associated with the rulemaking containing the information collection, as appropriate.
- generally, estimates should not include purchases of equipment or services, or portions thereof made: (1) prior to October 1, 1995, (2) to achieve regulatory compliance with requirements not associated with the information collection, (3) for reasons other than to provide information or keep records for the government, or (4) as part of customary and usual business or private practices.

There are no capital or start-up costs. There are no cost burdens to respondents for operation and maintenance.

14. Provide estimates of annualized cost to the Federal government. Also, provide a description of the method used to estimate cost, which should include quantification of hours, operational expenses (such as equipment, overhead, printing, and support staff), and any other expense that would not have been incurred without this collection of information. Agencies also may aggregate cost estimates from Items 12, 13, and 14 in a single table.

All MF Closing documents are reviewed by an attorney in one of HUD's Field Offices. The attorneys range from GS-12s to GS-14s. The GS-13 pay grade is used as an average. The time it takes to review each document corresponds to the time that it takes for the respondent to complete the form. The burden hours per response is 1.0 hour. Per the following website, the hourly rate of a GS-13 Step 5 attorney is \$56.31 (rounded to \$56): https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/21Tables/html/DCB_h.aspx.

Based on an hourly rate of \$56, the annual labor cost will be approximately **\$1,600,835.60** for the review of all closing documents under all Sections of the Act.

	Number of Respondents	Frequency of Response	Responses per annum	Burden hours per response	Annual burden hours	Hourly Cost	Total Annual Cost (\$)
HUD-91710M	100.00	1.00	100.00	0.50	50.00	56.00	2,800.00
HUD-91712M	100.00	1.00	100.00	0.50	50.00	56.00	2,800.00
HUD-92023M	164.00	1.00	164.00	1.00	164.00	56.00	9,184.00
HUD-92070M	626.00	1.00	626.00	0.50	313.00	56.00	17,528.00
HUD-92223M	200.00	1.00	200.00	0.50	100.00	56.00	5,600.00
HUD-92412M	203.00	1.00	203.00	0.50	101.50	56.00	5,684.00
HUD-92414M	2,379.00	1.00	2,379.00	0.50	484.50	56.00	66,612.00
HUD-92450M	203.00	1.00	203.00	0.50	101.50	56.00	5,684.00
HUD-92452A-M	203.00	1.00	203.00	0.50	101.50	56.00	5,684.00
HUD-92452M	203.00	1.00	203.00	0.50	101.50	56.00	5,684.00
HUD-92455M	602.00	1.00	602.00	0.75	451.50	56.00	25,284.00
HUD-92456M	164.00	1.00	164.00	0.50	82.00	56.00	4,592.00
HUD-91073M	2,379.00	1.00	2,379.00	0.50	1,189.50	56.00	66,612.00
HUD-92464M	203.00	1.00	203.00	1.00	203.00	56.00	11,368.00
HUD-92476.1M	602.00	1.00	602.00	0.50	301.00	56.00	16,856.00
HUD-92476a-M	626.00	1.00	626.00	0.50	313.00	56.00	17,528.00
HUD-92477M	203.00	1.00	203.00	0.50	101.50	56.00	5,684.00
HUD-92478M	805.00	1.00	805.00	0.50	402.50	56.00	22,540.00
HUD-92479M	203.00	1.00	203.00	0.50	101.50	56.00	5,684.00
HUD-91725M	2,379.00	1.00	2,379.00	2.00	4,758.00	56.00	266,448.00
HUD-91725M-CERT	2,379.00	1.00	2,379.00	2.00	4,758.00	56.00	266,448.00
HUD-91725M-INST	2,379.00	1.00	2,379.00	1.00	2,379.00	56.00	133,224.00
HUD-92434M	203.00	1.00	203.00	0.75	152.25	56.00	8,526.00
HUD-92441M	203.00	1.00	203.00	1.00	203.00	56.00	11,368.00
HUD-92442M	203.00	1.00	203.00	1.00	203.00	56.00	11,368.00
HUD-92466M	805.00	1.00	805.00	0.75	603.75	56.00	33,810.00
HUD-92554M	203.00	1.00	203.00	0.20	40.60	56.00	2,273.60
HUD-94000M	2,379.00	1.00	2,379.00	0.75	1,784.25	56.00	99,918.00
HUD-94001M	2,379.00	1.00	2,379.00	1.00	2,379.00	56.00	133,224.00
HUD-93305M	805.00	1.00	805.00	0.50	402.50	56.00	22,540.00
HUD-92476M	50.00	1.00	50.00	0.50	25.00	56.00	1,400.00
HUD-92408M	203.00	1.00	203.00	2.00	406.00	56.00	22,736.00
HUD-91070M	2,379.00	1.00	2,379.00	0.50	1,189.50	56.00	66,612.00
HUD-91071M	626.00	1.00	626.00	0.50	313.00	56.00	17,528.00
HUD-92907M	403.00	1.00	403.00	0.50	201.50	56.00	11,284.00
HUD-92908M	200.00	1.00	200.00	0.50	100.00	56.00	5,600.00
Borrower's Org Doc Provisions	805.00	1.00	805.00	0.50	402.50	56.00	22,540.00
Building Code Verification	805.00	1.00	805.00	0.50	402.50	56.00	22,540.00
Certification of Architectural-Engineering Fees	805.00	1.00	805.00	0.50	402.50	56.00	22,540.00
Equity Bridge Loan Rider –	303.00	1.00	303.00	0.50	151.50	56.00	8,484.00

LIHTC							
Rider to Regulatory Agreement - Residual Receipts	100.00	1.00	100.00	0.50	50.00	56.00	2,800.00
Rider to Regulatory Agreement - Section 213	14.00	1.00	14.00	0.50	7.00	56.00	392.00
Rider to Security Instrument - Fee Joinder	626.00	1.00	626.00	0.50	313.00	56.00	17,528.00
Rider to Security Instrument - LIHTC Projects	303.00	1.00	303.00	0.50	151.50	56.00	8,484.00
Rider- Amendment to Restrictive Covenants	200.00	1.00	200.00	0.50	100.00	56.00	5,600.00
Survey Affidavit of No Change	2,379.00	1.00	2379.00	0.50	1189.50	56.00	66,612.00
Third Party Oblige Certification	200.00	1.00	200.00	0.50	100.00	56.00	5,600.00
Totals			34,886		28,586.35		\$1,600,835.60

15. Explain the reasons for any program changes or adjustments reported in Items 13 and 14 of the OMB Form 83-I.

This is a revision of a currently approved collection. HUD is renewing this collection and adding 11 forms that were published as “sample” certification and agreement documents in the Federal Housing Administration Multifamily Program Closing Guide, 4300.G. The 11 forms increase the current annual burden hours from 14,286 to 27,983, with the burden hour per responses as 0.5 hours that does not change the total collection burden hour per response of 1 hour, as reported in line 13 and 14 of the OMB Form 83-I. The increase in burden hours reported in Item 13 is needed to account for a borrower signature on the 11 forms.

16. For collection of information whose results will be published, outline plans for tabulation and publication. Address any complex analytical techniques that will be used. Provide the time schedule for the entire project, including beginning and ending dates of the collection of information, completion of report, publication dates, and other actions.

The information will not be published.

17. If seeking approval to not display the expiration date for OMB approval of the information collection, explain the reasons that display would be inappropriate.

There is no request to not display the expiration date.

18. Explain each exception to the certification statement identified in item 19.

There are no exceptions to the certification statement identified in item 19.

B. Collections of Information Employing Statistical Methods

This collection will not employ statistical methods.
