

UNNUMBERED LETTERS ISSUED FOR THE JANUARY OF 2011

Dated	Subject	Distribution
01-04-11	Servicing Section 515 Loans that Received Damages under the Settlement Agreement and File Retention for Loans Subject to Future Claims	S/D
01-04-11	Guidance on Recording the Restrictive-Use Language in the Section 538 Guaranteed Rural Rental Housing Program	S/D
01-07-11	Multi-Family Housing Servicing Goals	S/D
01-07-11	Guidance on the CNA Process	S/D
01-12-11	Fiscal Year 2011 Business and Cooperative Programs Goals	S/D
01-25-11	Interest Rate Changes for Housing Programs and Credit Sales (Nonprogram)	S/D, RDM & AD
01-28-11	Supervised Bank Accounts	S/D
01-31-11	Rural Energy for America Program Renewable Energy Feasibility Study Grant Award Package October 2010 Competition Awards	S/D

January 4, 2011

TO: State Directors
Rural Development

ATTN: Program Directors
Multi-Family Housing

FROM: Tammye Treviño (Signed by Tammye Treviño)
Administrator
Housing and Community Facilities Programs

SUBJECT: Servicing Section 515 Loans that Received Damages under the Settlement Agreement and File Retention for Loans Subject to Future Claims

The purpose of this Unnumbered Letter (UL) is to provide guidance on servicing the accounts of borrowers who have accepted damages as a result of the Settlement Agreement (Agreement) dated May 21, 2007, for the 731 properties involved in prepayment litigation (aka SAT Projects) and retention of information in Section 515 cases that may be subject to similar litigation.

Part III, Section B, of the Agreement outlines the impact of the settlement for borrowers who accepted damages as a result of the execution of the Agreement. Borrowers who received damages shall be treated on an equal basis with all other borrowers in the Section 515 program, in their dealings with the Government, except for the following:

1. The borrower shall not be entitled to receive any of the incentives made available to discourage prepayment of loans under the 7 C.F.R. 3560.656.
2. The borrower shall not be entitled to prepay the loan which was the basis for a claim, including prepayment subject to continuing restrictions (i.e., "G-4" restrictions), excepting those situations where the Government determines that the property is no longer needed in the Section 515 Program (see 3560.662 (f) for guidance).

EXPIRATION DATE:
January 31, 2012

FILING INSTRUCTIONS:
Housing Programs

In applying the above, a borrower who received damages pursuant to the Agreement may file a request to prepay the loan on which their claim was based, but may not receive any incentives to avert prepayment. The borrower can only prepay the loan, or be released from the obligations under the Restrictive-Use Covenant (RUC), if the Agency determines the project is no longer needed in the Section 515 program, or if the financial assistance provided to the tenants of the housing will no longer be provided due to no fault, action or lack of action on the part of the borrower, in accordance with 7 CFR 3560.662 (f). The borrower can sell or transfer the project in accordance with 3560.659, under the prepayment regulations or in accordance with 7 CFR 3560.406, at anytime. It should be noted here that any appraisal conducted in conjunction with a sale or transfer of these properties should consider the RUC in accordance with 7 CFR 3560.752 (b) (1) (i). Additionally, if the transfer or sale fails to materialize and close, the prepayment request will be withdrawn and returned to the borrower. The impact of the RUC and Agreement would affect any new requests for prepayment or any outstanding requests that were pending at the time the borrower joined the Agreement.

If, in the course of servicing the loans on properties that received damages under the Agreement, it is determined it will be necessary to seek liquidation of the account through foreclosure, the opinion of the Regional Office of General Counsel (OGC) must be obtained as to whether or not the Rural Development mortgage must be subordinated to the RUC in order to survive a foreclosure sale. If OGC determines that mortgage must be subordinated to the RUC, the subordination will be completed prior to acceleration of the account. The Multi-Family Housing Information System (MFIS) should also be updated to reflect the date that the new RUC expires on the property that received damages.

Based on the issues that precipitated the Agreement, it has been determined that any loan made or assumed during the period of December 21, 1979 to December 14, 1989, could be the subject of future litigation. Administrative Notice 4485 (2033-A), dated January 11, 2010, currently addresses the retention of information in case files for accounts for which, prepayment was requested. However, in order to insure that the records and documents regarding these loans are adequately preserved, it will be necessary to retain the loan file and servicing files in the cases of any Section 515 loan made or assumed during the period of December 21, 1979 to December 14, 1989, until six years after the loan is satisfied. This would also include any electronic correspondence (e-mail) and data stored in MFIS.

Questions regarding this UL may be directed to the Preservation and Direct Loan Division, Cynthia L. Johnson, Finance and Loan Analyst, at 202-720-1940 or e-mail at cynthial.johnson@wdc.usda.gov.

January 4, 2011

TO: State Directors
Rural Development

FROM: Tammye Treviño
Administrator
Housing and Community Facilities Programs

SUBJECT: Guidance on Recording the Restrictive-Use Language in the
Section 538 Guaranteed Rural Rental Housing Program

The purpose of this Unnumbered Letter is to reiterate the requirement and importance of the inclusion of the restrictive-use language in Section 538 Guaranteed Rural Rental Housing Program recorded mortgage loan documents.

To preserve the units as affordable housing, the restrictive-use language must be included in a properly recorded regulatory agreement, mortgage, deed restriction or other recordable instrument acceptable by the Agency. The recorded restrictive-use language has to declare that the housing must remain available for occupancy by low- and moderate-income households for the original term of the guaranteed loan. In accordance with 7 C.F.R. 3565, section 3565.352; this requirement will be included in a deed restriction or other instrument acceptable by the Agency. Document drafters must also ensure that the recorded restrictive-use instrument encumbers the property if the mortgage is prepaid.

The restriction will apply unless the housing is acquired by foreclosure or an instrument in lieu of foreclosure, or the Agency waives the applicability of this requirement after determining that each of the following three circumstances exist:

1. There is no longer a need for low- and moderate-income housing in the market area in which the housing is located;
2. Housing opportunities for low-income households and minorities will not be reduced as a result of the waiver; and
3. Additional Federal assistance will not be necessary as a result of the waiver.

For additional information, please contact Tammy S. Daniels, Financial and Loan Analyst, (202) 720-0021.

EXPIRATION DATE:
January 31, 2012

FILING INSTRUCTIONS
Housing Programs

January 7, 2011

TO: State Directors
Rural Development

ATTN: Program Directors and Coordinators
Multi-Family Housing

FROM: Tammye Treviño
Administrator
Housing and Community Facilities Programs

SUBJECT: Multi-Family Housing Servicing Goals

This Unnumbered Letter (UL) provides the final report for the Multi-Family Housing (MFH) Servicing Goals for Fiscal Year (FY) 2010.

Proper asset management of the Agency's \$11.3 billion multi-family housing portfolio begins with a thorough evaluation of the entire portfolio to obtain a clear understanding of existing and potential problems. It is important that the over 430,000 residents in the 15,000 MFH properties have safe and sanitary living conditions. Close monitoring, timely follow-up, and a consistent administration of the regulations will be beneficial in the resolution of problems and will contribute to the stability of the program

In addition to the asset value of the loan portfolio, MFH annually distributes over \$1 billion in Rental Assistance for the benefit of our very low-income residents. Portfolio servicing must continue as top priority in management of the MFH program to ensure good stewardship of these funds. State Directors are to make the most effective and efficient use of personnel in accomplishing the goals as set forth in HB-2-3560, Chapter 9, Section 4. Training, implementation, and measurement of results should be considered while reviewing the present organization of the MFH program, strategic plans, training schedules, performance elements, and standards. All personnel involved in the administration of the MFH program should be utilized.

EXPIRATION DATE:
January 31, 2012

FILING INSTRUCTIONS:
Housing Programs

Proper loan servicing also includes: borrower counseling, financial analyses, prudent property maintenance, and protection of residents' interests. All servicing authorities should be utilized to the maximum extent possible to correct physical and financial deficiencies and cure loan delinquencies. Properties that are experiencing problems uncommon to the portfolio norm should be serviced using the following: Workout Plan Agreement, Change in Membership, Transfer, Reamortization, Consolidation, and/or Debt Settlement. The MFH Portfolio Management Division at the National Office should be contacted for guidance in cases without explicit guidance in the regulations.

HB-2-3560, Chapter 9, Section 4 establishes the MFH Servicing Goals. State Directors and MFH Program Directors/Coordinators should review the attached FY 2010 MFH Servicing Goals report. The MFH Share point site <https://rd.sc.egov.usda.gov/teamrd/hcfp/mfh/MultiHousing%20Family%20Information/Forms/AllItems.aspx> provides a detailed report at the Servicing Office's level.

If you have any questions regarding this UL, please contact Stephanie White, Director, Multifamily Housing Programs Portfolio Management Division, at (202) 720-1615 or Janet Stouder, Deputy Director, at (202) 720-9728.

Attachment

MFH Servicing Goals

Fiscal Year 2010



Committed to the future
of rural communities.

MULTI-FAMILY HOUSING
RECEIVERSHIP PROPERTY
As Of September 30, 2010

STATE	NO. OF PROPERTIES
Oregon	4
Washington	1
Total	5

**MULTI-FAMILY HOUSING
REAL ESTATE OWNED PROPERTIES
PERIOD ENDING
September 30, 2010**

Attachment 2 - Inventory Prop

FY2010	STATE	PROPERTY NAME	DATE ACQ'D	NO. OF UNITS	AVG MONTHS IN INV.	ACQ'D VALUE
1	MI	Quail Run Apts.III	01/09/07	48	44	\$1,163,000
2	MI	Crystal Lake Properties	06/26/07	14	38	\$326,000
3	MI	Bent Tree North	03/02/06	32	37	\$605,000
4	MI	Parkway Place	09/04/07	16	36	\$240,000
5	MI	Cedar Springs Apts./ Lexington Woods	11/15/07	16	34	\$275,000
6	MI	Saranac Apts.	11/15/07	16	34	\$237,000
7	MI	Memphis Manor Apts.	01/07/08	32	32	\$665,000
8	MI	White Oak Apts.	01/07/08	32	32	\$622,000
9	MI	Garden Square Apts.	02/11/08	32	31	\$634,000
10	MI	Countryside Apts. - Pewamo LDHA	03/24/08	16	29	\$319,000
11	MI	Elk Rapids Apts.	05/01/08	24	28	\$450,000
12	MI	Elk Rapids II Apts.	04/03/08	24	29	\$510,000
13	MI	Kahlil Village Apts.	04/22/08	32	28	\$545,000
14	MI	Kahlil Village Apts. II	04/22/08	40	28	\$840,000
15	MI	Pheasant Brook Apts.	03/26/08	28	28	\$550,000
16	MI	Pleasant View Apts.	04/24/08	16	28	\$401,000
17	MI	Royal Oak Apts II	05/12/08	24	28	\$616,000
18	MI	Harbor Lake Apts.	07/21/08	32	25	\$662,000
19	MI	Highland Terrace Kmg	07/21/08	24	25	\$640,000
20	MI	Evergreen Trail Apts.	07/10/08	48	26	\$1,081,000
21	MI	Corning Apts.	07/16/08	16	25	\$138,500
22	MI	North Branch Apts.	09/06/08	32	15	\$720,000
23	MI	Beaverton Village	11/20/08	24	21	\$642,800
24	MI	Timber Creek Apts	09/08/08	32	24	\$72,000
25	NY	West Broadway Villa	06/13/08	42	27	\$897,506
26	MN	Halter Shire/Sleepy Eye Housing	03/18/10	16	5	\$410,000
27	MN	Pegasus Apts.	03/11/10	12	6	\$205,224
28	MN	Cherrywood Apts.	05/06/10	12	4	\$185,000
29	MT	Big Dry Apt	05/25/10	4	3	\$138,878
30	MT	Fallon Village	11/13/09	10	12	\$356,278
31	NJ	Briarwood Prop. Ltd	06/03/10	32	3	\$992,000
32	NJ	Westgate II	06/03/10	36	3	\$1,500,000
33	NJ	Oxford Heritage	06/03/10	32	3	\$932,000
34	NJ	Westgate I	06/03/10	32	3	\$92,000
TOTAL				878		\$18,663,186

DELINQUENCY STATUS REPORT FOR PERIOD ENDING SEPTEMBER 30, 2010

STATE OFFICE	RENTAL HOUSING		LABOR HOUSING		PROGRAM		% DELQ.
	CASELOAD	NO. DELQ.	CASELOAD	NO. DELQ.	CASELOAD	NO. DELQ.	
ALABAMA	474	13	3	0	477	13	2.7%
ALASKA	37	0	1	0	38	0	0.0%
ARIZONA*	117	0	10	0	127	0	0.0%
ARKANSAS	356	4	160	1	516	5	1.0%
CALIFORNIA	400	2	96	4	496	6	1.2%
COLORADO	124	4	11	0	135	4	3.0%
CONNECTICUT	63	0	0	0	63	0	0.0%
DELAWARE	52	0	2	0	54	0	0.0%
FLORIDA	409	11	39	7	448	18	4.0%
GEORGIA*	447	8	3	0	450	8	1.8%
HAWAII*	29	3	3	0	32	3	9.4%
IDAHO	170	0	10	5	180	5	2.8%
ILLINOIS	595	1	4	0	599	1	0.2%
INDIANA	543	17	0	0	543	17	3.1%
IOWA	492	2	6	0	498	2	0.4%
KANSAS*	353	19	0	0	353	19	5.4%
KENTUCKY	447	5	0	0	447	5	1.1%
LOUISIANA	382	0	10	0	392	0	0.0%
MAINE	339	16	4	1	343	17	5.0%
MARYLAND	160	1	2	0	162	1	0.6%
MASSACHUSETTS	63	0	5	0	68	0	0.0%
MICHIGAN	575	21	83	1	658	22	3.3%
MINNESOTA	601	15	3	0	604	15	2.5%
MISSISSIPPI	494	26	28	1	522	27	5.2%
MISSOURI	723	9	0	0	723	9	1.2%
MONTANA	151	1	1	0	152	1	0.7%
NEBRASKA	239	7	3	0	242	7	2.9%
NEVADA*	70	4	2	0	72	4	5.6%
NEW HAMPSHIRE	86	0	3	0	89	0	0.0%
NEW JERSEY	72	4	19	0	91	4	4.4%
NEW MEXICO	103	0	8	0	111	0	0.0%
NEW YORK	443	37	19	0	462	37	8.0%
NORTH CAROLINA*	615	1	10	0	625	1	0.2%
NORTH DAKOTA	200	9	0	0	200	9	4.5%
OHIO	392	4	3	0	395	4	1.0%
OKLAHOMA	289	18	2	0	291	18	6.2%
OREGON	178	7	24	0	202	7	3.5%
PENNSYLVANIA	306	5	2	1	308	6	1.9%
PUERTO RICO	110	2	1	0	111	2	1.8%
RHODE ISLAND	12	0	0	0	12	0	0.0%
SOUTH CAROLINA	315	3	11	0	326	3	0.9%
SOUTH DAKOTA	386	4	0	0	386	4	1.0%
TENNESSEE	357	10	8	0	365	10	2.7%
TEXAS	729	34	19	1	748	35	4.7%
UTAH	81	1	2	0	83	1	1.2%
VERMONT	72	0	67	5	139	5	3.6%
VIRGIN ISLANDS	18	0	0	0	18	0	0.0%
VIRGINIA	260	10	1	0	261	10	3.8%
WASHINGTON	294	3	25	0	319	3	0.9%
WEST VIRGINIA	241	27	0	0	241	27	11.2%
WISCONSIN	481	14	10	0	491	14	2.9%
WYOMING	55	3	0	0	55	3	5.5%
SEPTEMBER 2010	15,000	385	723	27	15,723	412	2.6%

FY 2010 - PROPOSED BUDGETS
As Of September 30, 2010

STATES	DUE	RECEIVED	APPROVED / DENIED	%
ALABAMA	535	478	470	98.3%
ALASKA	38	39	38	97.4%
ARIZONA	125	96	104	108.3%
ARKANSAS	374	357	363	101.7%
CALIFORNIA	539	513	503	98.1%
COLORADO	142	134	133	99.3%
CONNECTICUT	68	68	68	100.0%
DELAWARE	56	56	55	98.2%
FLORIDA	454	440	440	100.0%
GEORGIA	456	447	456	102.0%
HAWAII	28	25	25	100.0%
IDAHO	185	177	177	100.0%
ILLINOIS	653	640	648	101.3%
INDIANA	552	505	516	102.2%
IOWA	518	502	501	99.8%
KANSAS	372	331	362	109.4%
KENTUCKY	468	454	458	100.9%
LOUISIANA	440	382	436	114.1%
MAINE	364	342	349	102.0%
MARYLAND	164	161	162	100.6%
MASSACHUSETTS	66	63	65	103.2%
MICHIGAN	712	623	642	103.0%
MINNESOTA	605	568	519	91.4%
MISSISSIPPI	497	481	476	99.0%
MISSOURI	856	803	819	102.0%
MONTANA	165	141	148	105.0%
NEBRASKA	254	244	249	102.0%
NEVADA	69	61	66	108.2%
NEW HAMPSHIRE	89	88	87	98.9%
NEW JERSEY	89	85	75	88.2%
NEW MEXICO	113	106	105	99.1%
NEW YORK	471	460	458	99.6%
NORTH CAROLINA	679	676	665	98.4%
NORTH DAKOTA	224	206	213	103.4%
OHIO	462	438	441	100.7%
OKLAHOMA	295	267	277	103.7%
OREGON	229	195	221	113.3%
PENNSYLVANIA	321	299	308	103.0%
PUERTO RICO	113	113	111	98.2%
RHODE ISLAND	12	12	11	91.7%
SOUTH CAROLINA	357	352	347	98.6%
SOUTH DAKOTA	424	406	415	102.2%
TENNESSEE	398	397	396	99.7%
TEXAS	776	652	693	106.3%
UTAH	85	78	80	102.6%
VERMONT	77	77	77	100.0%
VIRGIN ISLAND	18	18	17	94.4%
VIRGINIA	283	266	278	104.5%
WASHINGTON	317	304	306	100.7%
WEST VIRGINIA	250	232	225	97.0%
WISCONSIN	512	487	501	102.9%
WYOMING	55	51	49	96.1%
NATIONAL TOTAL	16,404	15,396	15,604	101.4%

Attachment 5 - Annual Fin. Reviews

FY 2009 ACTUAL BUDGETS (Due in FY 2010)
As Of September 30, 2010

STATES	DUE	RECEIVED	REVIEWED	%
ALABAMA	466	447	231	51.7%
ALASKA	32	32	28	87.5%
ARIZONA	106	90	48	53.3%
ARKANSAS	352	341	293	85.9%
CALIFORNIA	451	411	180	43.8%
COLORADO	138	119	7	5.9%
CONNECTICUT	63	63	32	50.8%
DELAWARE	53	51	5	9.8%
FLORIDA	443	436	427	97.9%
GEORGIA	445	434	426	98.2%
HAWAII	19	18	16	88.9%
IDAHO	173	168	150	89.3%
ILLINOIS	581	579	564	97.4%
INDIANA	540	502	420	83.7%
IOWA	489	483	480	99.4%
KANSAS	344	306	135	44.1%
KENTUCKY	434	420	382	91.0%
LOUISIANA	378	377	370	98.1%
MAINE	334	317	103	32.5%
MARYLAND	160	156	79	50.6%
MASSACHUSETTS	64	60	30	50.0%
MICHIGAN	567	563	441	78.3%
MINNESOTA	558	538	442	82.2%
MISSISSIPPI	489	476	460	96.6%
MISSOURI	714	673	551	81.9%
MONTANA	149	131	87	66.4%
NEBRASKA	234	222	192	86.5%
NEVADA	65	58	28	48.3%
NEW HAMPSHIRE	85	85	75	88.2%
NEW JERSEY	72	70	29	41.4%
NEW MEXICO	104	98	96	98.0%
NEW YORK	438	431	352	81.7%
NORTH CAROLINA	566	565	533	94.3%
NORTH DAKOTA	195	186	169	90.9%
OHIO	383	371	162	43.7%
OKLAHOMA	282	262	214	81.7%
OREGON	190	170	126	74.1%
PENNSYLVANIA	303	284	158	55.6%
PUERTO RICO	105	100	64	64.0%
RHODE ISLAND	12	11	3	27.3%
SOUTH CAROLINA	297	281	203	72.2%
SOUTH DAKOTA	388	371	321	86.5%
TENNESSEE	356	350	352	100.6%
TEXAS	735	620	119	19.2%
UTAH	82	71	50	70.4%
VERMONT	70	70	66	94.3%
VIRGIN ISLAND	19	19	18	94.7%
VIRGINIA	241	230	132	57.4%
WASHINGTON	284	270	164	60.7%
WEST VIRGINIA	233	208	182	87.5%
WISCONSIN	470	451	422	93.6%
WYOMING	51	44	36	81.8%
NATIONAL TOTAL	14,802	14,089	10,653	75.6%

ANNUAL PHYSICAL INSPECTIONS DUE IN FY 2010

As Of September 30, 2010

STATES	DUE	COMPLETED	%
ALABAMA	73	40	54.8%
ALASKA	23	16	69.6%
ARIZONA	28	22	78.6%
ARKANSAS	78	50	64.1%
CALIFORNIA	14	6	42.9%
COLORADO	75	71	94.7%
CONNECTICUT	0	0	N/A
DELAWARE	6	5	83.3%
FLORIDA	115	103	89.6%
GEORGIA	199	199	100.0%
HAWAII	0	0	N/A
IDAHO	47	45	95.7%
ILLINOIS	69	68	98.6%
INDIANA	170	85	50.0%
IOWA	53	35	66.0%
KANSAS	39	33	84.6%
KENTUCKY	31	16	51.6%
LOUISIANA	135	135	100.0%
MAINE	93	89	95.7%
MARYLAND	23	19	82.6%
MASSACHUSETTS	0	0	N/A
MICHIGAN	224	187	83.5%
MINNESOTA	119	59	49.6%
MISSISSIPPI	166	155	93.4%
MISSOURI	89	57	64.0%
MONTANA	9	4	44.4%
NEBRASKA	38	36	94.7%
NEVADA	24	9	37.5%
NEW HAMPSHIRE	6	0	0.0%
NEW JERSEY	5	2	40.0%
NEW MEXICO	63	63	100.0%
NEW YORK	81	43	53.1%
NORTH CAROLINA	60	53	88.3%
NORTH DAKOTA	56	52	92.9%
OHIO	145	104	71.7%
OKLAHOMA	102	75	73.5%
OREGON	65	36	55.4%
PENNSYLVANIA	37	33	89.2%
PUERTO RICO	52	43	82.7%
RHODE ISLAND	0	0	N/A
SOUTH CAROLINA	114	109	95.6%
SOUTH DAKOTA	24	20	83.3%
TENNESSEE	186	186	100.0%
TEXAS	194	159	82.0%
UTAH	3	0	0.0%
VERMONT	0	0	N/A
VIRGIN ISLAND	0	0	N/A
VIRGINIA	13	1	7.7%
WASHINGTON	91	77	84.6%
WEST VIRGINIA	28	13	46.4%
WISCONSIN	34	30	88.2%
WYOMING	18	10	55.6%
NATIONAL TOTAL	3,317	2,653	80.0%

