

NATIVE VILLAGE OF BARROW IÑUPIAT TRADITIONAL GOVERNMENT

Housing Policies & Procedures



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NATIVE VILLAGE OF BARROW'S HOUSING POLICIES AND PROCEDURES

Section 1. NVB HOUSING POLICY AND PROCEDURES

1.1 INTRODUCTION

To promote and provide a quality housing program to include the development of decent, safe, sanitary and affordable housing to low-income Native Village of Barrow tribal members. To further advocate and coordinate with local, state, and Federal agencies to enhance economic and community development; to provide equitable housing services in a fair and accountable manner to the NVB tribal members; and to promote economic self-sufficiency and stability to the Native Village of Barrow tribal members.

Purpose of this policy:

- Define all programs and services operated by the Native Village of Barrow (NVB).
- Serve as a guide of the Native Village of Barrow to use in management of program assistance and services for:
 - Determining eligibility, admission, and selection of prospective recipients for program assistance and services.
 - Occupancy management for recipients living in tribally owned homes/*rental units*.
 - Determining the amount charged to a tenant/resident/homebuyer for monthly payments/rent.
 - Collections of payments due for housing services, work orders and other charges.
 - Handling program violations and enforcement of the provisions in this policy.
- Ensure consistent, equitable, and uniform treatment of clients and assurance of due process.
- Provide a basis for decision-making by NVB staff.
- Serve as a training manual for newly-hired or appointed staff.
- Ensure that applicable Federal, state and local laws are incorporated into management systems and are followed.

Definitions for terms are provided in Appendix A

This policy is applicable to all NVB customers (herein referred to as participants), including but not limited to applicants, residents of owned housing/*rental units* and recipients of assistance and services of all defined NVB programs.

1.2 PROGRAMS

See Appendixes for definitions or programs.

The program(s) operated by the NVB are covered under this policy and defined in Appendix B.

1.3 ADMISSIONS

This section outlines the basic steps to be followed in the applications process and in obtaining and verifying information for the purpose of determining eligibility.

1.4 APPLICATION PROCESS

Housing assistance applications will be advertised primarily through the NAHASDA Newsletter.

The application is the basic record of each family/person applying for admission and/or services. Each applicant will be required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information or any statements made by the applicant are subject to verification.

Applications shall be received at the current NVB office. All applications are to be fully completed and signed using indelible pencil or ink. Immediately upon receipt, the application will be date/time stamped, and initialed by the NVB staff. Completed applications may be mailed or delivered in person.

Verification of all information that affects eligibility, family composition, selection, priority or preferences, annual income, unit size, determination of affordable payments or rent, and housing need is required. Interviews may be conducted as an additional source of means of verifying applicant information. The preferred method for verification shall be by a third party. In addition, each applicant must sign a consent form for the release of information.

A NVB housing assistance application will be used to provide eligible NVB low income/moderate tribal members affordable housing services. The NVB application can include the HIP/NAHASDA eligible tribal member applicants. The HIP is for low income single woman/elder tribal members and NAHASDA is homeownership/lease-purchase and elder/disabled applicants. See ***Selection Procedure And Requirements, Section 2.5***. The HIP/NAHASDA applicants can be identified and screened for appropriate housing, personal, and income verifications on all NVB tribal members applying for housing.

The applicant is responsible for providing all of the necessary information and accurately completing the application as required. The applicant must certify that all information contained in the application is true and accurate to the best of his/her knowledge. The applicant is responsible for making corrections or updating the application on an annual basis. Failure to update an application within the required time is grounds for placing the application in an inactive file and removing the family from the waiting list.

The NVB shall maintain a file for each family completing an application. All information supplied by the applicant, verification of information, and all relevant correspondence with the applicant, shall be contained in the file.

1.5 ELIGIBILITY

Upon receipt of a completed application, the NVB housing staff will make a determination of eligibility. In order to be eligible for NVB's housing programs, participants must first meet all of the eligibility requirements in according with the ***Eligibility Requirements***. See *Section 2.5 for further information*. For the purposes of determining eligibility and for all other purposes related to calculating annual income, NVB housing shall use the following definition for determining "annual income": The Department of Housing and Urban Development's definition of annual income used for HUD's Section 8 programs in 24 CFR part 5, subpart F (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family assets), annual income as reported under the Census long-form for the most recent available decennial Census, or Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes, ***whichever definition is most advantageous to the applicant or participant***; and

An applicant determined to be eligible shall be promptly notified in writing and placed on the program waiting list. An applicant determined to be ineligible shall be promptly notified in writing. The notice shall state the reason(s) for the ineligibility and advise the applicant of his/her right to appeal. An appeal hearing to make a final determination of eligibility may be requested in accordance with the grievance process, herein defined. The applicant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding eligibility.