SUPERVISORY VISITS DUE IN FY 2010
As Of September 30, 2010

STATES	DUE	COMPLETED	%
ALABAMA	137	71	51.8%
ALASKA	16	13	81.3%
ARIZONA	43	29	67.4%
ARKANSAS	137	110	80.3%
CALIFORNIA	178	119	66.9%
COLORADO	63	61	96.8%
CONNECTICUT	20	11	55.0%
DELAWARE	25	24	96.0%
FLORIDA	128	107	83.6%
GEORGIA	146	145	99.3%
HAWAII	11	4	36.4%
IDAHO	67	62	92.5%
ILLINOIS	179	177	98.9%
INDIANA	163	94	57.7%
IOWA	185	180	97.3%
KANSAS	137	55	40.1%
KENTUCKY	140	124	88.6%
LOUISIANA	135	133	98.5%
MAINE	119	110	92.4%
MARYLAND	52	36	69.2%
MASSACHUSETTS	23	9	39.1%
MICHIGAN	165	158	95.8%
MINNESOTA	186	108	58.1%
MISSISSIPPI	124	96	77.4%
MISSOURI	233	199	85.4%
MONTANA	47	45	95.7%
NEBRASKA	77	75	97.4%
NEVADA	10	2	20.0%
NEW HAMPSHIRE	30	26	86.7%
NEW JERSEY	21	4	19.0%
NEW MEXICO	33	30	90.9%
NEW YORK	147	129	87.8%
NORTH CAROLINA	196	185	94.4%
NORTH DAKOTA	53	46	86.8%
OHIO	117	110	94.0%
OKLAHOMA	89	77	86.5%
OREGON	38	14	36.8%
PENNSYLVANIA	111	95	85.6%
PUERTO RICO	43	27	62.8%
RHODE ISLAND	4	2	50.0%
SOUTH CAROLINA	107	101	94.4%
SOUTH DAKOTA	126	123	97.6%
TENNESSEE	115	115	100.0%
TEXAS	223	163	73.1%
UTAH	32	24	75.0%
VERMONT	40	37	92.5%
VIRGIN ISLAND	8	8	100.0%
VIRGINIA	69	40	58.0%
WASHINGTON	89	85	95.5%
WEST VIRGINIA	60	35	58.3%
WISCONSIN	138	138	100.0%
WYOMING	12	8	66.7%
NATIONAL TOTAL	4,847	3,979	82.1%

S/O OVERSIGHT OF SUPERVISORY VISITS COMPLETED IN FY 2010

As of September 30, 2010

STATES	# SV COMPLETED	# S/O REQUIRED	S/O REVIEWED	Status
ALABAMA	71	4	0	Not Completed
ALASKA	13	1	13	Completed
ARIZONA	29	1	4	Completed
ARKANSAS	110	6	23	Completed
CALIFORNIA	119	6	1	Not Completed
COLORADO	61	3	5	Completed
CONNECTICUT	11	1	2	Completed
DELAWARE	24	1	2	Completed
FLORIDA	107	5	91	Completed
GEORGIA	145	7	45	Completed
HAWAII	4	0	0	Not Completed
IDAHO	62	3	4	Completed
ILLINOIS	177	9	4	Not Completed
INDIANA	94	5	5	Completed
IOWA	180	9	5	Not Completed
KANSAS	55	3	0	Not Completed
KENTUCKY	124	6	6	Not Completed
LOUISIANA	133	7	11	Completed
MAINE	110	6	3	Not Completed
MARYLAND	36	2	3	Completed
MASSACHUSETTS	9	0	3	Completed
MICHIGAN	158	8	0	Not Completed
MINNESOTA	108	5	1	Not Completed
MISSISSIPPI	96	5	0	Not Completed
MISSOURI	199	10	0	Not Completed
MONTANA	45	2	3	Completed
NEBRASKA	75	4	2	Not Completed
NEVADA	2	0	0	Not Completed
NEW HAMPSHIRE	26	1	5	Completed
NEW JERSEY	4	0	1	Completed
NEW MEXICO	30	2	21	Completed
NEW YORK	129	6	0	Not Completed
NORTH CAROLINA	185	9	15	Completed
NORTH DAKOTA	46	2	0	Not Completed
OHIO	110	6	6	Completed
OKLAHOMA	77	4	9	Completed
OREGON	14	1	1	Completed
PENNSYLVANIA	95	5	0	Not Completed
PUERTO RICO	27	1	0	Not Completed
RHODE ISLAND	2	0	0	Not Completed
SOUTH CAROLINA	101	5	16	Completed
SOUTH DAKOTA	123	6	0	Not Completed
TENNESSEE	115	6	1	Not Completed
TEXAS	163	8	0	Not Completed
UTAH	24	1	0	Not Completed
VERMONT	37	2	2	Completed
VIRGIN ISLAND	8	0	0	Not Completed
VIRGINIA	40	2	1	Not Completed
WASHINGTON	85	4	0	Not Completed
WEST VIRGINIA	35	2	0	Not Completed
WISCONSIN	138	7	0	Not Completed
WYOMING	8	0	0	Not Completed
NATIONAL TOTAL	3,979	199	314	

FY 2010 - OVERALL SERVICING PERFORMANCE
As Of September 30, 2010

STATES	Operating Budgets	Actual Budgets	Annual Phy. Insp.	Super. Visit	Overall Ave.
ALABAMA	98.3%	51.7%	54.8%	51.8%	64.2%
ALASKA	97.4%	87.5%	69.6%	81.3%	83.9%
ARIZONA	108.3%	53.3%	78.6%	67.4%	76.9%
ARKANSAS	101.7%	85.9%	64.1%	80.3%	83.0%
CALIFORNIA	98.1%	43.8%	42.9%	66.9%	62.9%
COLORADO	99.3%	5.9%	94.7%	96.8%	74.2%
CONNECTICUT	100.0%	50.8%	N/A	55.0%	68.6%
DELAWARE	98.2%	9.8%	83.3%	96.0%	71.8%
FLORIDA	100.0%	97.9%	89.6%	83.6%	92.8%
GEORGIA	102.0%	98.2%	100.0%	99.3%	99.9%
HAWAII*	100.0%	88.9%	N/A	36.4%	75.1%
IDAHO	100.0%	89.3%	95.7%	92.5%	94.4%
ILLINOIS	101.3%	97.4%	98.6%	98.9%	99.0%
INDIANA	102.2%	83.7%	50.0%	57.7%	73.4%
IOWA	99.8%	99.4%	66.0%	97.3%	90.6%
KANSAS	109.4%	44.1%	84.6%	40.1%	69.6%
KENTUCKY	100.9%	91.0%	51.6%	88.6%	83.0%
LOUISIANA	114.1%	98.1%	100.0%	98.5%	102.7%
MAINE	102.0%	32.5%	95.7%	92.4%	80.7%
MARYLAND	100.6%	50.6%	82.6%	69.2%	75.8%
MASSACHUSETTS	103.2%	50.0%	N/A	39.1%	64.1%
MICHIGAN	103.0%	78.3%	83.5%	95.8%	90.2%
MINNESOTA	91.4%	82.2%	49.6%	58.1%	70.3%
MISSISSIPPI	99.0%	96.6%	93.4%	77.4%	91.6%
MISSOURI	102.0%	81.9%	64.0%	85.4%	83.3%
MONTANA	105.0%	66.4%	44.4%	95.7%	77.9%
NEBRASKA	102.0%	86.5%	94.7%	97.4%	95.2%
NEVADA	108.2%	48.3%	37.5%	20.0%	53.5%
NEW HAMPSHIRE	98.9%	88.2%	0.0%	86.7%	68.4%
NEW JERSEY	88.2%	41.4%	40.0%	19.0%	47.2%
NEW MEXICO	99.1%	98.0%	100.0%	90.9%	97.0%
NEW YORK	99.6%	81.7%	53.1%	87.8%	80.5%
NORTH CAROLINA	98.4%	94.3%	88.3%	94.4%	93.9%
NORTH DAKOTA	103.4%	90.9%	92.9%	86.8%	93.5%
OHIO	100.7%	43.7%	71.7%	94.0%	77.5%
OKLAHOMA	103.7%	81.7%	73.5%	86.5%	86.4%
OREGON	113.3%	74.1%	55.4%	36.8%	69.9%
PENNSYLVANIA	103.0%	55.6%	89.2%	85.6%	83.4%
PUERTO RICO	98.2%	64.0%	82.7%	62.8%	76.9%
RHODE ISLAND	91.7%	27.3%	N/A	50.0%	56.3%
SOUTH CAROLINA	98.6%	72.2%	95.6%	94.4%	90.2%
SOUTH DAKOTA	102.2%	86.5%	83.3%	97.6%	92.4%
TENNESSEE	99.7%	100.6%	100.0%	100.0%	100.1%
TEXAS	106.3%	19.2%	82.0%	73.1%	70.1%
UTAH	102.6%	70.4%	0.0%	75.0%	62.0%
VERMONT	100.0%	94.3%	N/A	92.5%	95.6%
VIRGIN ISLAND	94.4%	94.7%	N/A	100.0%	96.4%
VIRGINIA	104.5%	57.4%	7.7%	58.0%	75.9%
WASHINGTON	100.7%	60.7%	84.6%	95.5%	85.4%
WEST VIRGINIA	97.0%	87.5%	46.4%	58.3%	72.3%
WISCONSIN	102.9%	93.6%	88.2%	100.0%	96.2%
WYOMING	96.1%	81.8%	55.6%	66.7%	75.0%
NATIONAL TOTAL	101.4%	75.6%	80.0%	82.1%	84.8%

January 7, 2011

TO: State Directors
Rural Development

ATTN: Multi-Family Housing Program Directors, Coordinators,
Specialists, State Architects, and Construction Analysts

FROM: Tammye H. Treviño *(Signed by Tammye H. Treviño)*
Administrator
Housing and Community Facilities Programs

SUBJECT: Guidance on the CNA Process

Introduction

This 2010 Unnumbered Letter (UL) provides guidance on the Rural Development Capital Needs Assessment (CNA) process. This guidance is comprised of nine main sections: 1) References to CNA in [7 C.F.R. Part 3560](#) and the Handbooks; 2) [Contract Addendum](#); 3) [Requirements and Statement of Work for a CNA](#); 4) [The CNA Review Process](#); 5) Revising a CNA; 6) [Guidance for the Multi-Family Housing \(MFH\) Property Owner Regarding Contracting for a CNA](#); 7) [Updating a CNA](#); 8) [Incorporating a Property's Rehabilitation into a CNA](#); and 9) [Repair and Replacement Schedule](#). There are nine attachments to this UL, Attachments [A](#), [B](#), [C](#), [D](#), [E](#), [F](#), [G](#), [H](#), and [I](#). The information in this Unnumbered Letter should be made available to property owners involved in a CNA as well as CNA Providers.

1. References to CNA in 7 CFR Part 3560 and the Handbooks

A comprehensive list of references to a Capital Needs Assessment, or CNA, found in 7 CFR Part 3560, HB-1-3560, HB-2-3560, and HB-3-3560 is found in [Attachment A, References to Capital Needs Assessment \(CNA\) in 7 CFR Part 3560 and Handbooks](#). These references include information on situations for which a CNA is required, suggested uses of a CNA, general requirements for a CNA, sources of funding for a CNA, and situations in which a CNA may be performed by Rural Development (RD).

EXPIRATION DATE:
December 31, 2011

FILING INSTRUCTIONS:
Housing Programs

2. Contract Addendum

Rural Development's Contract Addendum can be found in [Attachment B, Addendum to Capital Needs Assessment Contract](#). The suggested addendum should accompany all contracts executed between the owner and CNA Provider. If the suggested addendum is not used, it is acceptable to use a different format as long as the contents remain the same. For any conflicts that may arise between the "Contract" or "Contract Addendum", the "Contract Addendum" will supersede. The Contract Addendum identifies the responsibilities and requirements for both the property owner and the CNA Provider. There are several parts to the Addendum that warrant added emphasis to assure proper completion of the contract document. First, the Addendum will include blank spaces for the contract base amount for the CNA Provider's cost for services and spaces for an itemized listing of additional services and their costs that can be anticipated for future updates and revisions that would be required if the CNA ages out of the 1 year time frame. This new cost information is located on B-2. Second, there are blanks for the [contract amount](#), and [selection boxes](#) for the type of CNA to be provided shown on B-4 . Third, on page [B-6](#), the preferred language for the blank on "report format" is: "[USDA RD CNA Template](#), current RD version, in Microsoft Excel format". This will provide Rural Development with a format that will import directly into the underwriting template for loan underwriting purposes. Fourth, the Contract Addendum, Attachment B, is revised for the CNA Provider to itemize, price information for any possible future adjustments to the CNA that may arise.

3. Requirements and Statement of Work for a CNA

Rural Development's requirements for a CNA can be found in [Attachment C, Capital Needs Assessment Statement of Work](#), and [Attachment D, Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator](#).

[Attachment C, Capital Needs Assessment Statement of Work](#) (CNA SOW), states that a CNA should be prepared in accordance with [Attachment D, Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator](#). To resolve any inconsistency in the two documents, [Capital Needs Assessment Statement of Work](#) will in all cases prevail over the [Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator](#). For example, on page [D-2](#) of Attachment D, Fannie Mae defines the "term" as "term of the mortgage and two years beyond". For USDA, the "term" will be 20 years, as defined in the CNA SOW. The [Addendum to Capital Needs Assessment Contract](#) is consistent with the [Capital Needs Assessment Statement of Work](#).

Attachment C includes the required qualifications for the CNA Provider, the required scope of work for a CNA assignment, and general distribution and review instructions to the CNA Provider. To be acceptable to Rural Development, a contract for a CNA between the property owner and the CNA Provider should include Attachment C.

[Attachment D, Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator](#), is a three-part document that was developed jointly by Fannie Mae and On-Site Insight, Inc. Rural Development has permission from both to use this guidance. However, On-Site Insight has placed restrictions on Rural Development's use of the document to the revitalization demonstration program. Please note the restrictive use language on the cover page of the guidance to the property evaluator. [Attachment D](#) has three components: 1) guidance to the property evaluator; 2) expected useful life tables; and 3) a set of forms. The guidance to the property evaluator includes general instructions on the scope of work for a CNA report and specific instructions on how to use the expected useful life tables and the set of forms. There are three types of forms: 1) Terms of Reference form; 2) Systems and Conditions forms; and 3) Evaluator's Summary forms.

[Attachment E, Accessibility Laws and Requirements](#), outlines the federal accessibility laws, regulations, and standards that apply to Section 515 and Section 514/516 Multi-Family Housing properties. The CNA Provider should use Attachment E as a guide in assessment of how the property meets the requirements for accessibility to persons with disabilities. The CNA report should include any actions and estimated costs necessary to correct deficiencies in order for the property to comply with applicable federal, state, and local laws and requirements on accessibility. The report should also include an opinion based on the adequacy of a current, approved transition plan for the property. [Attachment F, Existing Property Accessibility Checklist](#), contains general information in checklist format that will help the CNA Provider comply with these requirements. For example, a transition plan that does not address any of the deficiencies listed in Attachment F or is outdated, is not adequate, and Attachment F should be used to indicate necessary corrections to the property. An up-to-date transition plan that addresses all accessibility deficiencies of the property, within a reasonable duration, would be adequate. It is the responsibility of the Provider to inspect and verify whether all accessibility features are compliant. The checklist is intended as a general guide and NOT intended to cover every aspect of accessibility (which may vary depending on site location). The Uniform Federal Accessibility Standards (UFAS) paragraph references are **bolded** and guideline language *italicized*[11]. It should be understood that relevant information was extracted from the UFAS and paraphrased but not necessarily quoted verbatim. [Attachment G, Accessibility Requirements for Rural Development Financed Existing Multi-Family Housing \(Supplemental Questions & Answers\)](#), provides "Frequently Asked Questions" on accessibility for RD MFH Program properties, which may be helpful to the CNA Provider.

4. The CNA Review Process

A CNA used by Rural Development will be reviewed by a designated CNA Reviewer in the Rural Development Office. The CNA Reviewer should be an architect, construction analyst, appraiser, or other staff member with education, training, and experience in construction, rehabilitation, and repair of Multi-Family Housing (MFH) properties, especially as it relates to costs.

A CNA report must be obtained by the property owner from a third party CNA Provider that has no identity of interest, as defined in 7 [CFR Part 3560](#), unless the CNA is performed by Rural Development in accordance with RD Form 3560-11, “MFH Physical Inspections”. The property owner will contract with the CNA Provider and is therefore the client of the provider. However, the owner should consult with Rural Development before contracting with a CNA Provider. (See the following section of this UL, [Guidance for the MFH Property Owner Regarding Contracting for a CNA](#), along with the [Contract Addendum](#) referenced as Attachment B). The Rural Development CNA Reviewer will use [Attachment H, Capital Needs Assessment Guidance to the Reviewer](#), to evaluate a proposed agreement or engagement letter between the owner and a CNA Provider.

As noted earlier, [Attachment B, Addendum to Capital Needs Assessment Contract](#), should be made a part of the contract. The CNA Reviewer will also review the cost of the CNA contract. The proposed fee for the CNA must be approved as an eligible housing project expense under 7 CFR 3560.103 (c). for the agreement to be acceptable. The Agency’s procurement policies for a CNA service contract must be understood by all parties. If the CNA is funded by the property’s reserve account, a minimum of two bids is required if the contract amount exceeds \$3500, in accordance with [HB-2-3560](#), Chapter 4, section 4.17-B. If the contract is funded by another source, or will be under \$3500, a single bid is acceptable. However, the Agency recommends multiple bids in all cases. There is no Agency requirement to select the “low bidder” and the owner may select a CNA Provider based on qualifications, as well as price after reviewing references and past work.

If the proposed agreement is acceptable, the reviewer should advise the appropriate Rural Development official, who will in turn, inform the owner. If the proposed agreement is unacceptable, the reviewer must write a letter to the owner or directly to the CNA Provider. Additionally, copy must be sent to the owner that identifies actions necessary to make the proposed agreement acceptable to Rural Development. If the proposed provider satisfactorily corrects the proposed agreement, the reviewer should advise the appropriate Rural Development official that the agreement should be accepted.

Preliminary and final versions of the CNA report are subject to review by Rural Development. The CNA Reviewer will review a preliminary CNA report delivered to Rural Development by the CNA Provider. The reviewer should use [Attachment H, Capital Needs Assessment Guidance to the Reviewer](#), which includes a checklist, to review the preliminary CNA report and [Attachment I, Sample Capital Needs Assessment Review Report](#), to write the preliminary CNA review report. [The preliminary CNA review report will be delivered to the Rural Development loan official. The CNA Reviewer and the loan official should discuss the reviewer’s conclusions.](#) The loan official will then notify the owner in writing of any revisions that are necessary to make the CNA report acceptable to Rural Development. The CNA Provider should deliver a final CNA report to Rural Development. The CNA Reviewer must review the

final CNA report to determine that the necessary revisions have been made and that the report is acceptable to Rural Development. The reviewer must write a final CNA review report and deliver it to the loan official. At this time, the CNA Reviewer and loan official should review the CNA together, to make sure the loan official understands the CNA requirements. If differences of opinions exist at this time, they should be addressed before the final CNA review report is delivered to the owner. To further support this discussion between the CNA Reviewer and loan official, the final CNA review report is to be signed by both the CNA Reviewer and the loan official.

During the CNA review process, the CNA Reviewer should consult with the field office most familiar with the property. Their input and knowledge of the property may be useful during the review of the CNA. The CNA review checklist now includes spaces for the CNA Reviewer and Loan Underwriter to sign the final report, approving it for Rural Development. This becomes the “accepted” CNA indicating the actual condition of the property at the time of the CNA inspection – a “snapshot” in time – and will be marked “Current Property Condition”.

5. Revising a CNA (applies to “as-is” and “Post-Rehab”)

During the loan underwriting process, it is possible that changes to the “accepted” CNA will need to be made by Rural Development to address financing issues. The Loan Underwriter and the CNA Reviewer will work together to determine necessary changes that meet the financial and physical needs of the property to the best of their abilities. These may involve shifting individual repair line items within the CNA, moving work from year to year, or other adjustments that will improve cash flow. The revised CNA will be maintained by Rural Development as documentation of how loan underwriting was prepared, and used in the future as the anticipated schedule of replacements. The initial “as-is” and/or “post rehab” CNA, prepared by the CNA Provider, will be maintained as an independent third party record of the current condition of the property at the beginning of the twenty year cycle. CNAs will be maintained in the case file, clearly marked as either “Current Property Condition” (“as-is”), “Post Rehab Condition” “Revised Underwriting / Replacement Schedule”, or any of the above as applicable. (There may be cases when the CNA prepared by the CNA Provider is not revised, and is used for underwriting purposes.) Note: The CNA Provider is not the appropriate party to “revise” a CNA during the underwriting process (A CNA which has already been approved by the Owner and Provider, and concurrence by the Agency). The CNA Provider’s independent opinion was the basis of the “as is” or “Post Rehab” CNA. The CNA developed for underwriting may only be revised by Rural Development staff.

6. Guidance for the MFH Property Owner Regarding Contracting for a CNA

Rural Development State Offices have resources for finding CNA Providers. Rural Development Offices in each State that maintain a directory of CNA Providers, can forward that information to the MFH property owner at the time a CNA is to be contracted. The property owner is not required to use a CNA Provider from the State directory. Rural Development in no way guarantees the performance of the CNA Providers listed in their respective directories.

Property owners are advised to request an information package from several CNA Providers and to evaluate the information in order to select a provider. The information package should include a list of qualifications, a list of references, a client list, and a sample CNA report. It is the responsibility of the owner to select a suitable provider for this service.

[Attachment B, Contract Addendum](#) should be submitted to Rural Development with the contract, and signed by Owner and CNA Provider. The property owner's proposed agreement with a CNA Provider must be consistent with Rural Development's requirements for the qualifications of the provider and CNA scope of work, as specified in [Attachment C, Capital Needs Assessment Statement of Work](#). Rural Development should review the proposed agreement between the owner and the CNA provider, and concur if all requirements and conditions are met. (See the previous section of this UL, [The CNA Review Process](#).)

7. Updating a CNA (applies to "as-is" and "Post-Rehab")

Rural Development has used CNAs several years now, and some owners have requested a CNA in advance of applying for the revitalization demonstration program. A CNA should include accurate cost estimates for Rural Development loan underwriting. The policy to score points during the pre-application process for an existing CNA must comply with the Notice of Solicitation Availability for the revitalization demonstration program. A complete new CNA is not required at the time of application. When a CNA is completed by the CNA Provider, if it is more than a year old at the time of Rural Development review and approval of the CNA, it must be "updated" prior to Rural Development approving the CNA. Likewise, if at the time of Underwriting the CNA is more than a year old (less than two years old), it must be updated. Both of these criteria should be met. If an application is not selected for processing within a year, the original CNA should be updated prior to Rural Development approval.

When "updating" a CNA, the CNA Provider should review property changes (repairs, improvements, or failures) with the owner, review costs and quantities, and submit a revised CNA. However, if the site visit for the CNA occurred more than two years prior to the Underwriting, the CNA Provider should perform a new site visit as a part of revising the CNA. *The cost of updating a CNA should be included, as "additional services" subpart, of the*

original contract. The CNA Provider shall provide an itemized list, with associated unit costs, for tasks to be performed in the event of any future updates or revisions. Once the CNA has been updated, the CNA Provider will make a statement noting “This is an updated CNA of the earlier CNA dated _____” at the beginning of the CNA’s Narrative section. The CNA Provider should reprint the CNA with a new date for the updated CNA, and provide a new electronic copy to the owner and Rural Development.