After eligibility determinations, the applicant files will be placed in one of four categories.

- Eligible: applications that have met initial program eligibility requirements and have been placed on the waiting list.
- Ineligible: applications that have not met initial program eligibility requirements and have been determined to be ineligible.
- Incomplete/Pending: applications that have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application will be notified and given 30 days to submit the missing information. The application will be placed in a pending (inactive) file until information is completed.
- Inactive: applications that have not been updated within one year. Those applications will be removed from the waiting list and will have to re-apply in order to be placed back on the waiting list. Those applications will receive a new application date but will be permitted to maintain their priority or selection preference, if qualified. Incomplete applications that are not completed in a timely manner will be placed in this file.

1.6 SCREENING OF APPLICANTS

Prior to placement in a unit or receipt of services, the NVB shall conduct a thorough screening process of each applicant to determine eligibility for admission for the applicable program. The NVB shall follow all applicable non-discrimination laws, pursuant to 25 USC § 4112. The screening process shall include a review of pertinent factors including the following:

1. The applicant's past performance in meeting financial obligations, including but not limited to rent and utilities. This first step will be the determining factor for a tribal member to be considered eligible for any type of housing assistance. The NVB shall request a report from a consumer credit reporting agency. The NVB shall request information from former landlords detailing payment history (from up to 5 years ago);
2. Whether the applicant was previously evicted for non-payment or non-compliance with any tribe/Tribally Designated Housing Entity (TDHE), Indian Housing Authority (IHA), tribal or public housing authority (PHA) policy;
3. Whether the applicant previously participated in a Housing & Urban Development (HUD)-assisted program and abandoned the dwelling unit;
4. The applicant's past performance and behavior including destruction of property, disturbance of neighbors, poor housekeeping practices, other activities which may endanger or be detrimental to other residents, or any other background items that indicate a likelihood that applicant will not be able or willing to comply with the applicable requirements of this Policy and the governing agreement. The NVB may, as circumstances dictate and at its sole discretion, require a home visit at the applicant's present residence. If a home visit is not feasible, references may be required; and
5. The applicant's criminal record (including all family members), particularly fraud, drug-related activities, physically violent crimes, or other criminal acts which may endanger other residents.
 - a. See Appendix F: Criminal Background Checks
6. NVB will request information from law enforcement agencies and the National Crime Information Center pursuant to 24 CFR Part 1000.150 and 152 Section 208 of NAHASDA. NVB will use Tagiugmiullu Nunamiullu Housing Authority (TNHA) for applicant screening if appropriate or circumstances require such investigations.

In determining whether an applicant is eligible for admission, the NVB shall review all of the information gathered in the screening process, taking into consideration the date, nature, and severity of the occurrences and the probability of future occurrences. If an applicant is determined to be not eligible for admission, a written notice of the determination and the grounds for the determination shall promptly be sent to the applicant. The notice shall advise

the applicant(s) of the right to appeal. An appeal hearing to make final determination of the matter may be requested in accordance with the grievance process, herein defined. The applicant is given the opportunity to produce evidence, clarify information, and/or ask questions regarding eligibility.

1.7 WAITING LISTS

The NVB shall maintain a waiting list for each housing program. The list shall be comprised of applicants who have been determined to be eligible. The eligible applicants will be placed on the waiting list by order of priority. Within each priority group, the applicants will be placed in chronological order, with the oldest application being first and the most recent application being last. Elders shall receive first priority on waiting lists during the year of application. Disabled families or individuals shall be given second priority on waiting lists during the year of application.. However, in recognition that not all housing inventory will be suitable for disabled applicants and pursuant to Section 504 of the Rehabilitation Act of 1973, in the event that a non-disabled applicant is first in line for housing before a disabled applicant, and an accessible housing becomes available, the accessible housing shall be provided to the disabled applicant even if he or she is not at the front of the waiting list.

The waiting list shall never be closed to new applicants, but deadlines may be set for submission of applications for specific grant programs or projects.

The waiting list shall be updated on a yearly basis. In order to remain on the waiting list, an applicant must continue to update his/her application and remain eligible for the applicable program. It is the responsibility of each applicant to update his or her application at least every 12 months. Applicants who fail to update their application, within 12 months of their most recent eligibility date, will be placed in the inactive file and lose their original date. Written notice will be sent to applicants when it is time for them to update.

Any applicant on the waiting list who wishes to be removed from the list must submit a written request to the NVB. Otherwise, no eligible applicant may be removed from the waiting list except for failure to update in a timely manner.

1.8 SELECTION OF PARTICIPANTS

The NVB shall select eligible applicants from the applicable program waiting list in order of the preferences (priority groups) and the applicant's respective eligibility dates. Eligible applicants will be categorized according to the selection criteria (priority groups) and ***Occupancy Standards below***.

For homeownership programs directly offered through the NVB (including lease-purchase), selection of a subsequent program participant may be decided by the rules for Successorship, in accordance ***with the Occupancy Standards/Conduct and Public Disturbance Sections***.

30 days after an applicant family has completed the screening process and been determined to be eligible for admission, the family will be notified in writing of their selection. The notification shall include the following:

- A statement that the family has been selected for participation in the applicable NVB program;
- A statement that the family will be required to participate in mandatory counseling/training sessions prior to occupancy;
- A statement that a homebuyer agreement/contract/lease will need to be executed;
- A statement that admission and contract execution is subject to a final income and eligibility verification;
- The address, location, legal description, unit number, or type of services to be received (amount of assistance);
- A statement that the family has 7 days in which to respond to the notice, either by accepting or rejecting the service/assistance/unit offered and that failure to respond within 7 days shall be regarded as a rejection of the offer. The date of formal rejection and new application date shall be 10 days after the notification of selection;
- A statement that a rejection of the offer shall result in the family receiving a new date (date of formal rejection) and that their application will be placed at the bottom of their priority group on the waiting list; and
- A statement that the notice is a contract and does not obligate the NVB in any way.
- A statement to limit the number of times an applicant may reject an offer of services, and state the consequences of rejection.

Determination and notice of ineligibility. If during the application interview or subsequent verification process, the NVB determines that the applicant is ineligible, the applicant will be given written notice of the determination. The notice shall state the reasons for ineligibility. The notice shall inform the applicant of any other program(s) for which the applicant may be eligible, and advise the applicant of the right to request an informal meeting according to the NVB Grievance Policy. The application, together with sufficient information as to the reasons for determination, is maintained in a file of “Ineligible Applications.”

Suspending the taking of new applications. If the number of applicants on the waiting list is such that there is no reasonable prospect that additional applicants are likely to be housed within the next year, the NVB may suspend the taking of additional applications in any category affected. NVB may also, in its discretion, set submission deadlines for inclusion in a particular project, program, or funding year.

1.9 AGREEMENTS & CONTRACTS

Prior to implementation of any program assistance and services, participants shall execute an agreement/contract with the NVB’s *various Housing Programs*, hereinafter referred to as the “Agreement.” The Agreement is a legal document that describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The agreement shall be executed in duplicate original with both parties receiving an original document. The agreement shall be signed by all adult participants and the person designated by the NVB. In situations where there are restrictions regarding succession of land, only the tribal member may execute the document.

If circumstances change regarding the participant, the program assistance and services, or the existing Agreement, a new agreement shall be executed. The NVB may revise or adopt policies that affect the participant’s obligations and requirements under the agreement. Such changes do not require execution of a new agreement. The NVB will provide notice to all participants of all policy changes that may affect them.

The participant may terminate the agreement provided that a 30-day written notice is given to the NVB, and the procedures for termination contained in the agreement are followed. The NVB may terminate the agreement in accordance with the provisions contained in the agreement. A failure to comply with any of the requirements, obligations, or duties outlined in the agreement shall be grounds for termination.

The NVB shall issue a notice of breach to the tribal member/homebuyer promptly after the occurrence of such a breach, notify the tribal member/homebuyer of grievance procedures, and state the action required by the NVB to amend the breach. If the breach is not amended to the satisfaction of the NVB, a notice of termination shall be issued. The notice of termination shall be in accordance with the terms and conditions of the agreement.

Termination of Agreement. Termination of the Agreement shall be in accordance with the terms of the Agreement and applicable law. For terminations due to non-payment, NVB has established specific procedures in *Payments and Collections section*. The general termination procedure for breach of the Agreement for reasons other than non-payment is stated below.