Please note, It is in the Owner’s best interest to furnish the CNA Provider with the most current and up-to-date property information that can help the CNA Provider furnish a more comprehensive and thorough report to the Owner. It is recommended that the Owner provide a means to conduct a pre-inspection meeting with the Owner, Property Manager, persons familiar with the property, CNA Provider, and Agency Representatives at the site. This meeting will allow a forum for discussion in which specific details about the property may be discussed that may not be readily apparent to all parties involved during the review process, as well as make physical observations on-site. Certain issues that may not be evident to the CNA Provider due to certain weather conditions at the time of review can be discussed and included in the report. Additionally, other issues that may need to be addressed include environmental hazards, structural defects, as well as complex accessibility issues.

This pre-inspection meeting also allows the CNA Provider to discuss with the Owner total number of units to be inspected, as well as the specific units being inspected. It has been found that the larger number of units inspected during the CNA review, the result will be more accurate reserve account balances for specific line items over the “term”. The minimum number of units required for inspection by the Agency for a CNA is 50%. However, the Owner is encouraged to negotiate with the CNA Provider to achieve inspection of all units, contributing to a more accurate CNA. The ultimate goal for the Owner and CNA Provider, as well as the Agency, is to produce the most accurate “baseline or snapshot” of current physical property conditions for use as a tool in projecting future reserve account needs.

8. Incorporating a Property’s Rehabilitation into a CNA

A CNA provides a repair schedule for the property, indicating repairs and replacements necessary for a property to function properly and efficiently over a span of 20 years. It is not an estimate of existing rehabilitation needs, or an estimate of rehabilitation costs. If a rehabilitation of a MFH development is planned, the rehabilitation repair list (also called a “Scope of Work”) should be developed outside the CNA. A copy of the rehabilitation repair list should be provided to the CNA Provider. This rehabilitation repair list may be developed by the owner, a project architect, or an outside party (such as the CNA Provider) hired by the owner. The CNA Provider should prepare an “as is” CNA, based on existing conditions of the property. Then, if requested by the owner and approved by Rural Development, the CNA Provider shall prepare a “post

rehab” CNA indicating what repairs are planned for the property in the coming 20 years based on conditions after the rehabilitation is completed. Items to be replaced during rehabilitation, such as appliances, that will need to be replaced again during the 20 years will be included in the “Post Rehab” CNA. Items, such as a new roof, that will not need replacement during the coming 20 years will not be calculated in the “Post Rehab” CNA. The line item should not be removed from the CNA, but no data input will be necessary until an updated CNA is required.

The owner should provide the cost information on the rehabilitation. Initially, this may be a rough estimate of the costs and the work expected. Between approval of the CNA and underwriting, the owner should provide more accurate rehabilitation cost estimates to Rural Development, from a project architect, cost estimator, or preferably from actual bids for the work.

Repair line items cannot be taken from the CNA to develop the rehabilitation cost as these costs will not be accurate. The repair costs in a CNA are based on “probable costs” for the property to have selected items replaced. Typically, these costs include the labor, materials, overhead and profit. For example, for CNA purposes, it’s the probable cost to send a repairman out, remove an appliance, and put a new one in its place. No other “soft costs” are included. In rehabilitation cost estimates, typically a general contractor is hired to oversee and supervise the work, which is considered a “soft cost”. The cost of a rehabilitation includes the costs for that general contractor, his general requirements, the cost of a project architect (if one is used), tenant relocation (if needed), interim financing (if used), which are soft costs. A CNA cannot be used to get accurate cost data for a rehabilitation project as most CNA activities do not include “soft costs”.

9. Repair and Replacement Schedule

A CNA is not a formal repair and replacement schedule, and cannot be used for an exact replacement schedule. A CNA is an estimate of the anticipated replacement needs for the property over time and their costs. If refrigerators are replaced in a rehabilitation, and have an Estimated Useful Life of 15 years, all refrigerators should not be replaced in year 15. If good quality equipment was purchased initially, they might last longer. If a refrigerator dies in year 13 and needs to be replaced, the tenant will not be forced to wait two years for a replacement refrigerator. The goal of a CNA is not to set the replacement times, it is to have funds available to replace equipment as it is needed. Hopefully, materials will be well maintained and last longer than estimated in the CNA. However, the CNA cannot be used to mandate replacement times for all building components.

Training Tool

Program Support Staff in the National Office developed a Power Point presentation that can be used to train staff, CNA Providers, or owners/managers on the CNA process. This presentation is posted to the Internet on <http://www.rurdev.usda.gov/rhs/mfh/MPR/MPRHome.htm>. Please contact William Downs (202-720-1499) william.downs@wdc.usda.gov, Meghan Walsh (202-205-9590) meghan@walsh@wdc.usda.gov or Michel Mitias (800-548-0071, x142) michel.mitias@wdc.usda.gov if you have questions on the presentation.

Handbook Updates

A Procedure Notice that will incorporate this guidance into one of the 3560 Handbooks is planned. Handbook procedures regarding the CNA process will be revised over time as Rural Development continues to learn how to improve it. At this time, all CNAs performed that are deemed necessary in accordance with [7 CFR part 3560](#) will need to follow these guidelines. Any suggestions, comments, or questions on the current guidelines should be directed to Carlton Jarratt, Senior Loan Specialist with the Office of Rental Housing Preservation at 804-287-1524 carlton.jarratt@wdc.usda.gov

REFERENCES TO CAPITAL NEEDS ASSESSMENT (CNA) IN 7 CFR PART 3560 AND HANDBOOKS

A comprehensive list of references to a Capital Needs Assessment, or CNA, found in 7 CFR [Part 3560, HB-1-3560, HB-2-3560, and HB-3-3560](#) follows. These references include information on situations for which a CNA is required, suggested uses of a CNA, general requirements for a CNA, sources of funding for a CNA, and requirements for a CNA performed by Rural Development. Each reference may not include the entire content. Refer to the source document for complete guidance.

[7 CFR Part 3560](#)

- 3560.11 – A definition of “Capital Needs Assessment” is included in the definitions section.
- 3560.103(c)(2) - A CNA is required if a borrower requests an increase in the project’s reserve replacement account. The cost of the CNA will be approved as an eligible project expense.
- 3560.103(c)(4) - Borrowers may request an increase in the amount contributed to and held in the reserve account, based on a CNA, as part of the annual budget process.
- 3560.103(c)(5) - Borrowers may request amendments to loan or grant documents to increase the amount contributed to and held in the reserve account, based on a CNA.
- 3560.306(j) - Rural Development may approve a change in the reserve account funding level, based on a CNA.
- 3560.406(d)(5) - A CNA is required to identify a project’s repair and rehabilitation needs in a transfer or a sale with an assumption of the Rural Development loan.
- 3560.656(e) - In the preservation process, when an incentive is developed, Rural Development must consider the project’s capital needs, based on a CNA.

[HB-1-3560, MFH Loan Origination Handbook](#)

- HB-1-3560, Ch. 3, ¶ 3.17(B) - A CNA prepared by the project architect and reviewed by the Agency State Architect or Engineer should be used to determine features and materials that may cost more initially, but reduce operations and maintenance costs over time.
- HB-1-3560, Ch. 4, Sec. 3, ¶ 4.18(C)(2) - A CNA should be included in a Stage I application as the basis for the annual contribution to the reserve account. The CNA will be reviewed to determine if the recommended reserves are sufficient to cover the projected capital needs.

[HB-2-3560, MFH Asset Management Handbook](#)

- HB-2-3560, Ch. 4, Sec. 3, ¶ 4.14 - Rural Development may approve a change in the reserve account funding level based on a CNA.
- HB-2-3560, Ch. 4, Sec. 4, ¶ 4.20(B) - The Loan Servicer will review the CNA, if available, to assess the borrower’s annual capital expenditure budget.

- HB-2-3560, Ch. 5, Sec. 2, ¶ 5.7, (A) *Capital Needs Assessment* – Capital Needs Assessment Overview
- HB-2-3560, Ch. 5, Sec. 2, ¶ 5.7, (B) *CNA* – General Criteria:
 - A CNA should be prepared at a reasonable cost by a qualified provider.
 - A CNA should be prepared according to accepted industry standards.
 - A CNA should include the detailed items listed on Form RD 3560-11, *MFH Physical Inspection Report*.
 - A CNA assessment period should be between 10 and 20 years.
 - Estimated repair and replacement costs and expected useful life spans of components/systems in a CNA should be based on nationally recognized data sources (e.g., RS Means *Repair and Remodeling Cost Data*).
- HB-2-3560, Ch. 5, Sec. 2, ¶ 5.7, *Capital Needs Assessment* – C. CNA required:
 - When ownership of the project is transferred;
 - When the loan is re-amortized;
 - When there is a write-down of the project loan; or
 - At the borrower's request.
- HB-2-3560, Ch. 5, Sec. 2, ¶ 5.7, (D) CNAs and a proposed, updated annual operating budget, including a revised capital plan and any proposed increase in contributions to replacement reserves and project rents, are submitted to the Field Office for Agency review.

[HB-3-3560, MFH Project Servicing Handbook](#)

- HB-3-3560, Exhibit 7-1; Summary of Key Approval Requirements by Type of Transfer. This chart explains under what circumstances a CNA should be conducted.
- HB-3-3560, Ch. 7 Sec. 5 ¶ 7.22 Physical Inspections - All transfers require completion of a CNA. For properties of nine units or more, a third party CNA is required. For properties with eight units or less, this requirement may be satisfied in either of the following ways:
 - A third party CNA.
 - The purchaser accepts Rural Development's published average CNA needs. For approved FY 2007 MPR Demonstration transactions, annual capital needs averaged \$1,110 per unit per year in 2007 dollars. For example, for an 8 unit project, underwritten in 2008, capital needs would be entered into the analytical template at \$9,146 per year each year for 20 years (8 x \$1,110 x 1.03 to account for inflation from 2007 to 2008). The analytical template would add inflation for years 2-20. The National Office may publish from time to time a revised per unit per year amount reflecting the average needs from recent CNAs. Based on this information, all transfers require re-sizing of the reserve balance (i.e., a one-time additional deposit to the reserve may be required at the closing of the transfer) and resizing of the ongoing deposits (i.e., a higher ongoing deposit may be required), so that future major repairs and replacements can be funded solely from the reserve. The CNA includes an evaluation of any accessibility needs [7 CFR 3560.406(d)(9)] and must identify all immediate and long term repair and rehabilitation needs, see [7 CFR 3560.406(d)(5)].

- HB-3-3560, Attachment 7-B-1, Transfer Application Documents - The CNA will be reviewed by the Rural Development State Office Architect and may need to be revised or adjusted to conform with Rural Development program requirements. Final approval of the CNA must be provided by the Rural Development State Office Architect prior to final approval of the transfer. May be omitted for Deceased Borrower transfers (Paragraph 7.5 D).
- HB-3-3560, Attachment 7-E, Transfer Request Checklist – A CNA is a required document for a complete application submittal for Agency approval.

ADDENDUM
TO CAPITAL NEEDS ASSESSMENT CONTRACT

(Between Owner and CNA Provider)

This ADDENDUM to the CAPITAL NEEDS ASSESSMENT (CNA) CONTRACT between _____ (“CNA Provider”) and _____ (“Owner”) is entered into this ____ day of _____, 20__ (the “Effective Date”) for the property known as _____ (“Property”)

DEFINITIONS

“**Acceptance**” means the act of an authorized representative of the United States Department of Agriculture, Rural Development by which the representative approves the Agreement and this Addendum.

“**Agreement**” means the contract entered into between the Owner and the CNA Provider to provide a CNA of the property. It includes the original document entered into between the parties, this addendum, and any other document incorporated by the agreement.

“**CNA Report**” means a report in general conformance with the *Statement of Work* that is attached hereto and the *Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator*.

“**CNA Reviewer**” means a person assigned to review the CNA report on behalf of the U.S. Department of Agriculture, Rural Development.

“**CNA Provider**” means the person or entity entering into the Agreement with the Owner to perform all work required to provide a CNA of the property.

“**Owner**” means the person or persons who have or will have legal title and/or ownership of a property participating under the U.S. Department of Agriculture, Rural Development programs.

“**Program**” means any Multi-family Housing program administered by the U.S. Department of Agriculture, Rural Development.

“**Property**” means any structure(s), dwelling(s) and/or land that is the subject of any Multi-family Housing program administered by the U.S. Department of Agriculture, Rural Development, and for which a CNA is required by U.S. Department of Agriculture, Rural Development.

“**USDA RD**” means the United States Department of Agriculture, Rural Development.

“**Work**” means the *CNA Statement of Work* as attached hereto.

RECITALS

WHEREAS, the property known as _____ (“**Property**”) is included Program being administered by the USDA RD.

WHEREAS, as a condition of participating in the Program, the Owner is required to obtain a CNA for the property which has been prepared in accordance with the Statement of Work; Owner and CNA Provider must agree to a contract to prepare a CNA for the property.

WHEREAS, CNA Provider and Owner are parties to that certain CNA Contract, dated, _____, ____ (“**Agreement**”), pursuant to which Owner has retained the services of CNA Provider to provide a CNA for the Property for the base contract amount of \$ _____ and for itemized Additional Services as follows: (See listing inspection I.e below,) in the amount of \$ _____ per item or service. The total contract amount is \$ _____.

WHEREAS, the parties hereby wish to incorporate into the Agreement and its Exhibits certain additional provisions as set forth below.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following additional terms and conditions as follows:

ADDITIONS TO THE AGREEMENT

(Between Owner and CNA Provider)

I. OWNERS OBLIGATIONS -

a. SUBMISSION OF CONTRACT FOR CONCURRENCE BY USDA RD

Owner will promptly submit to USDA RD for review and concurrence a copy of the executed Agreement and this Addendum.

b. NOTIFICATION OF CONCURRENCE OF AGREEMENT BY USDA RD

Upon receiving notification from USDA RD of its concurrence of the Agreement, Owner will promptly furnish CNA Provider with evidence of this acceptance.

c. ACCESS TO THE PROPERTY

Owner shall allow CNA Provider and, if requested, the CNA Reviewer, complete, timely and unconditional access to the property and its premises for the purpose of conducting the inspections that are required for preparing the CNA.

d. FURNISHING PROPERTY INFORMATION

At least _____ (number) days prior to the commencement of the CNA inspection, Owner shall furnish to the CNA Provider all information on any recent and/or immediate planned capital improvements to the property, any recent and/or scheduled repairs, finalized maintenance schedules, and information on the existence of any known environmental hazards at the property. In addition, Owner shall provide any available information on any current “Transition Plan” or “**Self Evaluation**” addressing proposals for complying with any federal accessibility requirements and other matters relevant to the CNA Statement of Work.

Specific items the Owner should provide the CNA Provider include:

1. Contact information for the Owner’s representative at USDA RD (Name, address, telephone number, email address, etc.)
2. Building-by-building breakdown of units by bedroom count and type (i.e. garden, townhouse, fully accessible) to aid in selection of units at time of inspection
3. Any available plans or blueprints of development (as-built drawings preferred)
4. Listing of capital expenditures for the property over the past three to five years and maintenance expenditures over the last 12 months.
5. Maintenance logs to help identify any significant or systemic areas of concern.
6. Copies of invoices for any recently completed capital improvements and/or copies of quotes for any pending/planned capital improvements.
7. A valid/current Section 504 Accessibility Self Evaluation/Transition Plan (No more than three years old).
8. Any available capital/physical needs assessments (CNA’s/PNA’s) that were previously completed.
9. Any available structural or engineering studies that were previously completed.
10. Any available reports related to lead-based paint testing or other environmental hazards (i.e. asbestos, mold, underground storage tanks, etc.) that were previously completed and/or related certifications if environmental remediation has been completed.
11. Reports including but not limited to: local Health Department inspections, soils analysis, USDA’s last compliance review, or USDA’s last security inspection.
12. If the Owner certifies below that (a) 3rd party funds have been committed for use in the transaction for which the CNA is required; and (b) USDA RD has communicated its acceptance or acknowledgement of the availability of these funds (whether by an award of points in a portfolio revitalization program or otherwise); and (c) these funds are to be used towards a rehabilitation program at

the property, the Owner will provide the CNA Provider with a copy of the proposed rehabilitation scope and budget.

e. ADDITIONAL SERVICES

When a CNA exceeds the one year duration beyond the original acceptance date of the document, the report is required to be updated. The contract should designate anticipated tasks and costs that would be necessary to update or revise the CNA after the one year or two year time frames have been exceeded. The contract should include, at a minimum:

1. Identify property where update is required.
2. Itemized list of possible tasks to be performed to accomplish the update
 - Time and materials
 - Interviews
 - Document reviews (photos, construction documents, contracts, etc.)
 - Additional site visit as required (travel)
3. Associated unit costs for each task required for the CNA Update.

II. OWNER'S CERTIFICATIONS -

Owner hereby certifies as follows:

a. STATUS OF PROPOSED CNA (check correct box):

- Owner **has** received a **commitment** for 3rd party funding for the revitalization transaction for which application was made. **The CNA Provider will create the CNA based on existing conditions (“as is”)**. Owner is responsible for the scope of work and budget for the proposed rehabilitation of the property (typically obtained from a project architect), incorporating any requirements of the 3rd party lender. The CNA Provider will then revise their CNA based on the anticipated conditions (“post rehab”) of the property after the rehabilitation. Both CNAs will be provided to Rural Development.
- Owner **has requested or will request** 3rd party funds but has no commitment. (USDA RD will not award Owner points in the pre-application for 3rd party funds to be used towards the cost of revitalizing the property within the Multi-Family Housing Revitalization Demonstration Program unless funds are committed.) If Owner does not have a commitment of 3rd party funds, Owner agrees that it is within USDA RD’s sole discretion to determine whether the CNA Provider should consider any rehabilitation scope of work and budget for a “post rehabilitation” CNA after conducting a CNA based on the property’s “as is” condition. USDA RD will make such a determination on the likelihood of 3rd party funds being made available. CNA Provider should verify this decision with Rural Development prior to performing a “post rehabilitation” CNA.

- Owner does not anticipate 3rd party funds being utilized, or does not anticipate a rehabilitation at this time. In this case, the CNA Provider will conduct a normal review of the property, not including / anticipating any rehabilitation, and base the CNA on the existing conditions at the property.

NOTE: The Owner will not instruct the CNA Provider to perform a “post rehabilitation” CNA without approval from Rural Development.

b. AVAILABILITY

Owner shall be available to promptly discuss any draft or preliminary CNA Report with the CNA Provider and shall address in writing to the CNA Reviewer any desired revisions, comments or concerns the Owner may have relating to such Report.

c. ADDRESSING DEFICIENCIES

Owner shall promptly furnish to the CNA Provider the USDA RD’s CNA Review Report. Owner will discuss any deficiencies observed by the CNA Reviewer and request that the deficiencies be addressed within five (5) days. Should deficiencies not be addressed within five (5) working days, Owner may order the CNA Provider in writing to suspend, delay, or interrupt all or any part of the work under the Agreement that remains to be performed for such period of time until deficiencies identified by the CNA Reviewer have been satisfied.

d. PAYMENT

The Owner shall pay the CNA Provider 50% of the negotiated contract amount for the base CNA contract once the contract for CNA Services has been executed. If the owner chooses to include and pay for additional services from the CNA Provider exceeding the negotiated base CNA contract amount, then these services must be listed and the payment method addressed in the contract between the Owner and CNA Provider. If funds for additional services will be withdrawn from the reserve account, then 50% of the base contract amount along with the additional services will be paid once the contract for CNA Services has been executed..

Upon concurrence by the CNA Reviewer of the CNA Provider’s final Report (signature of Reviewer and Underwriter required), the Owner will promptly satisfy and pay the remaining 50% balance of the base contract amount and additional services if they are paid for out of the reserve account. Any remaining fees and/or dues owed to the CNA Provider pursuant to the terms of the Agreement will also be due upon the CNA Reviewer’s concurrence of the CNA Provider’s final report.. Other payments shall be subject to the schedule identified in the Agreement.

III. CNA PROVIDER’S OBLIGATIONS – (applies to “as-is” “updates” and “post rehab”)

a. CNA PROVIDER’S RESPONSIBILITY FOR WORK

The CNA Provider shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work as described in the Statement of Work, which is attached hereto. The format utilized for this report shall be _____. (Write in "USDA RD CNA Template in Microsoft Excel format" or similar electronic format.)

b. COMPLIANCE WITH STATEMENT OF WORK

CNA Provider will comply with the Statement of Work by creating and developing a CNA Report that will incorporate and meet all terms, conditions and requirements as set forth in the attached Statement of Work.

c. DELIVERY OF PRELIMINARY CNA REPORT

CNA Provider shall promptly provide to the Owner and USDA RD a preliminary CNA Report.

d. AVAILABILITY TO DISCUSS CNA REPORT FINDINGS

CNA Provider shall take any reasonable measures to be readily available to discuss and respond to any findings, concerns, comments, or revisions the CNA Reviewer may have regarding the preliminary CNA Report.

e. SUBMISSION OF FINAL CNA REPORT

After receipt of the CNA Reviewer's Report, the CNA Provider shall promptly provide the Owner and USDA RD with a finalized CNA Report. The finalized report will incorporate observations, comments and/or changes identified by the CNA Reviewer.

IV. CNA PROVIDER'S CERTIFICATIONS

CNA Provider hereby certifies as follows:

a. LICENSING AND COMPLIANCE

CNA Provider possesses valid and current licenses and certifications necessary to comply with the Statement of Work and as regulated by all applicable state, county, and/or local laws and/or ordinances.

b. CONFLICTS OF INTEREST

CNA Provider has no identity of interest as defined in 7 CFR part 3560 with Owner or Owner's property or the management agency / company for the property.

c. PROPERLY TRAINED

CNA Provider and any Provider personnel who will have actual responsibility for the property inspection and preparation of the CNA are properly trained and experienced in evaluating site and building systems, health and safety conditions, physical and structural conditions, environmental and accessibility conditions, and estimating costs for repairing, replacing and improving site and building components.

d. PROFESSIONALLY EXPERIENCED

CNA Provider and any Provider personnel who will have actual responsibility for the property inspection and preparation of the CNA are professionally experienced in preparing and providing CNA's for multifamily housing properties that are similar in scope and operation to those typically financed in USDA RD's Multi-Family Housing Program.

e. KNOWLEDGEABLE OF CODES

CNA Provider and any Provider personnel who will have actual responsibility for the property inspection and preparation of the CNA are knowledgeable about applicable site and building standards and codes, including federal, state and local requirements on environmental and accessibility issues.

f. DEBARMENT AND SUSPENSION

CNA Provider is not debarred or suspended from participating in Federally assisted programs and will comply with the requirements of 7 CFR part 3017 and 2 CFR part 417 or any successor regulation, pertaining to debarment or suspension of a person from participating in a Federal program or activity.

g. SIGNED CERTIFICATION

Include a written and signed certification by the CNA Provider that it meets all of the above qualifications for the proposed agreement with the property owner for CNA services. [The CNA Provider's execution of this Addendum will constitute its "written and signed certification" that it meets these qualifications.]