1. **Notice of breach.** When a breach of the Agreement has been identified, NVB shall discuss the noncompliance with the homebuyer/*renter*, provide the homebuyer/*renter* with written notification identifying the breach, and give the homebuyer/*renter* an opportunity to identify any extenuating circumstances, and allow the homebuyer/*renter* into or propose a plan of action to correct the breach. If a homebuyer/*renter* accepts or requests a reasonable plan of action for the breach, which is acceptable to NVB, NVB will prepare documentation of the plan for the homebuyers/*renters* and NVB’s signature.
2. **Notice of Termination.** If no plan is developed, or if the homebuyer/*renter* fails to comply with the parties’ plan, NVB will issue a Notice of Termination. The notice shall state the reasons for the termination, and if applicable give the homebuyer/*renter* an opportunity to file a grievance according to NVB’s Grievance Policy. NVB may require the homebuyer/*renter* to attend a mandatory conference to discuss the noncompliance with the plan of action. The homebuyer/*renter* shall have the right to review documents pertaining to the breach upon request.

3. **Notice to Quit.** If the Agreement terminates as a result of the homebuyer's/**renter's** failure to cure the noncompliance after Notice of Termination, NVB may issue a Notice to Quit at any time before seeking court relief.
4. **Incurable breaches of Agreement.** Certain breaches of the Agreement are of a nature so serious and damaging to the project environment that NVB will not offer a plan of action to the homebuyer/**renter** and will move forward with immediate termination. These include, but are not limited to, the following:
 - a) Criminal activity, such as bootlegging, drug-related criminal activity; crimes involving the abuse of minors;
 - b) Violence, such as assault, use or threats of physical or deadly force; use, discharge, or assault display of weapons in and around the project;
 - c) Vandalism, destruction, removal of any part of the home or local structures, including tribally owned property;
 - d) Maintenance of conditions hazardous to the health of the occupants and the project, including maintenance of fire risks, discharge of pollutants or unsanitary waste.
 - e) NVB's maintenance of risk pool insurance to cover various risks in no way limits NVB's right to take reasonable action to protect the project environment, occupants of the home, neighboring families, and NVB property.
5. **NVB Eviction and Foreclosure Policy.** NVB will apply and follow all applicable laws and policies to obtain possession of home where homebuyer/renter is in default. However, before NVB-Housing may proceed with any eviction or foreclosure action in any court of competent jurisdiction, against any homebuyer/renter in default, NVB-Housing must complete the following steps:
 - a) Conduct a title search of all relevant public records to verify all legal ownership interests in the property.
 - b) Research and analyze all property interests and documentation constituting the recordation of the title. In addition, ensure that:
 1. NVB-Housing is aware of all ownership interests by other parties on the property;
 2. All signatures and recorded information on the recording documents are accurate, correct, and not a result of error or forgery;
 3. All documents are free of defective recordation, including flaws in the recorded documents or the record-keeping; and
 4. Any restrictive covenants, including unrecorded easements, or other legal restrictions such as zoning requirements are known by NVB-Housing.
 - c) Share all results and information from the title search and analysis process with legal counsel for review and advice of legal counsel.

1.10 PROGRAM ASSISTANCE AND SERVICES

[APPLIES TO OCCUPANCY OF ALL NVB FIVE DIFFERENT HOUSING PROGRAMS]

[FOR SPECIAL REQUIREMENTS DURING THE PROGRESS OF PROGRAM SERVICES N/A]

1.11 Native Village of Barrow Requirements

- A. **Insurance.** The NVB shall provide required insurance on the unit structure including fire and extended coverage. The homebuyer/**renter** will have to secure insurance for personal property/contents.

- B. **Relocation.** Requirement to provide alternative housing in the event of emergency evacuation and approved renovation.
- C. **Maintenance.** Requirement to provide maintenance for owned rental units where repairs are for normal wear and tear.
- D. **Accounting** for all payments and reserves. [Reserved]

1.12 USE & CARE OF HOME/RENTAL UNIT

As a condition of occupancy, homebuyers/tribal members are required to use the home/**rental unit** as a principal residence, except for temporary absences, as approved by the NVB.

The use of the home/**rental unit** for operation of a business may be approved by the NVB if the operation of a business may be essential for the well being of the family, or for the family to meet its obligations under the agreement. The operation of the business should not negatively impact the neighbor or surrounding community. A request to operate a business out of the home shall be made in writing. A decision on the request shall be made within 30 days of the date of the request. A denial is subject to the NVB's grievance procedure.

A home/**rental unit** which has been unoccupied for a period of one month/30days or more without NVB approval may be determined to be abandoned and in breach of the homebuyer agreement/lease.