V. MISCELLANEOUS

a. USDA RD PROVISIONS

Upon request of the CNA Provider or Owner, USDA RD will make available pertinent project data such as the reserve replacements for the last 2-3 years, budget summary of the last two years, and copies of Physical Inspections and Supervisory visits for the property, if available.

b. ASSIGNMENT OF CONTRACT

CNA Provider shall not assign or transfer any interest in or performance of this Contract, without written authorization from the Owner and the USDA RD representative.

c. ENTIRE AGREEMENT

If there are inconsistencies between any provision in this Addendum and any provision in the Agreement, the provision in this Addendum shall govern. No oral statements or representations or prior written matter contradicting this instrument shall have any force and effect.

d. GOVERNING LAW

All matters pertaining to this Addendum (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the state of _____
(Location of the "Property")

e. HEADINGS

This Addendum shall be governed by and interpreted as part of the Agreement and its general terms and conditions.

f. TERMS AND CONDITIONS

Except as expressly stated herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned who are duly authorized to execute and enter into this Addendum, intending to be legally bound hereby, have executed this Addendum as of the date first written above.

Project: _____

Project Location: _____

Owner

CNA Provider

By its: _____
(title / position)

By its: _____
(title / position)

Concurred by:

The United States Department of Agriculture, Rural Development

Rural Development Representative

(title / position)

CAPITAL NEEDS ASSESSMENT STATEMENT OF WORK

Nature of the Work -

A Capital Needs Assessment (CNA) is a systematic assessment to determine a property's physical capital needs over the next 20 years based upon the observed current physical conditions of a property. The CNA report provides a year-by-year estimate of capital replacement costs over this 20-year period for use by the property owner and USDA Rural Development (RD) personnel in planning the reserve account for replacements and other funding to cover these costs.

Note: RD will use the CNA report as a key source of information about expected capital needs at the property and the timing of these needs. However, the CNA report is only an estimate of these needs and their timing. It should not be viewed as the formal schedule for actual replacement of capital items. Replacement of capital items should occur when components reach the end of their actual useful life, which may occur earlier or later than estimated in the CNA report.

Payment -

The Owner shall pay the CNA Provider 50% of the negotiated contract amount for the base CNA contract amount once the contract for CNA Services has been executed. If the owner chooses to include and pay for additional services from the CNA Provider exceeding the negotiated base CNA contract amount, then these services must be listed and the payment method addressed in the contract between the Owner and CNA Provider. If funds for additional services will be withdrawn from the reserve account, then 50% of the base contract amount along with the additional services will be paid once the contract for CNA Services has been executed.. Upon concurrence by the CNA Reviewer of the CNA Provider's final Report (signature of Reviewer and Underwriter required), the Owner will promptly satisfy and pay the remaining 50% balance of the base contract amount and additional services if they are paid for out of the reserve account. Any remaining fees and/or dues owed to the CNA Provider pursuant to the terms of the Agreement will also be due upon the CNA Reviewer's concurrence of the CNA Provider's final report.. Other payments shall be subject to the schedule identified in the Agreement

Qualifications -

The CNA Provider must:

1. Possess valid and current licenses and certifications necessary to comply with the Statement of Work and as regulated by all applicable state, county and / or local laws and / or ordinances.
2. Have no identity of interest as defined in [7 CFR part 3560](#), with Owner or Owner's property. An architectural firm performing a CNA which is also involved in the rehabilitation of the property would be considered an Identity of Interest. For example: the architect that performs the CNA assessment could overstate the conditions of the property in order to inflate the rehabilitation scope,

resulting in an increase to the architect's compensation which is typically a percentage of the construction costs.

3. Be properly trained and experienced in evaluating site and building systems, health and safety conditions, physical and structural conditions, environmental and accessibility conditions, and estimating costs for repairing, replacing, and improving site and building components. (This applies to the CNA Provider or any Provider personnel who will have actual responsibility for the property inspection and preparation of the CNA)
4. Be professionally experienced in preparing and providing CNAs for multi-family housing properties that are similar in scope and operation to those typically financed in USDA RD's Section 515 Program. (This applies to the CNA Provider or any Provider personnel who will have actual responsibility for the property inspection and preparation of the CNA)
5. Be knowledgeable about applicable site and building standards and codes including federal, state and local requirements on environmental and accessibility issues. (This applies to the CNA Provider or any Provider personnel who will have actual responsibility for the property inspection and preparation of the CNA)
6. Not be debarred or suspended from participating in Federally assisted programs and will comply with the requirements of [7 CFR part 3017](#) and 2 CFR part 417 or any successor regulation, pertaining to debarment or suspension of a person from participating in a Federal program or activity.

Statement of Work -

The CNA Provider shall:

1. Perform a Capital Needs Assessment (CNA) in general conformance with the document: "Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator," except as modified herein.
2. Inspect the property. A minimum of **50%** (45% if property includes 50 – 99 units, 40% if the property contains 100 or more units) of all dwelling units shall be inspected in a non-intrusive manner. Consideration shall be given to inspecting at least one unit per floor, per building, and per unit type (one-bedroom, two-bedroom, etc.) up to the threshold percentage. CNA Providers shall ultimately be responsible for appropriate unit sampling but are encouraged to consult with site representatives to gather adequate information. This will help ensure that unit samples represent a cross-section of unit types and current physical conditions at the property and are reflective of substantive immediate physical condition concerns. All site improvements, common facilities (every central mechanical room, every laundry etc.), and building exteriors shall be inspected. (ASTM guidelines, allowing for "representative observations" of major elements are not adequate in this regard. Although inspections are "non-intrusive", CNA Providers shall include an inspection of crawlspaces and attics (when these spaces can be reasonably and safely accessed) in a number sufficient to formulate an opinion of the condition of those spaces and any work necessary.) All units designated as fully accessible for the handicapped shall be inspected. The inspection shall include interviews with the property owner, management staff, and tenants as needed. It should also include consideration of all relevant property information provided by the owner, including –

Note: The term "**consolidation**" has been used since the inception of the CNA process. Rural Development would like to clarify the meaning of consolidation so that all parties involved are clear on the distinction and applicability of consolidation. This guidance focuses on situations in where two or more adjoining properties undergo a "consolidation", and appear to be one property due to normal physical observation or inspection. A clear distinction should be made by the Owner to the CNA Provider of what

the owner has “consolidated” a consolidation of “Bank Accounts” between two or more properties, or a consolidation of two or more separate “Loans”. In the former case, where two or more bank accounts have been consolidated, the two or more adjoining properties still have separate funding through the federal government and must be treated as two separate entities. CNAs, as well as 504 Self Evaluation/Transition Plans or other accessibility assessments, must be performed independently for each legal entity receiving federal funds. So, in a bank account consolidation the two or more properties will need to have independent 504’s and CNA reports. In the latter case, where two or more property loans have been consolidated, the two or more properties will now have a shared funding source through one loan, and treated as one legal entity. So, a loan consolidation with two or more loans will only require the need for a single CNA report or 504 Self Evaluation/Transition Plan.

A CNA Provider must be aware of this distinction because it can impact the calculations necessary to perform adequate accessibility assessments

- Contact information for the client’s representative at Rural Development (Name, address, telephone number, email address, etc.)
 - Building-by-building breakdown of units by bedroom count and type (i.e. garden, townhouse, handicap accessible) to aid in selection of units at time of inspection
 - Any available plans or blueprints of development (as-built drawings preferred)
 - Listing of capital expenditures for the property over the past three to five years and maintenance expenditures over the last 12 months
 - Maintenance logs to help identify any significant or systemic areas of concern
 - Copies of invoices for any recently completed capital improvements and/or copies of quotes for any pending/planned capital improvements
 - A valid/current Section 504 Accessibility Self-Evaluation/Transition Plan (No more than three years old).
 - Any available capital/physical needs assessments (CNAs/PNAs) that were previously completed
 - Any available structural or engineering studies that were previously completed
 - Any available reports related to lead-based paint testing or other environmental hazards (i.e. asbestos, mold, underground storage tanks, etc.) that were previously completed and/or related certifications if environmental remediation has been completed
 - Reports including but not limited to: local Health Department inspections, soils analysis, USDA’s last Civil Rights compliance review, USDA’s last security inspection.
 - If the Owner certifies that: (a) 3rd party funds have been committed for use in the transaction for which the CNA is required; and (b) USDA RD has communicated its acceptance or acknowledgement of the availability of these funds (whether by an award of points in a portfolio revitalization program or otherwise); and (c) these funds are to be used towards a rehabilitation program at the property, the Owner will provide the CNA Provider with a copy of the proposed rehabilitation scope and budget.
3. Prepare a report using forms developed by Rural Development or other similar documents. The report shall be on an electronic worksheet commonly used in the industry, or as prescribed elsewhere herein. The report shall contain the following components, as a minimum:

- a. Project Summary. Identification of the CNA Provider and property owner, and a brief description of the project, including the name, location, occupancy type (family/elderly) and unit mix.
- b. Narrative. A detailed narrative description of the property, including year the property was constructed or rehabilitated (of each phase if work completed in multiple phases), interior and exterior characteristics, conditions, materials and equipment, architectural and structural components, mechanical systems, etc. It shall also include:
 - i. Number, types, and identification of dwelling units inspected and used as a basis for the findings and conclusions in the report;
 - ii. An assessment of how the property meets the requirements for accessibility to persons with disabilities;
 - a) The report shall include any actions and estimated costs necessary to correct deficiencies in order for the property to comply with applicable federal, state, and local laws and requirements on accessibility. The report shall also include an opinion on the adequacy of any existing and approved transition plans for the property in accordance with USDA/Rural Development requirements. CNA Providers shall not assume that a property built in accordance with accessibility standards prevailing at the time of original construction is “grandfathered” on accessibility requirements.
 - b) Attached is a checklist (Attachment F) setting out those items that should be included in any accessibility evaluation. It is meant to provide guidance to CNA Providers, but is not represented to be all-inclusive (i.e., CNA Providers are expected to be familiar with applicable federal accessibility requirements and standards and are required to ensure that the accessibility evaluation is based on such requirements and standards). Also attached are some frequently asked questions and answers regarding Rural Development policies and expectations with respect to certain accessibility issues. Finally, CNA Providers are strongly encouraged to review Appendix 5 to USDA Rural Development [Handbook HB-2-3560](#).
 - iii. An assessment of observed or potential on-site environmental hazards (e.g., above or below ground fuel storage tanks, leaking electrical transformers);

Note: The narrative portion of the report must address and include any existing testing results for the presence of radon, lead in water, lead based paint, and other environmental concerns. CNA Providers are not expected to conduct or commission any testing themselves. However, where test results provided by the owner affirmatively point to hazards, the CNA Provider should inquire about subsequent remediation steps and include cost allowances for any identified hazards not yet remediated.
 - iv. Recommendations for any additional professional reports as deemed necessary by the CNA Provider, such as additional investigations on potential structural defects or environmental hazards;

Note: The narrative portion of the report must address each study or report necessary, why, and what expertise is needed so that the owner can alleviate that issue, including estimates for repairs, prior to underwriting. It is not the CNA Provider’s responsibility to estimate the cost of the study or repairs / remediation necessary.
 - v. Needs of the property funded or to be funded from a third party (if any), such as tax credits, including a brief description of the work, the source of funding, the year(s) the work is planned to be completed, and the total estimated costs in current dollars; and

*Note: For projects where the property owner advises the CNA Provider that third party funding for rehabilitation is committed and the work will begin within 12 months, the CNA should address the existing conditions at the property, **and** the post-rehabilitation needs at the property. An example would be a property owner who has submitted a pre-application to Rural Development for the Multi-family Portfolio Revitalization (MPR) Demonstration where Rural Development has awarded points to the application for third party funding, and it has committed third party funding. Under the MPR, an owner who has applied for third party funding for rehabilitation but does not have a commitment for this funding should have the CNA prepared based on conditions at the property “as is,” not post rehabilitation. In these cases, consult with Rural Development as to whether a “post rehab” CNA should be done. When a property owner receives the funding commitment, and rehabilitation is planned within the next 12 months, the CNA contract must be renegotiated to indicate that rehabilitation is planned and specify that a post-rehabilitation CNA should be prepared.*

In preparing CNAs for these properties, the CNA Provider should undertake the CNA on the basis that the third party funded rehabilitation will occur as described in the scope of work for the rehabilitation project provided by the property owner and determine the property’s post-rehabilitation capital needs over the next 20 years. In these cases, the CNA Provider is expected to review and understand the scope of work for planned rehabilitation funded from third party sources, but aside from apparent substantive omissions is not required to comment on the planned rehabilitation.

If there is no evidence that third party funding for rehabilitation has been committed (e.g., if rehabilitation is not indicated in the Rural Development MPR pre-application and/or Rural Development has not awarded points for it), then the CNA Provider should verify with the Rural Development contact prior to performing an “as improved” / post rehabilitation CNA. If no funds are committed, and Rural Development does not agree to a “as improved” CNA, the CNA Provider may note the owner’s rehabilitation proposal in the CNA but the report should be undertaken as though there will be no immediate rehabilitation. In these cases, the CNA should be based on the CNA Provider’s independent professional opinion of current and future needs at the property. (For example, if the owner wishes for a rehabilitation, but has no funds allocated to perform one.)

- vi. Acknowledgments (names and addresses of persons who: performed the inspection, prepared the report, and were interviewed during or as part of the inspection).
- c. Materials and Conditions. This component shall be reported on a Microsoft Office Excel © worksheet. The following major system groups shall be assessed in the report: Site; Architectural; Mechanical and Electrical; and Dwelling Units. ALL materials and systems in the major groups shall be assessed (not every specific material used in the construction of the property), including the following items:
 - i. Item Description;
 - ii. Expected Useful Life (EUL). Data entries must be based on the Expected Useful Life Table included in the “Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator”, unless otherwise explained in the report. Any EUL entry that varies from the table must include explanation in a “Comments” column. Any EUL that varies from the

table by 25% or more must be adequately supported separately from spreadsheet (for example, provide the documentation or explanation in the Narrative section);

- iii. Age. The actual age of the material or system;
 - iv. Remaining Useful Life (RUL). Any RUL entry that varies from the difference between the EUL and Age must be explained in the “Comments” column. Any RUL entry that varies 2 years or more must be adequately supported separately from the spreadsheet (for example, provide the documentation or explanation in the Narrative section). Variances of more than 25% will not be accepted;
 - v. Condition. The current physical condition (excellent – good – fair – poor) of the material or system;
 - vi. Description of action needed (repair – replace – maintain construct – none); and,
 - vii. Comments or field notes that are relevant to the report.
- d. Capital Needs. This component shall be reported on a Microsoft Office Excel © worksheet. This component identifies all materials and systems for each of the four major system groups to be repaired, replaced, or specially maintained. It shall include the following items for such materials or systems:
- i. Year or years when action is needed;
 - ii. Number of years to complete the needed action (duration of the repair work);
 - iii. Quantity and Unit of Measure. Any data entry that is not from a physical property measurement or observation during the inspection shall be explained in the report (contrary to ASTM guidance, lump sum allowances shall be used only for capital projects, such as landscaping, that cannot readily be quantified); and,
 - iv. Estimated repair, replacement, or special maintenance unit cost and total cost in current (un-inflated) dollars for each line item. The report shall identify the source(s) used for the cost data. Entries shall include estimated costs for materials, labor (union or non-union wages, as appropriate), overhead & profit. Consultant fees, and other associated costs may be incurred by the property owner when repair or replacement work involves extensive capital activities (e.g., a major landscaping or site drainage project). These activities are likely to include design costs, or the involvement of general contractors, with associated overhead and profit considerations. If the CNA Provider anticipates work will be affected by these cost factors, notes should be added to the CNA spread sheet/report to explain the cost logic. Discussions with the owner and the Agency will be necessary to confirm the proposed cost of these capital activities. CNA Providers using such standard cost sources shall use cost allocations that include overhead and profit.

Note: An estimated unit cost that is significantly different from an industry standard cost, such as R.S. Means or equivalent, must be adequately supported.

Generally, replacement actions shall involve “in-kind” materials, unless a different material is more appropriate, approved by the State Historic Preservation Office, if applicable, and explained in the report. Exceptions shall be made for components that are seen as inadequate (e.g. twenty gallon water heaters, prompting resident complaints) or below contemporary design/construction standards (e.g. single-glazed windows in temperate climates). Rural Development also encourages the consideration of alternative technology and materials that offer the promise of reduced future capital and/or operating

costs (more durable and or less expensive to maintain over time, reduce utility expenses, etc.). CNA Providers are not expected to conduct quantitative cost-benefit analyses but shall use sound professional judgment in this regard.

In addition to the exceptions described in the paragraph above, Rural Development may consider the inclusion of market-comparable amenities/upgrades (e.g. air conditioning in warm climates) proposed by the owner when such features are essential to the successful operational and financial performance of the property. Such items should be identified specifically in the CNA report as “owner-recommended upgrades” and include an explanation of why these upgrades are necessary in supporting the financial and operational performance of the property. Where included, CNA Provider comments on the feasibility and appropriateness of the upgrade are required.

v. The capital needs shall be presented in two time frames:

a) Immediate Capital Needs. All critical health and safety deficiencies (e.g. inoperative elevator or central fire alarm system, missing/unsecured railings, blocked/inadequate fire egress, property-wide pest infestation) requiring corrective action in the immediate calendar year. Separately, the owner shall provide any repairs, replacements, and improvements currently being accomplished in a rehabilitation project, regardless of funding source, and anticipated to be completed within 12 months. The owner will include the budget for any planned rehabilitation (e.g., rehabilitation proposed in the property owner’s pre-application to the MPR). CNA Provider can, but is not required, to offer comments about the rehabilitation budget. The CNA shall not include minor, inexpensive repairs or replacements that are part of a prudent property owner’s operating budget. (If the aggregate cost for a material line item is less than \$1000, then the line item shall not be included in the CNA. An aggregate cost for a line item is an item which needs to be replaced in any given year, the cost exceeds the \$1000, and the item should be replaced in the one year duration. Applying a duration that exceeds one year may decrease the aggregate amount below the \$1000 threshold, thus circumventing the intent of the threshold to include a particular item in the CNA.

Where immediate rehabilitation is proposed by the owner using 3rd party funds, the CNA Provider shall note the current condition and remaining effective useful lives of affected systems and components in an “as is” CNA.

b) Capital Needs Over the Term. Such capital needs include significant maintenance, repairs, and replacement items required during subsequent twenty calendar years to maintain the property’s physical integrity and long term marketability. It shall include repairs, replacements, and significant deferred maintenance items currently being planned and anticipated to be completed after the immediate calendar year and corrections for violations of applicable standards on environmental and accessibility issues. It shall also include the needs described in paragraph 3.b.v. above in the appropriate year(s), if any, if these will not be completed within 12 months from the closing of the program revitalization transaction. The CNA shall not include minor, inexpensive repairs or replacements that are part of a prudent property owner’s operating budget. (If the aggregate cost for a material line item is less than \$1000, then the line item shall not be included in the CNA. An aggregate cost for a line item is an item which needs to be replaced in any given year, the cost exceeds the \$1000, and the item should be replaced in the one year duration. Applying a duration that exceeds one year may decrease the aggregate

amount below the \$1000 threshold, thus circumventing the intent of the threshold to include a particular item in the CNA.

Exceptions to these exclusions may be appropriate for very small properties, and/or for low cost items that may affect resident health and safety (e.g., a damaged or misaligned boiler flue). For example, in small projects (total of 12 units or less), items exempted would be for material line items less than \$250, not \$1,000. The report shall be realistic and based on due diligence and consideration of the property's condition, welfare of the tenants, and logical construction methods and techniques. The estimated unit costs and total costs to remedy the detailed needs shall be provided in current (un-inflated) dollars.

Capital Needs Over the Term shall be based on the actual remaining useful lives of the components and systems at hand. Aside from formal work that is accounted for in the Immediate Capital Needs section, capital activities shall not be "front-loaded."

Note: New components or upgrades addressed in a property's rehabilitation may have long-term capital needs implications as well. Those items with expected useful lives of less than twenty years (e.g. air conditioners) also will need to be accounted for in Capital Needs Over the Term.

- e. Executive Summary. This component shall be reported on a Microsoft Office Excel © worksheet. It shall include:
 - i. Summary of Immediate Capital Needs – the grand total cost of all major system groups (in current dollars);
 - ii. Summary of Capital Needs Over the Term – the annual costs and grand total cost of all major system groups (in current and inflated dollars). The inflation rate shall be 3 percent; and,
 - iii. Summary of All Capital Needs – the grand total costs for the immediate and over the term capital needs (in current and inflated dollars). The grand total costs (in current and inflated dollars) per dwelling unit shall also be included.
 - f. Appendices. This component shall include a minimum 25 color digital photographs that describe: the property's buildings (interior and exterior) and other facilities, specific material or system deficiencies, and the bathrooms and kitchens in the units accessible for the handicapped. Include a property location map and other documents as appropriate to describe the property and support the findings and summaries in the report. The CNA Provider should provide some sort of visual documentation for each line item that cannot be clearly identified by a written description alone. For instance, if an entrance needs to become handicap accessible, a picture of the entrance will help the owner understand where the construction should take place. The Owner needs to be able to associate reserve account funds with the correct line items during the life of the CNA during the underwriting process.
4. Deliver the following:
- a. A minimum of one electronic copy of the report shall be delivered on a compact disk, or other acceptable electronic media, e.g. e-mail, to both property owner and USDA Rural Development for their review and written acceptance. To the greatest extent possible, delivery should be made within 15 business days of execution of the agreement with the property owner.

- b. If the report is not acceptable, the CNA Provider shall make the appropriate changes in accordance with the review comments. A minimum of one electronic copy of the revised report shall be delivered on a compact disk or via e-mail to both property owner and USDA Rural Development for their review and written acceptance. The delivery should be made within 5 business days of receiving the review comments.
 - c. If the revised report is still not acceptable, additional revisions will be made and electronic copies delivered on compact disks or via e-mail to the property owner and USDA Rural Development until the report is acceptable to both property owner and USDA Rural Development.
5. Be available for consultation with the property owner or USDA Rural Development after written acceptance of the report on any of its contents.
 6. The CNA Provider shall **NOT** analyze the adequacy of the property's existing or proposed replacement reserve account nor its deposits as a result of the capital needs described in the report.

FANNIE MAE PHYSICAL NEEDS ASSESSMENT GUIDANCE TO THE PROPERTY EVALUATOR

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- 1) Transfer of Project Ownership;
- 2) Loan Reamortization;
- 3) Loan Write-down; or
- 4) Development of an Equity Loan Incentive or Equity Loan for a Sale to a Non-profit Sponsor.
- 5) Facility Rehabilitation
- 6) New construction

Introduction

While many factors affect the soundness of a mortgage loan over time, one of the most significant is the physical condition of the property - past, present and future. A prudent lender must be concerned with the past maintenance and improvements because they may indicate owner and management practices as well as expenses to be incurred in the future. The lender must be concerned with the condition of the property at the time the loan is made, and over the term of the loan, because property condition may directly impact marketability to prospective tenants and the need for major expenditures may impact the economic soundness and value of the property. The lender must also be concerned with the condition of the property at the end of the loan term. If the property has deteriorated, the owner may not be able to secure sufficient financing to pay off the loan at maturity.

Most lenders have always given some attention to physical conditions and needs of properties in their underwriting. However, the amount of attention, the data secured, the quality and analysis of that data, and the impact of this information on underwriting has varied widely. Indeed, many properties and the loans that they secure are now in trouble because of inadequate consideration of physical needs in the underwriting coupled with inadequate attention to property maintenance which has diminished the marketability and overall value of the property.

The guidance and forms in this package, together with the guidance provided to our lenders in our Delegated Underwriting and Servicing (DUS) and Multi-family Guides, is based upon a desire to see a more standardized approach in assessing the physical needs of properties that will be securing our loans. These documents attempt to respond to stated desires on the part of our lenders for a "level playing field" among competing lenders who may otherwise have different notions of the level of data and analysis required to assess a property's physical condition. They also attempt to respond to the needs of property evaluators who, desiring to produce the quantity and quality of information deemed necessary, need specific guidance to avoid the appearance of

glossing over problems or providing material which is too detailed or complex to be usable by the underwriters.

These documents are meant to provide useful guidance and tools to the evaluators. They cannot cover all situations and are not meant to be inflexible. They are designed to elicit the judgment of the evaluator (in a format which is useful to the underwriter), not to substitute for it. We welcome comments from evaluators in the field, as we did in developing this package, on improving either our forms or guidance so that this package can best serve the needs of both the evaluators and our lenders. If you have such comments, please contact April LeClair, Director of Multi-family Product Management, 3900 Wisconsin Avenue, N.W., Washington, DC 20016 (202-752-7439).

Specific Guidance to the Property Evaluator

Purpose

The purpose of the Physical Needs Assessment is to identify and provide cost estimates for the following key items:

- ***Immediate Physical Needs*** - repairs, replacements and significant maintenance items which should be done immediately
- ***Physical Needs Over the Term*** - repairs, replacements and significant maintenance items which will be needed over the term of the mortgage and two years beyond. This applies to existing and newly constructed facilities.

As part of the process, instances of deferred maintenance are also identified.

The assessment is based on the evaluator's judgment of the actual condition of the improvements and the expected useful life of those improvements or the quality of the new construction components and the expected useful life of the components. It is understood that the conclusions presented are based upon the evaluator's professional judgment and that the actual performance of individual components may vary from a reasonably expected standard and will be affected by circumstances which occur after the date of the evaluation.

This package explains how to use the set of forms provided by Fannie Mae. It is important to recognize that the forms are intended to help the evaluator conduct a comprehensive and accurate assessment. They also present the results of that assessment in a relatively standard format which will be useful to the lender in making underwriting decisions. However, the forms should not constrain the evaluator from fully presenting his or her concerns and findings. The forms should be used and supplemented in ways which facilitate the preparation and presentation of information useful to the lender regarding the physical needs of the property.

The Systems and Conditions forms may be altered and/or computerized to serve the evaluators' needs so long as information is provided on the condition and Effective Remaining Life of all components and the Effective Remaining Life is compared to the standard Expected Useful Life

(EUL). The Summary forms may also be extended or computerized so long as the basic format is maintained.

Terms of Reference Form

The lender completes this form for the evaluator. It serves as a reference point for the assessment and provides the evaluator with basic information about the property and the term of the loan. Four additional topics are covered:

- *Sampling Expectations* - The lender's expectations about the number and/or percentage of dwelling units, buildings and specialized systems to evaluate may be stated. If there is no stated expectation, the evaluator should inspect sufficient units, buildings, and numbers of specialized systems to state *with confidence* the present and probable future condition of each system at the property. The evaluator should provide a separate statement indicating the sampling systems used to ensure a determination of conditions and costs with acceptable accuracy. If a Sampling Expectation is provided by the lender which is not adequate to achieve the requisite level of confidence, the evaluator should so advise the lender.

Considerations in determining an adequate sample size are age and number of buildings (especially if the property was developed in phases), total number of units, and variations in size, type and occupancy of units. Effective sampling is based on observing a sufficient number of each significant category. Using the above criteria, categories could include *buildings by age of each building* (e.g. inspect buildings in the 8 year old phase and in the 11 year old phase), *buildings by type* (e.g. row house, L-shaped row house, walkup, elevator) and/or *buildings by construction materials* (e.g. inspect the garden/flat roof/brick walls section and the garden/pitched roof/clapboard walls section). Dwelling units are separate categories from buildings. At a minimum, sampling is by unit size (0/1/2/3/4 bedrooms). There may be further categories if units are differently configured or equipped, or have different occupants (especially family or elderly). Generally, we would expect the percentage of units inspected to decrease as the total number of units increases. Systems which are not unit specific, such as boilers, compactors, elevators and roofs, will often have a 100% sample.

The overriding objective: SEE ENOUGH OF EACH UNIT TYPE AND SYSTEM TO BE ABLE TO STATE WITH CONFIDENCE THE PRESENT AND PROBABLE FUTURE CONDITON.

- *Market Issues* - In certain instances, market conditions may necessitate action on certain systems. Examples are early appliance replacement or re-carpeting, new entry paving, special plantings, and redecorated lobbies. If the owner or lender has identified such an action, the evaluator should include a cost estimation for such action and indicate what, if any, other costs would be eliminated by such action. (Life Cycle Cost evaluation may be required)
- *Work In Progress* - In some instances, work may be underway (which can be observed) or under contract. When known by the lender, this will be noted. For purposes of the report, such work should be assumed to be complete, unless observed to be unacceptable in quality or scope.

- *Management-Reported Replacements* - In some instances, the property ownership or management will provide the lender with information about prior repairs or replacements which have been completed in recent years. The lender may provide this information to the evaluator to assist in the assessment of these components. The evaluator should include enough units, buildings, or systems in the sample to reasonably verify the reported repairs or replacements.
- *New Construction* – In some instances the owner receives a commitment for funds to complete construction of a new Multi-Family Housing project. This would require an assessment based on either fully developed plans and specifications or the recently completed and unoccupied complex. Owner supplemental information may be applicable as well. “As built” conditions is the most accurate basis for the assessment on the development of a repair and replacement schedule over the next 20 years of the property. The sampling of units, support areas, public areas and administrative/ business office space shall be negotiable yet remain appropriate for the necessary accumulation of information for the repair and replacement determination. Assessing the estimated useful life of the property components is assumed to be based on newly purchased items.

Systems and Conditions Forms

It is the responsibility of the evaluator to assess the condition of every system which is present at a property. All conditions, except as noted below, requiring action during the life of the loan must be addressed regardless of whether the action anticipated is a capital or operating expense.

To assist evaluators in reviewing all systems at a property, four Systems and Conditions Forms are provided. Each lists a group of systems typically related by trade and/or location. The four forms are Site, Architectural, Mechanical and Electrical, and Dwelling Units. While the forms have several columns in which information may be recorded, *in many instances only the first three columns will be completed*. If the condition of a system is acceptable, the Effective Remaining Life exceeds the term of the mortgage by two years, and no action is required, no other columns need to be completed.

The report is not expected to identify minor, inexpensive repairs or other maintenance items which are clearly part of the property owner’s current operating pattern and budget so long as these items appear to be taken care of on a regular basis. Examples of such minor operating items are occasional window glazing replacement and/or caulking, modest plumbing repairs, and annual boiler servicing. However, the evaluator *should* comment on such items in the report if they do not appear to be routinely addressed or are in need of immediate repair.

The report is expected to address infrequently occurring “big ticket” maintenance items, such as exterior painting, all deferred maintenance of any kind, and repairs or replacements which normally involve significant expense or outside contracting. While the evaluator should note any environmental hazards seen in the course of the inspection, environment-related actions, such as removal of lead-based paint, will be addressed in a separate report prepared by an environmental consultant.

Using the Systems and Conditions Forms

Purpose

The forms can be used both to record actual observations at a specific location and for an overall summary. For example, the Architectural form can be used for a specific building (or group or identical buildings) as well as for summarizing all information for buildings at a property. The same is true for the Dwelling Unit form. An unlabeled form is included which can be used as a second page for any of the Systems and Conditions Forms.

In some instances, the evaluator will note components which, while they may continue to be functional, may reduce marketability of the property. For example, single-door refrigerators or appliances in outmoded colors may have such an impact in some properties. The evaluator should note these items, discuss them with the lender, and provide separate estimates of the cost to replace such items if requested.

Items (EUL)

Each of the four forms has a number of frequently-occurring systems and components listed. This list represents only the most frequently observed and is not meant to be all inclusive. *Every system present at the property must be observed and recorded.* Any system not listed on the form may be included in the spaces labeled "Other". Note that the assessment includes the systems and components in both residential and non-residential structures. Thus, garages, community buildings, management and maintenance offices, cabanas, pools, commercial space, and other non-residential buildings and areas are included.

The Expected Useful Life (EUL) figure which appears in parentheses after the Item is taken from the EUL Table provided. This table provides standard useful lives of many components typically found in apartment complexes. Where the parentheses do not contain a number, it is because there are various types of similar components with differing economic lives. The evaluator should turn to the EUL Table and select, and insert, the appropriate EUL number. If the EUL will, without question, far exceed the term of the mortgage plus two years, the EUL number need not be inserted.

Note: It is recognized that the EUL Tables represents only one possible judgment of the expected life of the various components. If we receive substantial material to the effect that one or more of the estimates are inappropriate, we will make adjustments. Until such changes are made, the Tables provide a useful and consistent standard for all evaluators to use. They avoid debate on what the appropriate expected life is and permit focus on the evaluator's judgment of the effective remaining life of the actual component in place, as discussed below.

Age

The evaluator should insert the actual Age of the component or may insert “OR” for original. If the actual age is unknown, an estimate is acceptable. If there is a range in Age (for example, components replaced over time), the evaluator may note the range (i.e.; 5-7 years) or may use several lines for the same system, putting a different Age of that system on each line.

Condition

This space is provided to indicate the Condition of the component, generally excellent, good, fair, or poor, or a similar and *consistent* qualitative evaluation.

Effective Remaining Life

This space is provided for the evaluator to indicate the remaining life of the component as is. For standard components with standard maintenance, the EUL Table provided by the Lender could be used to determine Effective Remaining Life by deducting the Age from EUL. However, this should not be done automatically. A component with unusually good original quality or exceptional maintenance could have a longer life. On the other hand, if the component has been poorly maintained or was of below standard original quality, the useful life could be shorter than expected. *The evaluator applies his or her professional judgment in making a determination of the Effective Remaining Life.*

If the Effective Remaining Life *is longer than the term of the loan plus two years, no deferred maintenance exists, and no action needs to be taken during the life of the loan, no other columns need to be filled out.* The only exception may be Diff? (Difference), as discussed below. This should be noted when the evaluator’s estimate of the Effective Remaining Life varies by more than two years from the standard estimate.

Diff? (Difference)

The Age of the component should be deducted from the EUL in parentheses and the answer compared to the Effective Remaining Life estimated by the evaluator. Where there is a difference of over two years, the evaluator should insert a footnote number in the DIFF? (Difference) column and supply, in an attached list of footnotes, a brief statement of why, in his or her judgment, the Effective Remaining Life of the component varies from the standard estimate. This approach provides consistency among evaluators while making best of the evaluators’ professional judgment.

Action

If any Action is required - immediately, over the life of the loan, or within two years thereafter - the Action should be recorded as *repair, replace, or maintain*. Repair is used when only a part of an item requires action, such as the hydraulics and/or controls of a compactor. Replace is used

when the entire item is replaced. Maintain is used where special, non-routine maintenance is required, such as the sandblasting of a swimming pool. In cases where a repair or maintenance may be needed now, and replacement or further maintenance may be needed later, separate lines may be used to identify the separate actions and timing.

Now?

If the item involves a threat to the immediate health and safety of the residents, clearly affects curb appeal, will result in more serious problems if not corrected, or should otherwise be accomplished as part of an immediate repair, maintenance or replacement program, this space should be checked. Replacements which may be needed in year one, but do not require immediate attention, need not be checked.

DM (Deferred Maintenance)

The DM (Deferred Maintenance) space is marked in any instances where current management practice is clearly inadequate and the owner's attention should be called to the item, even if no major expenditure or significant labor may be required.

Quantity

For items requiring action, the evaluator should note the Quantity of the system, with the applicable unit of measure entered (each, unit, square feet, square yards, linear feet, lump sum, etc.).

Field Notes

This space, as well as attachments may be used to record the type of component (16cf, frost. free, Hotpoint), the problem (valves leaking) or other information (consider replacement for marketing purposes, replace 30% per year, work in progress, etc.) that the evaluator will need to complete the Evaluator's Summary.

Sample Form

The following example from the Dwelling Unit Systems and Conditions form illustrates how this form is properly used. The example presumes an 11 story building containing 1 and 2 bedroom units. There are 100 units. The age of the building is 9 years. The term of the proposed loan is 7 years.

ITEM (EUL)	AG E	CON D	ER L	DIFF ?	ACTIO N	NOW ?	DM ?	QUANTI TY	NOTES
Countertop/S ink (10)	9	EX	10+	1	-	-	-	- ea.	Corian Stainles s Steel
Refrigerator (15)	9	Good	6	-	REPL	-	-	100ea	Hot point

(Attachment D)

									16cf. ff 20%/yr @ YR 5
Disposal (5)	0-9	Good	0-5	-	REPL	-		100ea	20%/yr. @ YR. 1 OPTE
Bath Fixtures (20)	9	Good	11+	-	-	-	-	-	Dated Lookin g Repair - Now
Ceiling 04 stack ()	9	Hater Dama ge	-	-	Repair	Yes	-	10ea	Plumbi ng Leak

Countertop/sinks are 9 years old. (The entry could also be "OR"). Condition is excellent, with an Effective Remaining Life of 10 years. This is significantly different from the anticipated Effective Remaining Life of 1 (an EUL of 10 years minus an Age of 9 years). Therefore, there is a footnote entry "1" in the Diff? (Difference) column. The footnote will indicate that this item is made of an exceptionally durable material (Corian), along with a top quality stainless steel sink. The evaluator's estimate of an Effective Remaining Life of 10 years + is beyond the term of +2. No capital need would be reported.

Refrigerators are also original, reported as 16 cf frost free Hotpoint. Replacement is expected around the Effective Remaining Life, noted as 20% annually and beginning in the 5th year of the loan when the refrigerators are 14 years old.

Disposals range from new to original (Age = 0-9). 20% per year replacements will be needed starting in year 1. The evaluator notes that disposals appear to be replaced as part of the project's normal operations.

Bath fixtures are original, and in good condition. No replacement is expected to be required during the term +2 years. The note indicates that they are "dated looking," which may prompt a market consideration for replacement.

Ceiling is a special entry. The "04" stack of units has experienced water damage to ceiling from major plumbing leak. This is noted for repair NOW. As this apparently occurs in all 10 units in this stack and therefore is likely to have more than a modest cost, this action would be reported on the Immediate Physical Needs summary form.

Evaluator's Summary Forms

Two separate forms are used to summarize the evaluator's conclusions from the Systems and Conditions Forms. One summarizes Immediate Physical Needs and the other summarizes the Physical Needs Over The Term +2 years.

Evaluator's Summary: Immediate Physical Needs

All of the items for which Now? is checked are transferred to this form. This form provides for the listing of Items, Quantity, Unit Cost and Total Cost of each. The Item and Quantity are transferred directly from the Systems and Conditions Form.

Unit Cost - This is the cost per unit (sf, ea, lf, etc.) in current dollars to implement the required action. The source of the cost estimate should be listed in a separate attachment. The sources may include a third-party estimation service (e.g., R.S. Means: *Repair and Remodeling Cost Data*), actual bid or contract prices for the property, estimates from contractors or vendors, the evaluator's own cost files, or published supplier sources.

Total Cost - This is the result of multiplying the quantity times the unit cost. It is expressed in current year dollars.

DM (Deferred Maintenance) - If the item evidences deferred maintenance, this column is checked.

Comments - the comments column, or an attachment, should clearly provide information on the location and the nature of problem being addressed for each item. The information should be adequate for the owner to begin to implement the action.

Evaluator's Summary: Physical Needs Over the Term

Those items not listed on the Immediate Physical Needs form, but for which action is anticipated during the term of the loan plus two years, are listed on the form. The item and Quantity are transferred directly from the Systems and Conditions Form. The Unit Cost is calculated in the same manner as on the Immediate Physical Needs Form. An attachment should be provided which gives any necessary information on the location of action items and the problem being addressed for each item. The information should be adequate for the owner to begin to implement the action.

Cost by Year - the result of multiplying the quantity times the unit cost, in current dollars, is inserted in the column for the year in which the action is expected to take place. Generally, the Effective Remaining Life estimate provided by the evaluator on the Systems and Conditions will indicate the action year. For example, if the evaluator has indicated that the Effective Remaining Life of the parking lot paving is 4 years, the cost, in current dollars, is inserted in Year 4. If the items are likely to be done over a number of years, the costs, in current dollars should be spread over the appropriate period. For example, if the Effective Remaining Life of the Refrigerators is estimated to be 4 years, or 3-5 years, one third of the cost of replacing the refrigerators may appear in each of Years 3, 4, and 5.

Total Un-inflated - After inserting all of the appropriate action items, the evaluator should total the items for each year.

Total Inflated - The evaluator should multiply the Total Un-inflated times the factor provided to produce the Total Inflated.

Total Inflated All Pages - On the last sheet, the evaluator should include the Total Inflated Dollars for that page and all prior pages.

Cumulative Total All Pages - On the last sheet, the evaluator should insert the Total Inflated Dollars of that year and all prior years.

Special Repair and Replacement Requirements

While performing a property inspection, the evaluator must be aware that certain building materials and construction practices may cause properties to experience (or to develop in a short time period) problems that can be corrected only with major repairs or replacements. The following identifies some specific construction related problems; however, the evaluator must be aware that other construction related problems may be found in any property and should be identified. If any of the following requirements are not met or if the evaluator determines that the following conditions (or others) are present, *the evaluator must contact the lender immediately to discuss the timing as well as the cost of the repairs or replacements*. The evaluator should ensure that any of these conditions are thoroughly addressed in the Physical Needs Assessment.

Minimum Electrical Capacity - Each apartment unit must have sufficient electrical capacity (amperage) to handle the number of electrical circuits and their use within an apartment. Therefore, the evaluator must determine, based on referencing the National Electric Code as well as local building codes, what is the minimum electrical service needed. In any event, that service must not be less than 60 amperes.

Electrical Circuit Overload Protection - All apartment unit circuits, as well as electrical circuits elsewhere in an apartment complex, must have circuit breakers as opposed to fuses as circuit overload protection.

Aluminum Wiring - In all cases, where aluminum wiring runs from the panel to the outlets of a unit, the evaluator's inspection should ascertain that the aluminum wiring connections (outlets, switches, appliances, etc.) are made to receptacles rated to accept aluminum wiring or that corrective repairs can be done immediately by the owner.

Fire Retardant Treated Plywood - While performing the roof inspection, the evaluator should investigate whether there is any indication that fire-retardant treated plywood was used in the construction of the roof (primarily roof sheathing). This inspection should focus on sections of the roof that are subjected to the greatest amount of heat (e.g., areas that are not shaded or that are poorly ventilated) and, if possible, to inspect the attic for signs of deteriorating fire-retardant treated plywood or plywood that is stamped with a fire rating.

Our concern is that certain types of fire-retardant treated plywood rapidly deteriorate when exposed to excessive heat and humidity or may cause nails or other metal fasteners to corrode. Common signs of this condition include a darkening of the wood and the presence of a powder-like substance, warping of the roof and the curling of the shingles. Fire-retardant treated plywood is most likely to be in townhouse properties or other properties with pitched, shingled roofs that were constructed after 1981 and that are located in states east of the Mississippi River and some southwestern states.

Narrative Conclusion and Attachments

A complete narrative summary of the property and its components is not required. However, the evaluator should supply a concise summary of the conclusions reached concerning the overall condition of the property, its future prospects, and the quality of the current maintenance programs. *Any items affecting the health and safety of residents should be clearly flagged.*

The summary should include a discussion of the sampling approach used, discussed above, and any market issues which the evaluator believes it may be appropriate to address or which were noted by the lender.

The narrative, the forms use and the attachments (footnotes explaining Differences, information regarding sources of costs, and, if necessary, information needed to identify the location and type of problem addressed in the Evaluator's Summary: Physical Needs Over the Term) should be supplied.

(Attachment D)

Roadways			
Asphalt (Sealing)	5	5	Seal
Asphalt	25	25	Resurface
Gravel	15	15	Resurface (grade and gravel)
Sanitary Treatment	40	40	
Site Electrical Main	40	40	
Site Gas Main	40	40	
Site Lighting	25	25	
Site Power Distribution	40	40	
Site Sanitary Lines	50+	50+	
Site Sewer Main	50+	50+	
Site Water Main	40	40	
Storm Drain Lines	50+	50+	
Swimming Pool - Deck	15	15	Resurface Deck
Mechanical Equipment (filter/pump/etc.)	10	10	
Tennis Courts	15	15	Resurface
Transformer	30	30	
Water Tower	50+	50+	

EXPECTED USEFUL LIFE TABLE			
	Family Development	Elderly Development	Action
BUILDING ARCHITECTURE			
NOTE: 50+ = "long-lived" systems: EUL based on location and use-specific conditions			
Appurtenant Structures			
Porches	50	50	Paint at 5 years
Wood Decks	20	20	Paint at 5 years
Storage Sheds	30	30	Paint at 5 years
Greenhouses	50	50	
Carports	40	40	
Garages	50+	50+	
Basement Stairs	50+	50+	
Building Mounted Exterior Lighting	6	10	
Building Mounted HID Lighting	6	20	
Bulkheads	30	30	
Canopies			
Wood/Metal	40	40	Replace
Concrete	20	20	Re-roof
Ceilings, Exterior or Open	5	5	Paint
Chimney	25	25	Point
Common Area Doors	50+	50+	

EXPECTED USEFUL LIFE TABLE			
	Family Development	Elderly Development	Action
BUILDING ARCHITECTURE			
NOTE: 50+ = “long-lived” systems: EUL based on location and use-specific conditions			
(fire/hall/closet/etc.)			
Common Area Floors			
Ceramic/Quarry Tile/Terrazzo	50+	50+	Replace
Wood (strip or parquet)	30	30	Replace Portion/Sand and Finish
Resilient Flooring (tile or sheet)	15	15	Replace
Carpet	7	7	Replace
Concrete	50+	50+	Replace
Common Area Railings	50+	50+	
Common Area Ceilings			
Concrete/Drywall/Plaster	50+	50+	Replace (paint 5-8 years)
Acoustic Tile	20	20	Replace
Common Area Countertop & Sink	20	20	
Common Area Dishwasher	15	15	
Common Area Disposal	5	5	
Common Area Walls	50+	50+	Replace (paint 5-8 years)
Exterior Common Doors			
Aluminum and Glass	30	30	Door only
Solid Core (wood or metal)	25	25	Door only
Amo	15	30	Door and mechanism
Exterior Stairs			
Wood	30	30	Replace
Filled Metal Pan	20	20	Replace
Concrete	50+	50+	Replace
Exterior Unit Doors	25	25	
Exterior Walls			
Aluminum Siding	15	15	Prep and Paint
Brick or Block	40	40	Repoint
Brownstone/Stone Veneer	20	20	Waterproof and Caulk
Glass Block	15	15	Recaulk
Granite Block	40	40	Re-point
Metal/Glass Curtain Wall	10	10	Re-caulk
Pre-cast Concrete Panel	15	15	Re-caulk
Vinyl Siding	30	30	Replace
Wood shingle, Clapboard, Plywood, Stucco	5	5	Prep and Paint/Stain

EXPECTED USEFUL LIFE TABLE			
	Family Development	Elderly Development	Action
BUILDING ARCHITECTURE			
NOTE: 50+ = “long-lived” systems: EUL based on location and use-specific conditions			
Fire Escapes	40	40	Re-secure
Foundations	50+	50+	