No tribal member/homebuyer shall make any structural modifications or additions to the unit unless approved by the NVB. A request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g. plans/specifications). The tribal member/homebuyer must be in full compliance with the terms of the homebuyer/**rental unit** agreement/lease. The following requirements prevail:

- Modifications which are approvable include but are not limited to energy conservation items, alternative heat and air, enclosing a carport/garage, adding storage space, adding a living space, permanent fencing, and cosmetic interior items.
- All costs and expenses incurred by the tribal member/homebuyer/**rental unit** in making modifications shall be solely the responsibility of the homebuyer/tribal member.
- No liens may be placed on the **rental unit**/home in connection with the structural modification. The property shall remain unencumbered until conveyed to the homebuyer.
- All construction shall be done in accordance with local building codes and ordinances. The NVB shall be given the opportunity to inspect the work during all phases of completion.
- If the homebuyer/**renter** is in compliance with the terms of the homebuyer/**rental unit** agreement, the NVB may approve the use of equity funds to pay for the cost of structural modifications.

Tribal members shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and tribally owned property. The head of household and spouse are responsible for all family members and residents of their homes/**rental** units. Tribal members are responsible for care and maintenance of the home and property in accordance with *Appendix D*. It is the homebuyer's/tribal member's responsibility to report all damages to the unit so claims can be processed in a timely manner.

1.13 CONDUCT & PUBLIC DISTURBANCE

Homebuyers/**renters** shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community. The NVB shall maintain a record of all homebuyer/**renter** complaints. Any conviction (including "no contest" pleas) for a drug related criminal activity shall be grounds for immediate terminations in accordance with the homebuyer/**renter** agreement/lease.

The homebuyer/**renter** (head or spouse) is responsible for all actions of the residents, guests, and children of the home/**rental unit** and may be held accountable for such actions.

The homebuyer/**renter** shall remain in compliance with the applicable local animal control laws and/or policies.

The homebuyer/**renter** is required to list all occupants of the unit/home on the family's admission form / record/ application for continued occupancy. Any visitors who remain for an extended period are subject to inclusion on the family's official record. The homebuyer/**renter** shall not take in boarders or sublet the unit without prior approval by the NVB **and is strictly prohibited under the Sublease section.**

1.14 THE CERTIFICATION PROCESS

All participants of homeownership and rental programs are required to recertify on an annual basis. The date for re-certification will be the anniversary of the family's move-in date (initial occupancy). Re-certification includes verifying information needed to determine homebuyer payment/rent payments and other vital information concerning the family's composition and records. The NVB shall notify the homebuyer/**renter** of the need to re-certify and set a date/time for the re-certification.

At the time of the required re-certification, the homebuyer/**renter** shall be required to submit an application for continued occupancy, on a NVB prescribed form. The completed application and any attachments shall be signed by the homebuyer/**renter**.

Notice of Charges. At least 30 days prior to the anniversary date of the **NVBPHA** or the effective date of any changes in monthly payments, the homebuyer/**renter** will be notified in writing concerning any changes in monthly payments. This includes any changes due to NVB charges in utility allowances.

After the annual re-certification process is complete, an adjustment in payment/rent amount will be made effective the month immediately following the re-certification. Increased rent/payment adjustments will be made retroactively unless the NVB determines that re-certification was delayed by the NVB or some third party, and that the homebuyer/**renter** was in no way at fault. Decreased rent/payment adjustments will be made retroactively only if the NVB determines that the re-certification was delayed by the NVB or some other third party, and that the homebuyer/**renter** was in no way at fault. Within 10 days of the completed re-certification process, the homebuyer/**renter** shall be informed in writing of any changes in the required monthly payment/rent and the effective date of these changes.

The homebuyer/**renter** may voluntarily request a re-examination of income and/or re-certification if he/she feels that circumstances have occurred which would affect the monthly-required payment/rent. The NVB will process these requests on a first-come, first-served basis.

If the homebuyer/tribal member fails to provide updated information in a timely manner the NVB shall assume that there has been no substantial change and the payment/rent will remain unchanged.

The homebuyer/renter may be required to submit additional information at re-certification, if the NVB deems it necessary to complete the family's records or to assist in determining income and payments/rent. Information which may be required includes but is not limited to social security cards (numbers) for new family members/occupants, divorce decrees, and receipts for various expenses.

If it is impossible to determine a family's actual income due to unstable conditions such as fluctuating or sporadic employment and income, the NVB may set a date for special re-examination, at which time the family's economic condition is likely to be more stable. The NVB may use alternative methods of calculating annual income in cases where an accurate estimate of income cannot be arrived at or computed. (See Payment Policy)

1.15 PAYMENTS AND COLLECTIONS

1.15.1 Purpose and Applicability.

Applicable programs: homeownership opportunity, lease purchase, and rental & loan programs, where payment is required for direct housing, or for loans involving renovation, new units, & purchase of materials.

1.15.2 Deposits & down Payments.

Participants in the rental program are required to pay a security deposit in the amount of \$500, prior to move-in. The deposit shall be refundable at the time of move-out, provided that all conditions, obligations and requirements of the NVB and lease agreement have been satisfied.

Down Payments [reserved].

1.15.3 Required Monthly Payments.

The amount of required monthly payment for program participants will be determined at the onset of the program services as stipulated, herein, and in each respective agreement for program services. The monthly amount for rent/payment may be adjusted pursuant to re-examination.

Annual income will be the basis for determining eligibility and the starting point for calculating monthly payments. The NVB has determined that annual income will be based upon the definition(s) of income, as presented in Appendix A. Once the annual income has been determined, the NVB will apply the required and the local NVB deductions and as referenced in Appendix A, to arrive at the adjusted annual income.

Annual adjusted income divided by 12 = the monthly-adjusted income.

Monthly-adjusted income X 15% or 30% = required monthly payment.

It is the responsibility of the homebuyer/**renter** to provide all utilities for the unit including deposits. The NVB has determined that utilities are to be considered a part of the monthly payment calculation, and shall deduct an applicable utility allowance from the monthly payment amount to arrive at the final monthly payment. If the NVB determines that an adjustment in the utility allowances is to be made, the affected program participants shall be given written notice of the adjustment not less than 30 days prior to the effective date of the adjustment.

Reference to establishing a Purchase Price Schedule for Homeownership Programs – **Appendix C.**

Payments are due and payable on the 1st day of each month. Payments shall only be received at the NVB office located at 6970 Boxer Street. Payments may be mailed in, but must be received by the due date or shall be considered late. Acceptable forms of payment are as follows: **(NVB should list).**

A late fee of twenty-five dollars (\$25.00) per occurrence will be assessed if full payment is not received by the 10th day of each month. If no payment is received by that time, the NVB will send a reminder letter (notice of delinquency) and allow the tribal member until the end of the month to respond to the letter. During this period, the NVB shall make every effort to contact the delinquent tribal member by personal visit or phone and document the attempts or contact. If the tribal member fails to make the required payments, or fails to obtain approval alternative arrangements, by the end of the month, the account will be handled in accordance with the outlined procedures for enforcement of program violations.

Non-Sufficient Fund (NSF) Checks. NVB will charge a \$25.00 service charge for any NSF checks returned to NVB.

If the tribal member informs the NVB and presents evidence of inability to make full payment due to hardship, the NVB may consider an extension and negotiate a settlement. The tribal member

should contact the NVB prior to the due date to receive an extension. The extension deadline will become the new due date. The NVB shall consider extreme circumstances in approving an extension of the due date. Such conditions may include a death in the immediate family or other disaster that affects the financial state of the family. When credible evidence is presented by the tribal member to clearly show an inability to make full payment, the NVB may accept partial payment.

Partial Payment. Where financial hardship is suffered, homebuyers/**renters** are required to make voluntary partial payments rather than pay nothing. Partial payments show the homebuyer's continued commitment to the **Homeownership** and the NVB NAHASDA program. Where partial payments are being made, NVB will hold-off on immediate termination action if the homebuyer's/**renter's** payment history is good, it appears that the past-due balance will be repaid in the near future, and the homebuyer/**renter** is complying with all other requirements of the NVB NAHASDA program. If the inability to make full payments is expected to exceed 60 days, the homebuyer must promptly sign a written Collection Agreement which states the reason for the extension or partial payment and specifies the date or dates on which payments will be made.

The NVB may give a tribal member up to three (3) chances in submitting partial payments within a one year period.

The NVB may suspend the required monthly payments/rent for a specific period time due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the unit/house. The homebuyer/**renter** may request the suspension of payments/rent, and the NVB shall approve/disapprove the request and notify the homebuyer/**renter** in writing of the determination.

The NVB may schedule a budget counseling session for the tribal member at a specified time during the period of account delinquency. Attendance and participation will be required. In addition, the NVB will offer budget counseling at any time, if requested by the tribal member. The NVB shall require the tribal member to sign a statement documenting attendance and commitment by the debtor to improve personal financial management.