EXPECTED USEFUL LIFE TABLE				
	Family Development	Elderly Development	Action	
DWELLING UNITS				
NOTE: 50+ = “long-lived” systems: EUL based on location and use-specific conditions				
Bath Accessories	10	15	Door Only	
Bath Fixtures (Sink, toilet, tub)	20	20		
Closet Doors	10	20		
Countertop and Sink	10	20		
Dishwasher	10	15		
Disposal	5	8		
Electric Fixtures	20	20		
Hallway Door	30	50		
Heat Detectors	20	20		
Interior Door	30	50		
Interior Stairs	50+	50+		
Kitchen Cabinets	20	25		
Living Area Ceilings Concrete/Drywall/Plaster	50+	50+		Replace (Paint at 5-8 years)
Acoustic Tiles	20	20		
Living Area Floors Ceramic/Quarry Tile/Terrazzo	50+	50+	Replace Replace Portion/Sand and Finish	
Wood (strip or parquet)	30	30		
Resilient Flooring (tile or sheet)	15	20	Replace	
Carpet	7	10		
Concrete	50+	50+	Replace Replace (Paint at 5-8 years)	
Living Area Walls	50+	50+		
Local HVAC				
Electric Fan Coil	20	20		
Electric Heat/Electric AC	15	15		
Evaporative Condenser (“swamp cooler”)	20	20		

EXPECTED USEFUL LIFE TABLE			
	Family Development	Elderly Development	Action
DWELLING UNITS			
NOTE: 50+ = "long-lived" systems: EUL based on location and use-specific conditions			
Gas furnace With Split DX AC	20	20	
Heat Pump w/ Supplementary Electric	15	15	
Heat Pump, Water Source	20	20	
Hydronic Fan Coil	30	30	
Hydronic Heat/Electric AC	20	20	
Range	15	20	
Rangehood	15	15	
Refrigerator	15	15	
Smoke/Fire Detectors	10	10	
Unit Air Conditioning (Window)	15	15	
Unit Electric Panel	50+	50+	
Unit Level Boiler	25	25	
Unit Buzzer/Intercom	20	30	
Unit Level DHW	10	10	
Unit Level Hot Air Furnace	25	25	
Unit Radiation			
Hydronic or Steam (baseboard or freestanding)	50	50	
Electric Baseboard	25	25	
Unit Vent/Exhaust	15	15	
Unit Wiring	99	99	
Vanities	20	20	
Window Covering	3-20	3-25	Material/User Specific

EXPECTED USEFUL LIFE TABLE			
	Family Development	Elderly Development	Action
MECHANICAL/ELECTRICAL			
NOTE: 50+ = "long-lived" systems: EUL based on location and use specific conditions			
Central Unit Exhaust, Roof Mounted	15	15	
Chilled Water Distribution	50+	50+	
Chilling Plant	15	25	
Compactor	15	15	
Cooling Tower	25	25	
Electrical Switchgear	50+	50+	
Electrical Wiring	50+	50+	

EXPECTED USEFUL LIFE TABLE			
	Family Development	Elderly Development	Action
MECHANICAL/ELECTRICAL			
NOTE: 50+ = "long-lived" systems: EUL based on location and use specific conditions			
Elevator, Controller/Dispatcher	15	20	
Elevator, Cab	15	20	Rebuild Interior
Elevator, Machinery	30	30	
Elevator, Shaftway Doors	20	30	Replace Gibs and Rollers
Elevator, Shaftways			
Hoist Rails, Cables, Traveling Equipment	25	25	
Hydraulic Piston and Leveling Equipment	25	25	Re-sleeve Piston
Emergency Call Alarm System, Station	15	15	
Emergency Generator	35	35	
Emergency Lights	10	10	Battery operated
Evaporative Cooler	15	15	
Fire Pumps	20	20	Pump Motor
Fire Suppression	50+	50+	Piping
Gas Distribution	50+	50+	Piping
Heat Sensors	15	15	
Heating Risers and Distribution	50+	50+	
Heating Water Controller	15	15	
Hot and Cold Water Distribution	50	50	
HVAC			
Cooling Only	15	15	
Heat Only	15	15	
Heating and Cooling	15	15	
Master TV System	15	15	
Outdoor Temperature Sensor	10	10	
Sanitary Waste and Vent System	50+	50+	
Sewage Ejectors	50	50	
Buzzer/Intercom Central Panel	15	15	
Smoke & Fire Detection System, Central Panel	15	15	
Sump Pump			
Residential	7	7	Replace
Commercial	15	15	Replace Motor

EXPECTED USEFUL LIFE TABLE			
	Family Development	Elderly Development	Action
MECHANICAL/ELECTRICAL			
NOTE: 50+ = “long-lived” systems: EUL based on location and use specific conditions			
Water Softening and Filtration Water Tower	15 50+	15 50+	
Boiler Room Equipment Blowdown and Water Treatment	25	25	
Boiler Room Pipe Insulation Boiler Room Piping Boiler Room Valves Boiler Temperature Controls Boilers Oil-fired Sectional Gas or Dual-fuel-fired Sectional Oil Gas or Dual-fuel-fired Package, Low MBH	With Boiler With Boiler 15 With boiler 22 25 30	With Boiler With Boiler 15 With boiler 22 25 30	Repack Valves

EXPECTED USEFUL LIFE TABLE			
	Family Development	Elderly Development	Action
MECHANICAL/ELECTRICAL (continued)			
Oil Gas or Dual-fuel-fired Package, High MBH	40	40	
Gas-fired Atmospheric Electric	25 20	25 20	
Bottled Gas Storage Building Heating Water Temperature Controls Residential Commercial	20 12 15	20 12 15	
Combustion Air Duct with Fixed Louvers Motorized Louver and Duct Make-up Air	50+ 25 25	50+ 25 25	Replace Replace Motor Replace Fan/Preheater
Compressors Condensate and Feedwater Feedwater Only (Hydronic)	15 10	15 10	

EXPECTED USEFUL LIFE TABLE			
	Family Development	Elderly Development	Action
MECHANICAL/ELECTRICAL (continued)			
Condensate and Feedwater (Steam) DHW Circulating Pumps DHW Generation Tank Only, Dedicated Fuel Exchanger in Storage Tank Exchanger in Boiler	With Boiler By Size 10 15 15	With Boiler By Size 10 15 15	
External Tankless Instantaneous DHW Storage Tanks Small (up to 150 gallons) Large (over 150 gallons)	15 10 12 7	15 10 12 7	Replace Point Tank Lining
Domestic Cold Water Pumps Fire Suppression Flue Exhaust Free Standing Chimney Fuel Oil Storage Fuel Transfer System Heat Exchanger Heating Water Circulating Pumps Line Dryers Motorized Valves Outdoor Temp Sensor Pneumatic Lines & Controls Purchased Steam Supply Station Solar Hot Water	15 50+ With Boiler 50+ 25 25 35 By size 15 12 10 30 50+ 20	15 50+ With Boiler 50+ 25 25 35 By size 15 12 10 30 50+ 20	

Accessibility Laws and Standards

Law and Regulation References	Act/Section Application	Accessibility Standard	Accessibility Requirements
<p>Public Law 90-480 (42 USC 4151-4157)</p> <p>(not referenced in regulations)</p>	<p>The Architectural Barriers Act of 1968 requires certain facilities financed with Federal funds be designed and constructed as to be accessible to the physically handicapped. These include rental properties with on-site offices.</p> <p>Rural Development projects financed with Federal funds include:</p> <ul style="list-style-type: none"> • Section 515 Rural Rental Housing • Section 514/516 Farm Labor Housing grants and loans. 	<p>Uniform Federal Accessibility Standard (UFAS)</p>	<p>All areas open to the public must be fully accessible to persons with disabilities. (For a MFH development, this would apply to the rental office. Other spaces - such as laundries, community rooms, etc. – are generally “common areas” for the use of tenants and their guests, and are not considered public spaces.)</p> <p>(Requirements of the Architectural Barriers Act are met when meeting Section 504 of the Rehabilitation Act.)</p>
<p>Public Law 93-112 (29 USC sections 790-794)</p> <p>7 CFR part 15b also 7 CFR 3560.60(d)</p>	<p>Section 504 of the Rehabilitation Act of 1973 requires programs and facilities receiving Federal financial</p>	<p>Uniform Federal Accessibility Standard (UFAS)</p>	<p>Substantial Alteration (7 CFR 3560.60(d)(2)):</p> <ul style="list-style-type: none"> • Substantial

	<p>assistance be designed and constructed as to be accessible to the physically handicapped.</p> <p>Rural Development projects receiving Federal financial assistance include:</p> <ul style="list-style-type: none">• Section 515 Rural Rental Housing• Section 514 / 516 Farm Labor Housing grants and loans	<p>alteration defined as 50% or more of the full and fair cash value of the building. (See UFAS.)</p> <ul style="list-style-type: none">• Buildings undergoing substantial alteration are treated as “new construction” in UFAS due to the level of rehab. <p>Properties ready for occupancy after 6/10/82:</p> <ul style="list-style-type: none">• At least 5% of all dwelling units, or a minimum of one dwelling unit (DU) must meet <u>mobility impairment requirements</u>. (Always round up. 5% of 21 units = TWO fully accessible units.)• The mix of accessible units is to be comparable to the variety of other project units (ie. 1, 2, and 3 bedrooms).• Public and common use areas must be accessible per UFAS.
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		<p>Properties ready for occupancy on or before 6/10/82:</p> <ul style="list-style-type: none">• Borrowers are encouraged to make 5% of units fully accessible. If a unit undergoes extensive repair, it will be made accessible to the extent possible, up to the 5% requirement. (7 CFR 3560.60(d)(2))• Borrowers must conduct self-evaluations, and if needed develop transition plans• Borrowers must make common areas accessible when financially and structurally
	<p>Section 504 of the Rehabilitation Act (con't)</p>	<p>feasible (Common areas include mailboxes, office, community room, trash areas, playgrounds, laundry facilities, etc.)</p> <ul style="list-style-type: none">• When a qualified individual with a disability applies for admission, borrowers must make the unit accessible and usable to the individual. <p>Other Considerations:</p> <ul style="list-style-type: none">• For existing facilities, accessibility must be provided to the

			maximum extent feasible. If structurally impractical, a referral agreement may be used in lieu of making the facility accessible. <ul style="list-style-type: none">• An applicant / tenant may request “reasonable accommodation” at owner/ project expense at any time.
Public Law 101-336 (42 USC sections 12111 et seq.) 28 CFR Parts 35 and 36 7 CFR part 3560.60(d) Public Law 90-284 (42 USC sections 3601 et seq) 24 CFR Part 100 and 54 CFR Part 3232 (HUD’s regs implementing FHAA) 7 CFR section 3560.60(d)	The Americans with Disabilities Act of 1990 requires all places of public accommodation and commercial facilities be accessible to persons with disabilities. Applies to all new construction and any repair / rehab. This law applies to all public spaces, regardless of financing (public or private). Rural Development projects include: <ul style="list-style-type: none">• Section 515 Rural Rental Housing• Section 514 / 516 Farm Labor Housing grants and loans The Fair Housing	Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)	All areas open to the public must be fully accessible to persons with disabilities. (For a MFH development, this would apply to the rental office. Other spaces - such as laundries, community rooms, etc. – are generally “common areas” for the use of tenants and their guests, and are not considered public spaces. Exceptions would be a community room used for polling, training, etc. or a dining room serving outsiders.) Properties ready for occupancy after 1/26/93: <ul style="list-style-type: none">• Public areas must be accessible per ADAAG standards.• Once UFAS requirements are met, typically the additional ADAAG requirement is for a “van accessible” parking space at the office. Properties ready for

	<p>Amendments Act to the 1964 Civil Rights Act requires all “covered dwellings” to be adaptable. “Covered dwellings” are all ground floor units (or all units in an elevator building) in buildings with four or more units constructed after 3/13/91. This law applies to all Multi-family Housing, regardless of financing (public or private).</p> <p>Rural Development projects include:</p> <ul style="list-style-type: none">• Section 515 Rural Rental Housing• Section 514 / 516 Farm Labor Housing grants and loans		<p>occupancy on or before 1/26/93:</p> <ul style="list-style-type: none">• When public areas are altered, they must be altered to ADAAG standards. (Public areas are those areas used by individuals other than tenants and their guests. This includes offices used to pay bills or to inquire about rentals, public restrooms, and spaces used for voting, public meetings, or meals for outsiders.) <p>Properties ready for occupancy after 3/13/91:</p> <ul style="list-style-type: none">• At least one building entrance must be on an accessible route unless impractical due to terrain. (24 CFR 100.205(a)) (Unless terrain does not permit and “site impracticality” test performed, all ground level units or all units in an elevator building on an accessible route.)• Townhouses and buildings less than 4 units exempted from requirements.• All public and common use areas must be accessible. (24 CFR 100.205(c)(1))• All external and internal doors must be wide enough to accommodate wheel chair access. (24 CFR
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			<p>100.205 (c)(2)</p> <ul style="list-style-type: none">• All “covered dwellings” must contain the following features of adaptable design:<ul style="list-style-type: none">◇ Accessible route into and through the DU (24 CFR 100.205 (c)(3)(i))◇ Light switches in accessible locations (24 CFR 100.205 (c)(3)(ii))◇ Reinforcements in bathroom walls for grab bars and , (24 CFR 100.205 (c)(3)(iii))◇ Usable kitchens and bathrooms for persons in wheelchairs (24 CFR 100.205 (c)(3)(iv))• Applicant / tenant may request “reasonable accommodations” to the unit, at the tenant’s expense. <p>Properties ready for occupancy on or before 3/13/91:</p> <ul style="list-style-type: none">• Fair Housing has no accessibility requirements for projects constructed prior to this date.
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Existing Property Accessibility Checklist

DISCLAIMER	This information was developed to assist CNA Providers in developing repair lists for existing MFH properties financed through USDA Rural Development's Section 515 program, as part of a Capital Needs Assessment (CNA). This analysis was not intended to address all accessibility requirements of any Federal, State, or local laws or regulations nor should this information be relied on for that purpose. To ensure full compliance, borrowers, architects, loan officials, CNA Providers, contractors, and other interested persons should refer to the Uniform Federal Accessibility Standards, the HUD Fair Housing Accessibility Guidelines, the Americans with Disabilities Act Accessibility Guidelines, and all other applicable Federal, State, and local standards. Please be aware that the owner(s) of this building are responsible for compliance of all applicable accessibility regulations.	
SITE -	(For each item, enter "Y" for "Yes" , "N" for "No", or "NA" for "Not Applicable" in the first column. For each "N", transfer into the CNA a cost estimate for correction. Include details, notes, or photographs as appropriate to explain the situation.)	
Parking:	1.	Proper number of accessible spaces? (min. 1 / accessible unit + 1 visitor / office space – UFAS 4.1.1(5)(d)) (min. 2% of parking - DM 2.23) (must meet both)
	2.	Proper width (8' wide min.) and access aisle adjacent? (5' wide min.) (UFAS 4.6.3) (DM 2.21)
	3.	Correct slope of accessible parking / access aisle (2%). (No ramp projecting into access aisle or parking space.) (UFAS 4.6.3)
	4.	Visible designation sign? (not obscured by vehicle due to height of sign post) (UFAS 4.6.4) (DM 2.21)
	5.	Shortest distance (closest space to accessible apartment, office, laundry, or site amenity) (UFAS 4.6.2) (DM 2.20)
Accessible Route:		
	1.	Curb cuts with flared sides (1:10 max) from parking to sidewalk, and where accessible route crosses pavement (UFAS 4.7.1 and 4.7.5) (DM 2.22)
	2.	Sidewalk adjacent to parking provides minimum 36" width accessible route beyond car's overhang (UFAS 4.3.3)
	3.	Accessible route links all elements on site (min. 36" wide, 8% slope max.): accessible units (UFAS), adaptable units (DM), common areas, mailboxes, trash areas, common laundry, amenities, etc. (DM 1.6, 2.8, 2.9, 2.16) (UFAS 4.1.1, 4.3.2, 4.3.3, 4.34.7.1)
	4.	Accessible route includes no changes in level greater than ½" unless beveled or ramped (UFAS 4.3.8)
	5.	If accessible route slope exceeds 5%, constructed as a ramp (UFAS 4.8) (DM 1.7-1.8)
	6.	Ramps provided have max.1:12 (8.3%) slope, min 36" width, and cross slope

(Attachment F)

		max. 1:50? (UFAS 4.8.2, 4.8.6) (DM 1.7, 1.8)
	7.	Ramps with greater than a 6" rise or 72" length, handrails on both sides (UFAS 4.8.6) (DM 1.8)
	8.	Ramps with drop-offs have curbs or edge protection min. 2" high (UFAS 4.8.7)
	9.	Handrails extend 12" beyond both ends of ramp (UFAS 4.8.5) (DM 1.8) (May be omitted only if extension would obstruct a path of travel, no matter how designed.)
	10	If stair in circulation path and open underneath, protect stair bottom below 80" headroom with stair protection up to 27" high maximum (UFAS 4.4.2) (DM 2.18)
	11	Exterior stairs or interior common use stairs do not have open risers (at least partially closed) (UFAS 4.9) (DM 2.17)
COMMON AREAS - (halls, community rooms, laundries, lobby, etc.)		
	1.	Entrance threshold max, 1/2" at entry (UFAS 4.13.8) (DM 1.11)
	2.	Doorways 32" min. clear width (UFAS 4.13.5) (DM 1.11)
	3.	Lever hardware required (UFAS 4.13.9) (DM 1.11)
	4.	Floor covering is stable, firm, slip resistant. Carpeting, if provided, is low pile (UFAS 4.5.3)
	5.	Switches / outlets / thermostats / controls within reach range? (typically 15" - 48") (UFAS 4.27) (DM 5.3-5.9)
	6.	If provided, restrooms fully accessible: 18" clearance on pull side of door; maneuvering room (5' circle or T-shape); correct grab bars; bottom of mirror 40" max. above floor; lavatory 34" max. high, open beneath, lever faucets, & pipes covered. (UFAS 4.19 & 4.22, fig 28,29 & 30) (DM 2.28-2.30) (NOTE: maneuvering room not required if restroom is one lavatory and one water closet and provides a 30" x 60" clear space outside swing of door) *(See note)
	7.	If common kitchen provided, accessible route into, sink accessible: 34" or less high, open beneath, lever faucets, & pipes covered (UFAS 4.1.1, 4.24) (DM 2.14)
	8.	Laundry - at least one front loading washer and dryer, located in laundry nearest each accessible unit(s) (UFAS 4.34.7.2)
	9.	Washer / dryer controls within reach and 30' x 48" clear space at door / washer / dryer / sink (UFAS 4.2, 4.13, 4.24) (DM 2.26 - 2.27)
	10.	Playground - if provided, must be on an accessible route (accessible play equipment not required) (UFAS 4.1.1) (DM 2.9)
	11.	Mailboxes - 30" X 48" clear space, some boxes within 9" - 54" reach range (UFAS 4.1.1, 4.2) (DM 1.6 and 2.10)
	12.	Dumpster / trash areas – on accessible route, opening within reach range (typically 9" - 54") (UFAS 4.1.1)
PUBLIC AREAS - (onsite office, community room / etc. if open to more than tenants and guests)		
	1.	Meet all COMMON AREAS requirements (see above)

	2.	Van accessible parking space with proper width (8' wide min. or 11' wide universal space) (ADAAG 4.6.3) (DM 2.6 and 2.8)
	3.	Access aisle adjacent to van space (8' wide for 8' space, 5' wide for 11' universal space) (ADAAG 4.6.6) (UFAS 4.6.3) (DM 2.8)
	4.	Visible designation sign and "Van-accessible" sign (not obscured by vehicle) (UFAS 4.6.4) (ADAAG 4.6.4) (DM 2.21)
	5.	Correct slope of accessible parking / access aisle (2%). (No ramp projecting into access aisle or parking space.) (ADAAG 4.6.3)
	6.	Van accessible parking located on shortest accessible route (closest space to office or public space) (ADAAG 4.6.2)
ACCESSIBLE UNITS - (5% of total units required if constructed after 6/10/82 per USDA Departmental Regulations at 7 CFR 15b)		
General:	1.	Minimum 5% of total units fully accessible (NOTE: Always round up. A 20 unit project requires 1 fully accessible unit. A 21 unit development requires 2 fully accessible units.) (7 CFR 15b) (UFAS 4.1.4) (UFAS 4.1.4(11)).
	2.	Unit mix of accessible units reflects unit mix of all apartments (NOTE: If only one accessible unit provided, it would be the prevalent bedroom mix in the complex, usually a 2-bedroom unit. If a second accessible unit is provided, it would be the next prevalent bedroom size, usually a 1 bedroom unit.) (7 CFR 15b) *(See note)
	3.	Entrance threshold max. 1/2" at entry (UFAS 4.13.8) If sliding glass doors provided, threshold beveled to max. 3/4" (UFAS 4.13.8)
	4.	All rooms on a 36" wide accessible route (min. 32" clear at door openings) (UFAS 4.3.3 and 4.34.2(3))
	5.	Lever type hardware on entrance door (UFAS 4.13.9)
	6.	Switches / outlets / thermostats / controls in reach range? (typically 15" - 48") (UFAS 4.27.3)
	7.	Clothes closets - rod within reach (max. 54" height) (UFAS 4.2.5, 4.25.3)
	8.	Storage (linen, etc.) - some shelving within reach (between 9" and 54" above the floor; for side approach, between 9" and 48" for front approach) (UFAS 4.2.5, 4.25.3)
	9.	Floor covering is stable, firm, and slip resistant. If carpet provided, low pile (UFAS 4.5.3)
Kitchen:	1.	Minimum 40" clearance between opposing sides (60" in U-shaped kitchens) (UFAS 4.34.6.1)
	2.	30" X 48" clear space at appliances (UFAS 4.34.6.2)
	3.	Work surface - counter 30" wide min., no more than 34" above floor (with clear knee space or removable cabinet) (UFAS 4.34.6.4)
	4.	Wall cabinet storage above work surface 48" max height for at least one shelf (UFAS 4.34.6.10)
	5.	Sink space 34" max. above floor (with clear knee space or removable cabinet), 30" wide min. (UFAS 4.34.6.5)
	6.	Accessible sink controls (lever or push type controls) (UFAS 4.34.6.5(4))
	7.	Sink pipes insulated / covered (UFAS 4.34.6.5(8))
	8.	Cabinet hardware accessible (UFAS 4.34.6.10)

(Attachment F)

	9.	Front mounted range controls (UFAS 4.34.6.6) Oven self cleaning or adjacent to 30" clear open work space. (UFAS 4.34.6.7)
	10.	Separate switch for rangehood / light within reach range (UFAS 4.34.6.3, 4.27,4.1.2(12))
	11.	Refrigerator meets requirements (50% of freezer space in reach range) (UFAS 4.34.6.8)

Bathroom:	1.	30" x 48" clear floor space at door (UFAS 4.34.5.1) *(See note)
	2.	Knee / toe clearance under 34" maximum height lavatory (or removable cabinet) (UFAS 4.34.5. and 4.19.2)
	3.	Lavatory pipes insulated / covered (UFAS 4.34.5.3, 4.19.4)
	4.	Mirror 40" max. off floor (UFAS 4.22.6)
	5.	30" x 48" clear floor space at toilet (UFAS 4.34.5.2(1)) *(See note)
	6.	Grab bars in place and anchored securely (at toilet and tub / shower) (UFAS 4.34.5)
	7.	30" x 48" clear floor space at tub / shower (UFAS 4.34.5.4, 4.34.5.5) *(See note)
	8.	Tub controls located properly (UFAS 4.34.5.4(4))
	9.	Secure tub seat provided? (if not built in as part of unit) (UFAS 4.34.5.4(2))
	10.	Hand held shower nozzle, 60" min. long (UFAS 4.34.5.4(5))

ADAPTABLE UNITS - (Remaining ground level in buildings with 4+ units first occupied after 3/13/91)

General:	1.	All ground level units on accessible route, or site / building impractical to achieve that accessibility (DM 1.40-1.55)
	2.	Low (max 3/4") threshold at primary entry door, max. 4" step other exterior doors (DM 3.10)
	3.	36' accessible route to all rooms (entry door min. 32" clear opening, passage doors min. 31 5/8" clear opening) (DM 3.3, 3.5, 4.3)
	4.	Switches / outlets / thermostats / controls in reach range? (typically 15" - 48") (DM 5.1-5.9)
Kitchen:	1.	30" X 48" clear floor space at each fixture and appliance (DM 7.2)
	2.	31 5/8" min. clear opening into kitchen (DM 3.3, 3.5, 4.3)
	3.	Min. 40" between facing counters (in "U" kitchen, min. 60" if any fixture at bottom of "U" OR 40" min. if sink has removable front) (DM 7.2, 7.7-7.16)
Bathroom:	1.	Blocking for grab bars in place (DM 6.1-6.16, 7.33)
	2.	31 5/8" min. clear opening door to bath (DM 7.33)
	3.	30" x 48" clear space for wheelchair to enter, close door, and exit, outside of the door swing (DM 7.33)
	4.	30" x 48" clear space for wheelchair at each fixture (DM 7.33)
COMMENTS -		Note if project has water fountains, public telephones, or other site amenities that require accessibility, and if they comply or not. (Per UFAS, or UFAS and DM if built after 3/13/91.)
		Include details, notes, or photographs as appropriate to explain the situation for accessibility shortcomings.