The NVB may negotiate a pay back agreement with the delinquent tribal member as an alternative to immediate termination. The term for the pay back agreement will be at the discretion of the NVB, but in no case shall exceed three months. It will contain an acknowledgment of the amount owed, the terms of repayment including the date, amount, and place of payments, and a default clause in the event the agreement is breached. The tribal member head of household and designated NVB staff will sign the agreement. If a default results, the account will be handled in accordance with the outlined procedures for enforcement of program violations. Within fourteen days of the default, the delinquent tenant may ask for reconsideration of the payback agreement. If the tribal member presents credible evidence of hardship that caused the breach of the payback agreement, the NVB will have discretionary authority to reinstate the pay back agreement. If prior payment agreements have failed, the NVB may restrict the reinstatement.

1.15.4 Payment Adjustments.

The effective date of change with respect to payments will be the first day of the month immediately following the effective date of the adjustment.

Errors in calculating a required payment, unfavorable to the resident or resulting from resident misinformation and favoring the tribal member shall be adjusted retroactively to the effective date of change.

1.15.5 Ceiling Payments/Rents [Optional]

A schedule for ceiling rents and ceiling payments has been established by the NVB and is **included in the main policy**. If the monthly payment calculation results in an amount greater than the ceiling amount for a particular unit, the resident will be charged the lesser of the required payment or the ceiling amount.

1.15.5 General Maintenance Fund.

The NVB will allocate a set amount of each monthly payment to capitalize its General Maintenance Fund.

- a) This amount may be established annually as a set percentage of the total homebuyer/renters' monthly payments to NVB, up to percent. Alternatively, in order to ensure sufficient preservation of NVB housing stock, the NVB may determine the amount to be allocated from the monthly payments total to the Maintenance Fund by calculating the percentage needed to cover the annualized cost of maintaining all residences in all NVB residences in the applicable programs.
- b) The funds in the General Maintenance Fund shall be managed and accounted for separately from other NVB-Housing funds, and shall be kept in a separate bank account established solely for this purpose.
- c) The funds in the General Maintenance Fund may be expended exclusively for necessary upkeep, maintenance and repair of homes that are part of the NVB-Housing Program.
- d) For individuals renting homes from NVB-Housing, the funds shall be used at NVB-Housing's discretion to carry out necessary maintenance, repair, and upkeep of the homes. If the work that needs to be done is to remedy damage beyond normal wear and tear, the funds will be provided in the form of a low-interest loan, in the same manner and according to the same process as that for homebuyers and homeowners, as set out in the following subsection.
- e) For homebuyers and homeowners, and for renters when used to repair damage beyond normal wear and tear, the funds shall be provided, at NVB-Housing's discretion, in the form of a low-interest loan, to be secured through a promissory note and deed of trust.
- f) The work to be done with funding from the General Maintenance Fund will be carried out or contracted out by NVB-Housing.
 1. The work to be done may be determined by NVB-Housing when carrying out its inspections.
 2. In the alternative, the tenant/homebuyer may submit an application for the needed work, on a form and in a manner to be determined as appropriate by NVB-Housing.
 3. In either circumstance, the determination as to the work that needs to be carried out is in the sole discretion of NVB-Housing.
 4. NVB-Housing will procure the goods and services directly, utilizing its procurement requirements and processes.
 5. Payments will not be made to homebuyers or renters directly, but only to contractors and vendors carrying out the work or supplying the necessary goods.

1.16 HOME INSPECTIONS

Note: NAHASDA (Sec. 403) requires that the NVB review activities conducted and housing assisted under the Act including on-site inspection of housing. The review must be done not less frequently than annually. NAHASDA also requires that the NVB maintain the viability of housing stock previously developed (See also 24 CFR Part 1000.502).

Note: The ***Agreement*** currently allows for annual inspections to be waived up to five years if the homebuyer/**renter** is in full compliance and has no deficiencies.

1.16.1 Initial inspection

At the time of initial occupancy, a move-in inspection shall be conducted with the NVB's inspector (representative) and the homebuyer/**renter**. The homebuyer/**renter** shall be permitted to have a representative of their choice present at the initial inspection to assist them.

The NVB shall provide the homebuyer/**renter** with counseling or homebuyer/**renter** training sessions that cover the obligations of the tribal member and proper homecare procedures. Attendance at counseling sessions may be a mandatory requirement prior to occupancy.

At the conclusion of the initial inspection, the homebuyer/**renter** shall sign an inspection report detailing any deficiencies in the **rental** unit/home. The NVB shall correct the deficiencies within a reasonable amount of time.

At the time of move-in, the homebuyer/**renter** shall be provided with a list/packet of the applicable warranties for that particular unit/home.

1.16.2 Annual inspection

The NVB shall provide the homebuyer/**renter** with written notification of the scheduled inspection at least 14 days prior to the date of the inspection. The notice shall state that the annual inspection is a requirement of the homebuyer/**rent**/lease agreement and give the date and time of the inspection.