NOTE -	The CNA process indicates work with an existing building. RD recognizes that it may not be possible to make an existing structure as accessible as new construction. Items marked "(See note)" particularly may be difficult or impossible to achieve without great expense. For those items, provide as much accessibility as possible without moving walls or relocating units. Relocating walls in bathrooms may be necessary if it is impossible to provide space for a wheelchair outside the swing of the door, and / or a useable bathroom will not result. Always when working with an existing building, seek accessibility "to the extent possible".
	With multiple accessibility requirements, the more restrictive code or regulation applies.
KEY -	<u>UFAS</u> = Uniform Federal Accessibility Standard (implements Section 504 of the Rehabilitation Act of 1973) (Implementation date for Rural Development was 6/10/82. Projects funded after that date must have accessible common areas and 5% fully accessible units.) See http://www.access-board.gov/ufas/ufas-html/ufas.htm
	<u>ADAAG</u> = Americans with Disabilities Act Accessibility Guidelines. (Implementation date 1/26/93. Projects funded after that date, or performing repairs after that date must comply.) See http://www.access-board.gov/adaag/html/adaag.htm
	<u>DM</u> = HUD's Fair Housing Act Design Manual (implements the Fair Housing Act Accessibility Guidelines) (Implementation date was 3/13/91. Projects funded after that date must provide adaptable ground level units, or all units in elevator buildings, in buildings of four or more units. Common areas must be accessible.) See http://www.huduser.org/portal/publications/PDF/FAIRHOUSING/fairfull.pdf

Accessibility Requirements for Rural Development Financed Existing Multi-Family Housing

Supplemental Questions & Answers

As part of its Multi-Family Portfolio Revitalization (MPR), Rural Development (RD) is providing additional guidance specifically to assist CNA Providers understand the level of accessibility requirements for properties with RD funding.

The primary source for guidance on accessibility requirements is available from Rural Development's MFH Asset Management handbook, [HB-2-3560](#), Appendix 5 on Civil Rights requirements. See <http://www.rurdev.usda.gov/regs/handbook/hb-2-3560/AM%20Appendix%205.pdf> Pages 9-20 include Frequently Asked Questions and Answers to a range of accessibility issues found in existing MFH properties.

Some additional situations / interpretations that are specifically relevant to the MPR have developed over time, which have not yet been incorporated into Appendix 5. Information about these topics are covered in the questions and answers below along with the FAQs from Appendix 5 which deal with the physical environment.

1. **How do borrowers meet 7 CFR 15b numerical requirements for fully accessible units?**

In MFH projects ready for occupancy after **June 10, 1982**, [7 CFR part 15b](#) standards require:

- At least **5 percent or one unit**, whichever is greater, must be fully accessible. To meet the 5 percent minimum, borrowers must round up to the next whole unit. For example, a 24-unit MFH project must have at least two fully accessible units (8.3 percent) rather than one (4.2 percent).
- Fully accessible units must be comparable in variety to other project units. For example, in a 24-unit project with 12 one-bedroom units and 12 two-bedroom units, one of the fully accessible units should be a one-bedroom unit and the other should be a two-bedroom unit.
- Rents for fully accessible units must be comparable to other same sized project units.
- If a project has more than one site, fully accessible units may not be clustered at one site, unless only one fully accessible unit is required.
- When a project has a wide variety of units (one, two, three or four bedrooms), borrowers are not required to exceed the 5 percent requirement simply to have a fully accessible unit of each type.

2. **What are the requirements for van accessible parking?**

The requirements vary based on when a project became ready for occupancy. The parking lot of all projects with public areas such as an on-site office, ready for occupancy after **January 26, 1993**, must be properly striped for van accessible parking and access aisles. All projects

with public areas ready for occupancy before January 26, 1993, must be striped for van accessible parking and access aisles whenever the parking lot is re-striped. This includes either an 11' wide space and 5' access aisle (preferred), or an 8' wide space and 8' wide access aisle.

3. **If accessible parking is located across the drive from the building it serves, must a crosswalk be painted on the drive?**

No, it's not required. However, having a crosswalk is a good idea since it would indicate a crossing exists, and hopefully would signal a driver to slow down. There is no requirement for a painted crosswalk in the accessibility standards. Further, there is no requirement for the color of paint to be used. White is most commonly used, and sometimes blue or yellow. Curb ramps from the drive to the site are required.

4. **What is the concept of "visitability," what is required , and when does it apply?**

The concept of "visitability" is that **a disabled person should be able to visit every apartment on site**. If that is not possible (due to a lack of elevators), the disabled person would like to visit every ground floor unit. The [Fair Housing Amendments Act \(FHAA\)](#) greatly furthered the concept of visitability by **requiring an accessible entrance to all ground floor units in buildings of 4 or more units, constructed for first occupancy after 3/13/91**. FHAA further requires those units to be "adaptable" to persons with disabilities. This is greatly improving accessibility in MFH throughout the nation, since the FHAA requirements apply to all multi-family housing, whether financed by the federal government or not.

Buildings constructed prior to 3/13/91 do not have to comply with the requirement for an accessible route to each ground floor unit. Section 515 and Section 514/516 properties built prior to 3/13/91 must comply with the Section 504 requirement for 5% fully accessible units, but there is no requirement for all ground floor units to be on an accessible route. Borrowers may incorporate the concept of "visitability" if they so choose, but Rural Development cannot require such modifications in properties built before this date.

5. **What does it mean that MFH playgrounds must be accessible?**

As a site amenity, playgrounds or "tot lots" must be accessible. **"Accessible" for a playground means that the playground must be on an accessible route.** A disabled parent or child must be able to get "to" the playground. A concrete or asphalt sidewalk to the playground meeting the requirements of an accessible route is sufficient. It is recommended that there be a turnaround at the end of that route, so a disabled individual does not have to "back out". If the playground has a defined edge (railroad ties, change in surface material, etc.), that is where the accessible route would end. If the playground is merely "in the grass", the accessible route does not have to go to any, or every, piece of equipment. It should end "reasonably close" to the equipment.

Accessible play equipment is only required for a "public" playground. The playground

on a MFH site is for “tenants and their guests”. It is a “common” area, not a “public” area.

6. **At existing properties with very hilly sites, does Rural Development expect an accessible route between every building and common facility?**

For properties built after 3/13/91, under the FHAA requirements, an accessible route to common areas and all ground level units in buildings with four or more units was required. (Even under those requirements, a “site impracticality” test was allowed to reduce accessibility throughout the site for hilly sites.) For properties built prior to that date, there is no requirement for an accessible route throughout the site. The requirement is that the office, 5% fully accessible units, and one common area of each type (laundry, trash enclosure, mailbox area, playground, etc.) be on an accessible route. In sites where a pedestrian accessible route cannot be provided, an accessible route using a vehicle is permitted.

For example, if an accessible route cannot be provided from the fully accessible unit(s) to the playground using sidewalks and ramps, an accessible parking space can be provided near the playground with an accessible route from the parking space to the playground. The tenant would then wheel out to their parking space, drive to the playground, and wheel to the playground. Obviously, this is not ideal, but is acceptable in situations where site constraints warrant it.

Bear in mind that there may be situations where “more than one” of a common site amenity must be on an accessible route. For example, if the site has two accessible units at opposite ends of the site, the laundry nearest each accessible unit should be on an accessible route and available for their use. In this situation, more than one accessible laundry room would be required.

7. **Are “open risers” on common area stairs permitted?**

Open risers are not allowed on common area stairs. Stairs are not part of an accessible route. That said, UFAS provides requirements for “accessible stairs” at UFAS 4.9. What/where are “accessible stairs”? **Stairs required to be accessible are any stair that serves more than one unit, or any exterior stair serving a single unit.** The only stairs on a Rural Development financed MFH site that would not be “accessible stairs” would be an interior stair that serves only one unit – where you open the door, do directly up the stairs, and typically end up in the unit’s living room. All exterior stairs and all interior stairs serving more than one unit are common use stairs.

Because of their common use, UFAS has greater accessibility requirements for those stairs. The stairs will be used by tenants and their guests. The tenant, or their guests, could be mobility or visually impaired. If they are, the possibility of a foot going through the open riser of a stair exists.

Due to that possibility, UFAS requires some form of “blocking” for the open riser. Note that UFAS does not say “closed risers are required”. UFAS 4.9.2 reads “Open risers are not permitted.” Vertical or horizontal strips (wood or metal), decorative wire mesh, or

other materials may be used. Many owners choose not to fully enclose the risers due to water, rain, light, ventilation, and security issues.

8. What is Rural Development's expectation regarding existing developments that feature split foyer design, with all units below or above entry grade?

Where an architect or engineer has determined that it is structurally impractical to make physical changes, a referral agreement to another nearby property with a fully accessible unit is an acceptable solution. However, cost alone should not be viewed as a basis to ignore physical modifications that achieve accessibility at the subject property, particularly if it is undergoing major rehab. For example, a split foyer design with all units below or above entry grade, it may or may not be structurally impractical to provide accessibility, depending on site and building conditions.

9. What are the requirements for accessibility for a community room kitchen / kitchenette?

In many situations, the requirements for an accessible dwelling unit kitchen have been applied to a common use kitchen or kitchenette. The Fair Housing Act Accessibility Guidelines and UFAS have similar requirements.

- The community room must be accessible, including an accessible route into the space, accessible doors, switches and outlets at proper height, etc.
- The kitchen area must have an accessible sink per UFAS 4.24. This includes a mounting height no higher than 34", knee clearance underneath, clear floor space at the sink, insulated piping, and an accessible faucet.
- UFAS 4.25 and 4.1.2(11) further requires that a portion of the storage provided (shelves, drawers, and cabinets) have clear floor space and be within the reach range. This requirement is normally met with standard kitchen base cabinets.
- The kitchen must have a 60" turning circle or "T" turn around for maneuverability. Space in the community room or a hallway immediately outside the kitchen may be used to meet this requirement.
- There is no requirement in a common use kitchen for an accessible work surface, range or cooktop with accessible controls, self cleaning wall oven, or an accessible refrigerator (with 50% of freezer space within reach ranges). These requirements appear in UFAS 4.34, and only apply to an accessible dwelling unit.

These requirements for a common use kitchen or kitchenette are minimums. Provision of additional accessibility in a common use kitchen or kitchenette is encouraged, but not required.

10. For an existing Section 515 property built after 6/10/82 with only townhouse units, what can be done to provide an accessible unit?

For existing Section 515 units meeting the above criteria, there are three possible actions:

- a) Construct a new fully accessible single story unit (often not financially possible);

- b) Convert an existing townhouse to be accessible “to the extent possible” (the next best solution); or
- c) Develop a “referral agreement” (the choice when neither Action “a” nor Action “b” are feasible).

Consultation with the State Office Program, Technical, and Civil Rights staff will be necessary to determine the best solution, on a case by case basis. The financial status of the property will be a major determining factor on what choice is made. If conversion is selected, the best possible solution is usually to add a bedroom and bath on the first floor. In that way, a disabled parent or child could utilize the bedroom and bath, and access the first floor. No access to the second floor would be added. This is not an ideal solution, but for a property that cannot afford to add a new fully accessible unit, it may be an acceptable solution. A “referral agreement” is the last possible choice in all cases of accessibility. It requires finding a similar property (similar bedroom mix, amenities, subsidy, assistance, etc.) within the area with accessible units that will accept applicants from this property. Since the subject property would be without accessible units, a “referral agreement” provides access to the “program” (providing housing) without providing an accessible unit on site.

11. What are the requirements about the height of wall cabinets in “fully accessible” units?

In cases of repair / rehabilitation / creation of a fully accessible unit in an Rural Development financed property, confusion exists over the height of wall cabinets. Unfortunately, UFAS is not clear on the requirements for the height of the wall cabinet. In one place, UFAS 4.34.2(8) requires cabinets to be accessible, but requirements are unclear. In UFAS 4.34.6.4 it refers to Figure 50. Figure 50 shows a maximum height to the bottom shelf of the wall cabinet over the work space of 48”.

In consultation with the Access Board (the writers of UFAS), Rural Development received guidance that the requirement for a lowered wall cabinet was intended only over the work space, not throughout the kitchen. All wall cabinets may be lowered, to provide an even plane. If no wall cabinets have been lowered in a unit, or if no workspace has been provided, then the wall cabinet over the work space as a minimum must be lowered to comply with Figure 50. Figure 50 shows the UFAS preferable (not required) method of lowering all wall cabinets. Remaining wall cabinets at standard height allows use of a microwave or coffeemaker under the wall cabinet, on the countertop.

12. Does installation of a wall shelf at 48” in lieu of re-positioning wall cabinets satisfy Rural Development requirements?

The Access Board has indicated that a shelf between base cabinets provides “equivalent” accessibility when it is not possible to lower wall cabinets. The shelf should not become the standard solution, but can be considered on a case-by-case basis. For example, if funds for rehabilitation are limited, the shelf may be a less expensive solution to removing and relocating the wall cabinet over the work space. If funds are available, the wall cabinets should be relocated. Although deemed “equivalent,” the shelf does not have doors to cover the storage space and should not be used if relocating wall cabinets is possible.

- 13. Is a 30" x 34" high workspace required in an accessible dwelling unit kitchen? While UFAS 4.34.6.4 requires this, it is not included in the list in Attachment B or added to the MFH Physical Inspection Form.**

Yes, it's required. The list in Attachment B was not intended to be all inclusive of UFAS standards, but to hit the big issues.

- 14. Where are grab bars required?**

Grab bars are required in the 5 percent of units that are "fully accessible." UFAS 4.34.5 uses the language "If provided, grab bars will" Rural Development has taken the position that grab bars will be installed in order to make the "fully accessible" unit ready for a person with disabilities. Grab bars are also provided in those units in which a tenant has requested them as a "reasonable accommodation." In those ground floor units constructed since 1991, FHA/AG required blocking for "adaptability." In those units, grab bars may be installed later as a form of "reasonable accommodation" when requested.

- 15. An item on the MFH Physical Inspection form refers to a "functional emergency call system." Are emergency call systems required in all fully accessible units?**

If the fully accessible unit presently has an emergency call system, it must be functional. If no emergency call system is in place, the borrower does not have to provide one at this time.

It may be necessary to add one as a "reasonable accommodation" per a tenant request in future. In such a case, a portable unit may suffice. There has been considerable confusion on this issue, and we realize that this may be a different answer than you have received in the past. HUD's old Minimum Property Standard (MPS) required an emergency call system in elderly housing. This standard was dropped in the 1980's, but has led to the confusion.

- 16. Is a 5' turning circle in a dwelling unit bathroom required?**

Some Transition Plans are indicating a need to enlarge the bathroom in an accessible unit to provide a 5' turning circle, which UFAS requires in a common use bathroom. Writers of Transition Plans are incorrectly applying this requirement to a dwelling unit. Rural Development staff should understand that an accessible dwelling unit bathroom must have clear floor space at the tub/shower and commode, but a 5' turning circle is not required within a dwelling unit bath. Also, UFAS provides an exception in 4.22.3 for public toilets with only one lavatory and commode. In those common use toilets, a 5' turning circle is not required.

- 17. We have an existing MFH property with multiple laundry rooms. Must each laundry room be made accessible?**

Not necessarily.

- For a property constructed for first occupancy after March 13, 1991 and subject to the Fair Housing Amendments Act design requirements, laundries for the covered units must

be on an accessible route, and the space must be accessible. This would apply to all ground floor laundries (or all laundries in a building with an elevator).

- In addition, for properties constructed, or with substantial alterations, after June 10, 1982, UFAS also applies. UFAS 4.1.3(3) states "Common Areas: At least one of each type of common area and amenity in each project shall be accessible and shall be located on an accessible route to any accessible dwelling unit." This sets a minimum of one accessible laundry. If accessible units are located near one another, the nearest laundry must be made accessible. If accessible units are located on opposite ends of the property, it may be necessary to make more than one laundry room accessible, depending on location and site topography. In such a situation, the nearest laundry room to each accessible unit must be made accessible.
- Regardless of when a property was constructed, it is the policy of RHS that, to the extent possible, barriers to common use areas that prevent any mobility impaired person from having full access will be removed. This does not, however, require borrowers to exceed the above standards unless it is necessary to do so in response to a request for a reasonable accommodation from a person with disabilities.

In addition, UFAS 4.34.7.2 states that washing machines and clothes dryers in common use laundry rooms shall be front loading." RHS has taken the position that this requirement is met if at least one washer and one dryer is front loading in every laundry room that is required to be accessible by UFAS. This position is taken, in part, in recognition that there may be some increase in cost to provide front loading washers and dryers.

18. How quickly must owners correct deficiencies in meeting accessibility requirements?

USDA regulations at 7 CFR 15b describe the use of a Self Evaluation and Transition Plan. The information in [HB-2-3560](#), Appendix 5 further defines the process. In essence, a Self Evaluation is conducted to determine what accessibility shortcomings exist on a property. If physical issues arise (beyond their "policies and procedures"), a Transition Plan is required to remedy those issues. Each item must be identified, a corrective action proposed, with a cost associated with it, and a schedule for implementing the correction. Rural Development recognizes that typically a property cannot afford to fix everything at once.

A Transition Plan allows the property up to three years to schedule corrections. That gives the property time to raise money through it's normal operating budget, find an outside source (loan, grant, owner's contribution, transfer, assumption, rehabilitation, MPR process, etc.). If the items can be corrected during the three year timeframe, the process is complete. If the list is extensive, or finances are such that the repairs cannot be completed in three years, the Transition Plan may be amended to continue for an additional three years. The concept is that a Transition Plan will be used to continue the property on schedule providing additional accessibility, until all items are completed. A Transition Plan should never be used to "postpone" or "avoid" accessibility. **As part of the Rural Development Multi-family Portfolio Revitalization, Rural Development anticipates that accessibility issues should be corrected. Ideally, accessibility issues would be included in the property's rehabilitation.** Remedy the accessibility issues that can be funded during rehabilitation /

through the MPR process, and capture the remaining items either in year 1 or in a Transition Plan, to be continually repaired until complete.

Owners should understand that a Transition Plan is not a one-time process. If one is done and completed, there is no guarantee that a future Transition Plan will not occur. For example, if sidewalks settle over time and provide a greater than 1/2" level change on an accessible walk, field staff may point that out, and request a new Self Evaluation / Transition Plan to correct the problem. (If sufficient funds in maintenance cannot correct it "now".) Likewise, trash enclosures may change over time. With a new trash service company, larger dumpsters without side openings may be used. Without a side opening, the dumpster may no longer be within the reach ranges. A change in the trash enclosure area would be required to adapt to the new equipment. So, changes in the site or buildings over time may affect accessibility, and require changes. What is accessible today is not guaranteed to be accessible tomorrow.

19. In common areas, such as corridors, lounge or dining areas, are "visual" and "audio" alarm systems required in an existing property?

The correct answer: it depends. If the property does not presently have a smoke or fire alarm system in place, or if the property is not receiving a rehabilitation as part of the servicing tools being used, there is no requirement from RD to add an alarm or revise any existing alarm system. However, if the locality or state law requires that an alarm system be added, the new alarm system must meet the requirements for both "visual" and "audio" signals. (See UFAS 4.28.) If the property is being rehabbed and an alarm system added, the Access Board has advised us that an alarm system that is both "visual" and "audio" must be added to the common areas.

Please note that these comments are directed to alarm systems in common areas. The only dwelling units that would be required to have a "visual" alarm are the fully accessible units.

Capital Needs Assessment Guidance to the Reviewer

AGREEMENT TO PROVIDE CAPITAL NEEDS ASSESSMENT

	GENERAL NOTES:
A	Reviews of proposed agreements for Capital Needs Assessments (CNA) should be based on Rural Development and other Rural Development -recognized guidelines.
B	If all review items are answered “NO”, the reviewer should advise the appropriate Rural Development official that the Agreement should be accepted.
C	Any review items answered with a “YES” should be explained in writing to the proposed Provider in sufficient detail for clarity and appropriate actions to be taken.
D	If all review items answered with a “YES” are satisfactorily addressed or corrected by the proposed Provider, the reviewer should advise the appropriate Rural Development official that the Agreement should be accepted.
E	If any review items answered with a “YES” cannot be satisfactorily addressed or corrected by the proposed CNA Provider, the reviewer should advise the appropriate Rural Development official that the Agreement should NOT be accepted.

	REVIEW ITEMS:	YES	NO
1	Does the proposed Agreement omit Rural Development’s Addendum to CNA Contract?		
2	Does the proposed Agreement omit Rural Development’s CNA Statement of Work?		
3	Is there any evidence or indication that the proposed CNA Provider has an identity of interest, as defined in 7 CFR part 3560?		
4	Is there any evidence or indication that the proposed CNA Provider is NOT trained in evaluating site and building systems, and health, safety, physical, structural, environmental and accessibility conditions?		
5	Is there any evidence or indication that the proposed CNA Provider is NOT trained in estimating costs for repairing, replacing, and improving site and building components?		
6	Is there any evidence or indication that the proposed CNA Provider is NOT experienced in providing CNAs for MFH properties that are similar to those in the Section 515 Program?		
7	Is there any evidence or indication that the proposed CNA Provider is NOT knowledgeable of site, building and accessibility codes and standards?		
8	Is there any evidence or indication that the proposed CNA Provider is debarred or suspended from participating in Federally-assisted programs?		
9	Does the proposed fee appear to be unreasonable?		

CAPITAL NEEDS ASSESSMENT REPORT

	GENERAL NOTES:
A	Reviews of preliminary Capital Needs Assessment (CNA) reports should be based on: <ol style="list-style-type: none"> 1. The Statement of Work referenced in the written agreement with the provider 2. Rural Development case file, such as property records and inspection reports 3. Latest available cost data published by RS Means 4. Rural Development guidelines 5. Fannie Mae guidelines
B	The reviewer should give special attention to the line items with the highest total costs.
C	The reviewer should be careful to note whether all systems or components that should be included have indeed been included in the report.
D	If all review items are answered “YES”, the Provider should be advised to finalize the CNA with no or only a few minor changes.
E	Any review items answered with a “NO” should be explained in writing to the Provider in sufficient detail for clarity and appropriate actions taken.
F	The final report should be reviewed to verify that any minor changes and items answered with a “NO” in the first review have been satisfactorily addressed or corrected.
G	When item “D” is completed, the CNA Reviewer should advise the appropriate Rural Development official that the CNA should be accepted as the final report.

	REVIEW ITEMS:	PRIMARY BASIS *	YES	NO
1	Is the report in the required format?	1		
2	Does the report fully describe the property?	1		
3	Are photographs provided to generally describe the property’s buildings and other facilities?	1		
4	Does the report identify who performed the on-site inspection?	1		
5	Does the report identify who prepared the report?	1		
6	Was an adequate number of dwelling units inspected?	1		
7	Is the length of the study period adequate?	1		
8	Is the list of property components complete?	5		
9	Is the list divided into the appropriate major system groups?	1		
10	Are the existing property components accurately described?	2		
11	Are the expected useful lifetimes of the components reasonably accurate?	5		
12	Are the reported ages of the components reasonably accurate?	2		
13	Is the current condition of each component accurately noted?	2		
14	Are the effective remaining lifetimes of components correctly calculated?	5		
15	Are proposed corrective actions appropriately identified?	1		
16	Are critical immediate repairs appropriately identified?	1		
17	Are items being replaced with “in-kind” materials when appropriate?	1		

(Attachment H)

18	Are the component quantities reasonably accurate?	2		
19	Are photographs provided to describe deficiencies?	1		
	REVIEW ITEMS:	PRIMARY BASIS *	YES	NO
20	Does the report adequately address environmental hazards and other relevant environmental issues?	1		
21	Does the report adequately address accessibility issues?	1		
22	Does the report address any existing accessibility transition plans and their adequacy?	1		
23	Are photographs provided to describe existing kitchens and bathrooms in the fully accessible units?	1		
24	Are the proposed years for repair or replacement reasonable?	5		
25	Are the repair/replacement durations appropriate and reasonable?	5		
26	Are the detailed estimated repair and replacement costs calculated in current dollars?	1		
27	Are the estimated repair and replacement costs reasonable?	3		
28	Are the sources for cost data explained in the report?	1		
29	Is the projected inflation rate appropriate?	1		
30	Have the costs in current and inflated dollars been totaled for each year?	1		
31	Have the costs for each year and grand totals been correctly calculated?	5		
32	Does the data in the report narrative and summary charts match?	5		
33	Does the report exclude routine maintenance, operation, and low cost expenses?	4		
34	Does the report include all deficiencies known to Rural Development?	2		
35	Does the report include all other relevant data or information known to Rural Development?	2		

* see General Note "A"

COMMENTS:

Sample Capital Needs Assessment Review Report

SAMPLE CAPITAL NEEDS ASSESSMENT REVIEW REPORT

[REVIEW OF PRELIMINARY / FINAL CNA REPORT]

Property Name and Location:

CNA Provider:

CNA Reviewer:

Date of Preliminary / Final CNA Report:

Date of Review:

Reviewer's Comments:

-
-
-

Purpose / Intended Use / Intended User of Review:

- The purpose of this CNA review assignment is to render an opinion as to the completeness, adequacy, relevance, appropriateness, and reasonableness of the work under review relative to the requirements of Rural Development.
- The intended use of the review report is to help meet Rural Development loan underwriting requirements for permanent financing under the Section 515 Revitalization Demonstration. The review is not intended for any other use.
- The intended user of the review is only Rural Development.

Scope of Review:

The scope of the CNA review process involved the following procedures:

- The review included a reading/analysis of the following components from the CNA report and the additional due diligence noted. The contents from the CNA work file were not reviewed. The components that were reviewed are:
 - Date of the Report
 - Narrative
 - Description of Improvements
 - Photographs of the Subject Property
 - Capital Needs Summary
 - Systems and Conditions Forms
 - Critical Needs Forms
 - Capital Needs Over the Term Forms
- This is a desk review, and the reviewer has not inspected the subject property.

- The reviewer has/has not confirmed data contained within the CNA report.

Review Conclusion:

In the reviewer's opinion, given the scope of the work under review:

- The subject CNA *meets / does not meet* the reporting requirements of Rural Development.
- The data *appears / does not appear* to be adequate and relevant.
- The CNA methods and techniques used *are / are not* appropriate.
- The analyses, opinions, and conclusions *are / are not* appropriate and reasonable.
- This is a review report on a *preliminary / final* CNA report. The *preliminary / final* CNA report is subject to review discussions between Rural Development and the owner of the subject property and between the owner and the CNA provider. The owner is the CNA provider's client, and only the client can instruct the CNA provider to revise the *preliminary / final* report. To be acceptable to Rural Development, the final CNA report should address any errors or deficiencies identified in the *Reviewer's Comments* section of this review report.

Signed by:

(CNA Reviewer)

(Underwriter / Loan Official)

(Please note: For the CNA Review Report of the preliminary CNA, only the CNA Reviewer needs to sign the report on behalf of Rural Development. For the CNA Review Report of the final CNA, the CNA Reviewer and the Underwriter / Loan Official shall sign the report. This is to encourage discussion between the Agencies parties, so that both the CNA Reviewer and the Underwriter are involved in the process of accepting the final CNA for the property.)

January 12, 2011

TO: State Directors, Rural Development
ATTN: Business Programs Directors
SUBJECT: Fiscal Year 2011 Business and Cooperative Programs Goals

The purpose of this unnumbered letter (UL) is to establish Business Programs goals for fiscal year (FY) 2011. The importance of program performance cannot be overstated. Secretary Vilsack's top priority is for USDA to help rural communities create wealth so they are self-sustaining, repopulating, and thriving economically. In addition, Agency performance planning and budget documents include goals associated with program utilization, such as jobs created and saved. Therefore, performance related to these goals is highly visible and goal accomplishment is critical to the overall performance rating achieved by Rural Development and USDA.

The goals are to be incorporated into the Elements and Standards of all State Business Programs Directors and Area Directors responsible for the cited programs. Additional guidance will be provided by separate memorandum.

As in the past, most of the goals focus on fund utilization. This year there is an emphasis on leveraging limited Business and Industry (B&I) Guaranteed Loan Program funds and overall portfolio management. The timely resolution of all problem accounts is imperative to maintaining a sound portfolio.

The estimated FY 2011 State goals are attached to this UL. Because the exact FY 2011 program levels and subsidy factors are not known at this time, these numbers may be revised, especially for programs with discretionary funding. The goals are based on program loan and grant levels.

Goal Number 1 - B&I Guaranteed Loans

Obligate 100 percent of the State's initial allocation.

EXPIRATION DATE:
January 31, 2012

FILING INSTRUCTIONS:
Community/Business Programs

Goal Number 2 - B&I Leveraging

Leverage at least 40 percent of the funds obligated. In other words, for every \$100,000 of B&I obligation, there should be an average of at least \$40,000 in other funding. This is based on the average of all the B&I loans funded in the State, rather than to each project. Agency records indicate that an average of 24.4 percent leveraging was accomplished in the B&I loans obligated in FY 2010.

The “other funding” includes any other funds that reduce the amount of B&I funds needed to fund the project (e.g. loans guaranteed by other Federal Agencies, such as the Small Business Administration, non-guaranteed loans, vendor financing, loans for working capital, lines of credit, state and local grants, venture capital, borrower contribution, etc.). Existing borrower debt should not be considered leveraging. Please refer to leveraging guidance posted to SharePoint and the Administrative Notice on the subject to be posted shortly.

The borrower contribution is the amount of cash contribution or value of real estate or other assets contributed by the owner(s) to the project financed with the B&I loan, or cash taken from the borrower operation that reduces the amount of B&I financing required for the project.

The Guaranteed Loan System (GLS) will be utilized to determine the amount of leveraging achieved. Therefore, it is imperative that the “Use of Funds” section of GLS be completed accurately. When multiple B&I loans are included in a financing package, avoid duplicate reporting of leveraging by entering the use and source of funds data at the Facility Level in GLS. In addition, because this GLS data cannot be revised once the loan is obligated, verify the accuracy at obligation. Then, thoroughly document any significant changes in the sources or uses of funds between obligation and loan closing in the Project Summary. The accuracy of GLS data will be verified during Business and Cooperative Programs Assessment Reviews (BCPAR) and other testing activities.

Goal Number 3 - Rural Energy for America Program (REAP)

Obligate 100 percent State’s initial allocation of grants of \$20,000 or less, and at least 25 percent of the State’s initial loan allocation.

The grant portion of loan-grant combinations where the grant is \$20,000 or less, will be considered in determining whether the (grants of \$20,000 or less) goal is met. Feasibility Studies for Renewable Energy Systems and Energy Audits and Renewable Energy Development Assistance will not be considered. The loan-only projects will be considered in determining whether the loan utilization goal is met.

Goal Number 4 - B&I/REAP Delinquency

Meet the State-specific delinquency goal which is based on an analysis of each State's B&I and REAP portfolios. This goal is based on the number of borrowers (rather than loans) as of October 1, 2010, and excludes cases in bankruptcy.

The resolution of each delinquent loan is important, but states should prioritize efforts on those loans that have been delinquent for more than one year, but also focus on resolving any new delinquent accounts that may appear throughout the year.

In the event the State cannot meet the delinquency goal established by this UL, the State Director may submit a written request and justification for consideration of an adjustment by the Administrator.

Goal Number 5 - Intermediary Relending Program (IRP), Rural Microentrepreneur Assistance Program (RMAP)

Obligate at least one IRP loan and submit at least one RMAP project to the National Office for funding (loan or grant-only), while closely monitoring the State IRP portfolio to avoid increases in the delinquency rate. States are receiving an allocation of IRP funds. A national competition will be utilized for RMAP.

Goal Number 6 - Rural Economic Development Loan and Grant (REDLG) Program

Conduct outreach meetings with at least three eligible Rural Utility Service (RUS) electric or telecommunications borrowers (intermediaries). The list of eligible REDLG intermediaries is posted to SharePoint. States with three or fewer eligible intermediaries will contact all those that are eligible. Provide a report of the meetings to the regional coordinators in the format as posted to SharePoint. A national competition is being utilized for REDLG, rather than state allocations.

Goal Number 7 - Value Added Producer Grants (VAPG)

Obligate at least one VAPG award. A national competition is being utilized for VAPG, rather than state allocations.

If you have any questions, please contact the applicable program area in the National Office. For B&I, contact Fred Kieferle, Processing Branch Chief at (202) 720-7818 or fred.kieferle@wdc.usda.gov; or David Lewis, Servicing Branch Chief at (202) 690-0797 or david.lewis@wdc.usda.gov.

For REAP, contact Kelley Oehler, Processing Branch Chief at (202) 720-6819 or kelley.oehler@wdc.usda.gov. For REDLG and IRP, contact Ken Hennings, Acting Division Director at (202) 690-3809 or ken.hennings@wdc.usda.gov. For VAPG, contact Andy Jermolowicz, Acting Deputy Administrator Cooperative Programs at (202) 690-0361 or andy.jermolowicz@wdc.usda.gov.

(Signed by Judith A. Canales)

JUDITH A. CANALES
Administrator
Business and Cooperative Programs

Attachment

Attachment

State	B&I Allocation & GOAL	B&I Delinquency GOAL	REAP Grant Mandatory Allocation	REAP Grants of ≤\$20,000 Allocation & GOAL	REAP Guaranteed Mandatory Loan Allocation	REAP Loan GOAL
Alabama	\$35,518,000	0	\$761,457	\$457,265	\$1,579,000	\$394,750
Alaska	9,990,000	2	166,333	91,499	300,000	75,000
Arizona	16,495,000	3	317,983	184,704	626,000	156,500
Arkansas	25,694,000	1	532,432	316,505	1,087,000	271,750
California	32,797,000	21	698,022	418,278	1,443,000	360,750
Colorado	13,857,000	2	256,494	146,912	493,000	123,250
Delaware	7,125,000	1	99,541	50,448	156,000	39,000
Maryland	13,352,000	1	244,712	139,671	468,000	117,000
Florida	27,649,000	5	578,025	344,527	1,185,000	296,250
Virgin Islands	5,000,000	3	50,000	20,000	100,000	25,000
Georgia	40,647,000	3	881,042	530,763	1,836,000	459,000
Hawaii	7,795,000	0	115,159	60,047	190,000	47,500
W. Pacific Terr.	5,000,000	1	50,000	20,000	100,000	25,000
Idaho	13,273,000	0	242,871	138,539	464,000	116,000
Illinois	26,806,000	4	558,361	332,441	1,142,000	285,500
Indiana	27,268,000	4	569,135	339,063	1,166,000	291,500
Iowa	20,594,000	2	413,552	243,441	831,000	207,750
Kansas	15,791,000	1	301,576	174,620	590,000	147,500
Kentucky	37,421,000	4	805,839	484,542	1,674,000	418,500
Louisiana	26,332,000	8	547,322	325,657	1,119,000	279,750
Maine	15,965,000	1	305,635	177,114	599,000	149,750
Massachusetts	10,593,000	2	180,396	100,142	330,000	82,500
Connecticut	8,990,000	1	143,029	77,176	250,000	62,500
Rhode Island	6,049,000	1	74,473	35,041	102,000	25,500

Michigan	37,307,000	2	803,180	482,908	1,669,000	417,250
Minnesota	23,236,000	0	475,132	281,288	963,000	240,750
Mississippi	33,197,000	1	707,351	424,011	1,463,000	365,750
Missouri	30,590,000	4	646,584	386,664	1,332,000	333,000
Montana	12,607,000	1	227,360	129,006	431,000	107,750
Nebraska	12,149,000	3	216,681	122,443	408,000	102,000
Nevada	7,819,000	1	115,725	60,395	191,000	47,750
New Jersey	10,968,000	2	189,132	105,511	349,000	87,250
New Mexico	15,908,000	1	304,299	176,294	596,000	149,000
New York	35,488,000	6	760,772	456,844	1,578,000	394,500
North Carolina	48,201,000	10	1,057,150	639,000	2,215,000	553,750
North Dakota	9,287,000	2	149,956	81,433	264,000	66,000
Ohio	37,888,000	6	816,719	491,230	1,698,000	424,500
Oklahoma	24,133,000	6	496,045	294,141	1,008,000	252,000
Oregon	17,460,000	5	340,480	198,531	674,000	168,500
Pennsylvania	40,163,000	12	869,761	523,829	1,812,000	453,000
Puerto Rico	17,522,000	2	941,940	199,428	677,000	169,250
South Carolina	29,267,000	7	615,733	367,702	1,266,000	316,500
South Dakota	10,859,000	0	186,606	103,959	343,000	85,750
Tennessee	35,780,000	2	767,563	461,018	1,592,000	398,000
Texas	48,201,000	11	1,057,150	639,000	2,215,000	553,750
Utah	9,736,000	4	160,415	87,862	287,000	71,750
Vermont	10,125,000	0	169,479	93,432	306,000	76,500
New Hampshire	10,832,000	1	185,962	103,563	342,000	85,500
Virginia	30,391,000	3	641,930	383,803	1,322,000	330,500

Washington	22,017,000	3	446,726	263,830	902,000	225,500
West Virginia	23,272,000	2	475,978	281,808	965,000	241,250
Wisconsin	26,359,000	5	547,944	326,039	1,120,000	280,000
Wyoming	8,252,000	1	125,835	66,609	213,000	53,250
Totals	\$1,129,015,000	174	\$22,792,977	\$13,439,976	\$46,031,000	\$11,507,750

January 25, 2011

SUBJECT: Interest Rate Changes for Housing Programs
and Credit Sales (Nonprogram)

TO: Rural Development State Directors,
Rural Development Managers,
and Area Directors

ATTN: Rural Housing Program Directors

The following interest rates, effective February 1, 2011, are changed as follows:

<u>Loan Type</u>	<u>Existing Rate</u>	<u>New Rate</u>
ALL LOAN TYPES		
Treasury Judgement Rate	0.270%	0.300%

The new rate shown above is as of the week ending December 30, 2010. The actual judgement rate that will be used will be the rate for the calendar week preceding the date the defendant becomes liable for interest. This rate may be found by going to the Federal Reserve website for the weekly average 1-year Constant Maturity Treasury Yield

http://www.federalreserve.gov/releases/h15/data/Weekly_Friday_/H15_TCMNOM_Y1.txt.

RURAL HOUSING LOANS

Rural Housing (RH) 502 Very-Low or Low	4.250	4.500
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EXPIRATION DATE:
February 28, 2011

FILING INSTRUCTIONS:
Administrative/Other Programs

Single Family Housing (SFH) Nonprogram	4.750	5.000
Rural Housing Site (RH-524), Non-Self-Help	4.250	4.500
Rural Rental Housing and Rural Cooperative Housing	4.250	4.500

Please notify appropriate personnel of these rates.

(Signed by Tammye Trevino)

TAMMYE TREVINO
Administrator
Housing and Community Facilities Programs

Sent by electronic mail on 01-25-11 at 10:00 am by PAD.
State Directors should advise other personnel as appropriate.

January 28, 2011

TO: State Directors
Rural Development

ATTN: Program Directors
Rural Housing

FROM: Tammye Treviño *(Signed by Tammye Treviño)*
Administrator
Housing and Community Facilities Programs

SUBJECT: Supervised Bank Accounts

This Unnumbered Letter (UL) is reissued in response to continued questions on the use of Supervised Bank Accounts (SBA) with our housing programs. It replaces any previous ULs on this subject.

The Customer Identification Program (CIP), as required by Section 326(a) of the USA PATRIOT Act, Pub. L. 107-56 (2001), requires social security numbers from the customer, our borrower, and the depositor. However, Rural Development is a Government organization that is exempt from the CIP requirements of the USA PATRIOT Act. Specifically, 31 CFR Sections 103.22(d)(2)(ii) and 103.121(a)(3)(ii)(B), exempt all Government agencies from CIP requirements.

To assist banks in complying with the USA PATRIOT Act, a copy of this UL may be provided to bank compliance officers for their documentation regarding not requiring Rural Development employee's social security numbers when an employee is set up for countersignature authority on the borrower's SBA.

It is recommended that Rural Development employees provide the bank with proof of being a Government employee such as a copy of their federal identification card.

If you have any questions regarding this UL, please contact Gloria Denson of the Single Family Housing Direct Loan Division at (202) 720-1487, or Janet Stouder of the Multi-Family Housing Portfolio Management Division at (202) 720-9728.

EXPIRATION DATE:
February 29, 2012

FILING INSTRUCTIONS:
Housing Programs

January 31, 2011

TO: State Directors, Rural Development

ATTN: Business Programs Directors
State Energy Coordinators

SUBJECT: Rural Energy for America Program
Renewable Energy Feasibility Study Grant Award Package
October 2010 Competition Awards

The Rural Energy for America Program funding selections for the Renewable Energy Feasibility Study Grant Program October 2010 competition are as follows:

State	Project	Grant Request
AK	Pulse Tidal, LLC	\$50,000
CA	J&D Wilson and Sons Dairy	\$8,250
CA	JMJ Power, LP	\$24,500
CO	Vagabond Community Partners, LLC	\$1,500
GA	Woodland Resources, LLC	\$21,875
HI	Hawaii Beef Producers, LLC	\$10,000
IA	Alternative Carbon Resources	\$50,000
IA	Cherokee Wind, LLC	\$21,141
IA	Debarthe Wind, LLC	\$5,300
IA	Lutes Family Investment Group, LLC	\$24,995
IA	Prairie's Edge Renewables, LLC	\$9,500
ID	High Power Energy, LLC	\$12,500
ID	SV Ranch, LLC	\$50,000
ID	The New Energy Company, LLC	\$5,562
ID	New Energy Three, LLC	\$5,562
IN	Melon Acres, Inc.	\$12,912
IN	Petoskey Plastics, Inc.	\$7,345
IN	Star Mill, Inc.	\$10,000
KY	Commonwealth Biofuels, LLC	\$20,000
MI	Balance 4 Earth, LLC	\$30,496
MI	Beaver Creek Dairy, LLC	\$10,000

EXPIRATION DATE:
January 31, 2012

FILING INSTRUCTIONS
Community/Business Programs

State	Project	Grant Request
MI	Riedstra Dairy, Ltd.	\$10,000
MI	River Ridge Dairy Company, Inc.	\$10,000
MI	Sackett Potatoes	\$8,750
MI	Siegler Dairy Farm	\$9,000
MN	DENCO II, LLC	\$50,000
MO	BEDR, LLC	\$9,875
MO	Harvill Farms, Inc.	\$3,000
MO	Missouri Solar Applications, LLC	\$50,000
MO	Producers Choice Soy Energy	\$50,000
MT	Prairie Wind MT1, LLC	\$45,250
NC	Currituck Wind, LLC	\$49,625
NE	Burt County Wind West, LLC	\$12,502
NE	Daniel W. Kluthe	\$41,000
NE	Midwest Veterinary Services, Inc.	\$25,000
NJ	East Coast Energy Solutions, LLC	\$47,500
NJ	SBR Enterprises	\$50,000
NM	Gutierrez Family, LLP	\$8,978
NY	Cayuga County Public Utility Service Agency	\$40,000
NY	TM Montante Solar Development, LLC	\$9,500
OH	Four Pines Farm, Ltd.	\$10,000
OH	Lumber Yard and Barn Parts Direct, LLC	\$10,000
OH	M&C, Inc.	\$25,000
OH	Miedema Dairy, LLC	\$10,000
OH	Ringler Energy, LLC	\$50,000
OH	Sandy Ridge Solar, LLC	\$2,500
OH	Upper Gilchrist Solar, LLC	\$2,500
OH	Van Raay Dairy, LLC	\$10,000
OH	Vermilion Wind, LLC	\$6,250
OH	Woodstone Solar One, LLC	\$2,500
OK	Cotter Wind Energy, LLC	\$50,000
OR	KLS Surveying, Inc.	\$50,000
OR	LD Perry, Inc.	\$6,250
OR	Novus Pacific, LLC	\$50,000
OR	Renewable Energy Contractors	\$6,250
OR	Ruby Renewables, Inc.	\$9,787
OR	Yaka Energy, LLC	\$42,500
SC	Agri-Tech Producers, LLC	\$10,000

State	Project	Grant Request
TN	Tennessee Biomass Supply Cooperative	\$25,000
TX	American Energy Ventus, LLC	\$46,826
TX	Brock Investment Group, Inc.	\$48,877
TX	Nutre, LLC	\$50,000
TX	Select Milk Producers, Inc.	\$17,500
UT	Green Field Energy Holding, LLC	\$40,000
WA	Scotts Dairy	\$20,000
WA	Thorp Prairie Community Wind, LLC	\$49,650
WI	The Farm's Custom Work, LLC	\$21,500
WP	Oceana Consultancy, LLC	\$21,931
Total		\$1,616,239

Please notify the referenced applicants of their selection. Process the applications in accordance with Section III. J., "Approval Process," of the August 6, 2010, Notice. Grants should be obligated using type of assistance code "505," entitled "REAP Mandatory Feasibility Studies." Appeal and review rights should be offered in accordance with 7 CFR, part 11 for unsuccessful applications.

If you have any questions, please contact Kelley Oehler, Branch Chief, Energy Division, at (202) 720-6819.

(Signed by Pandor H. Hadjy)

PANDOR H. HADJY
Deputy Administrator
Business Programs