The NVB shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the unit/home. The homebuyer/**renter** shall sign the inspection. The homebuyer/**renter** shall sign the inspection report, which contains the results of the inspection.

If the inspection reveals any deficiencies in the condition of the unit/home, the homebuyer/**renter** shall be given 30 days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.

The NVB shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The homebuyer/**renter** shall be notified and given the opportunity to be present at the inspection. If the homebuyer/**renter** has not corrected the deficiencies, the NVB may terminate the homebuyer agreement/**rent**/lease in accordance with the terms of the agreement, or perform the necessary work and change the homebuyer/**renter's** account.

In addition to the annual inspection, special inspections may be required by the NVB if the homebuyer/**renter** has received unfavorable inspection reports in the past. Special inspections may be required as a condition of initial occupancy if the homebuyer/tribal member has a poor record at past residences.

1.16.3 Move-out inspections

Upon termination of the homebuyer/**renter** agreement/lease, the NVB shall conduct a move-out inspection. The homebuyer/**rental** or representative shall be present at the inspection. The NVB shall prepare an inspection report which shall be signed by the homebuyer/tribal member. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required, and a statement which gives the homebuyer/**renter** 60 (*at the discretion of the NVB*) days to correct the deficiencies. If the deficiencies are not corrected by the deadline, the NVB shall correct the deficient items and charge the homebuyer's/**renter's** account (equity of deposit) for the work. If the amount of the work exceeds the homebuyer's/tribal member's available balance, the NVB shall bill the homebuyer/**renter** for the amount outstanding.

Allow the homebuyer/**renter** an opportunity for a follow-up inspection and to automatically charge the homebuyer's/**renter's** account.

1.17 SUBLEASING

Subleasing a home is *not allowable* under the Homeownership/**Rental** Program and may be permitted only under *extenuating conditions at the sole discretion of NVB Housing*.

1.18 CONVEYANCE AND CONVERSION OF DWELLING UNITS

1.18.1 Opportunity to purchase

Participants of the Homeownership Program will be given the opportunity to purchase their home in accordance with the homebuyer agreement and when all necessary obligations under the agreement have been satisfied.

Title VI, NAHASDA funded and 184 Indian Housing Loan Guarantee Programs are included in the homeownership housing assistance activities.

1.18.2 Conveyance of dwelling units

A home shall be eligible for conveyance when the homebuyer has met all of the obligations of the homebuyer agreement including but not limited to purchase price paid in full, payment settlement and closing costs, attorney's fees, payment of first year's insurance coverage and taxes (if applicable).

The NVB shall provide all necessary legal documents including lease assignments and cancellations. Any documents requiring signatures or letters of approval will be prepared/secured by the NVB in time for closing. Monthly payments will continue to be charged until the home is conveyed.

When the balance owed on the home equals \$1,000 or less (*determined by the NVB*), the NVB shall provide written notification of the anticipated payoff. The notification shall provide a statement of the balance owed, the approximate date of payoff, and an estimate of all required charges, fees, and costs. After the notification, the NVB shall verify all of the accounts and financial documents to ensure accuracy. The NVB shall prepare all of the necessary documents and perform all required transactions to enable the home to be conveyed. Once the homebuyer has paid off the balance of the home and other necessary settlement costs, the NVB shall notify the homebuyer of the closing date. At the closing, the NVB shall provide all of the necessary documents to complete the transaction. The homebuyer and NVB shall execute all of the required documents and legal instruments. The homebuyer shall receive a copy of the settlement statement detailing all charges and a copy of the warranty deed (or other instrument conveying the home, e.g., lease agreement).

1.18.3 Transfer of Title

Once the transaction is completed, the NVB shall file and record all of the necessary legal instruments. The original (recorded copy) deed or other legal instrument shall be mailed to the homebuyer within 14 days of closing.

1.18.4 Disposition of proceeds/settlement of account

Any remaining balance due to the homebuyer after closing shall be mailed to the homeowner within 14 days of closing.

1.18.5 Post-conveyance modernization of other housing assistance

[Reserved]

1.18.6 Conversion of Units to a Different Program

The NVB may approve a homebuyer's written request to convert to the rental/homeownership program if the NVB determines that the conversion is in the best interest of the homebuyer/tribal member and the NVB. In considering approval, the NVB shall evaluate factors such as financial feasibility, condition of the unit/home, repair costs and delinquencies. If all move-in and move-out requirements for both programs have been met to the NVB's satisfaction, any remaining balance in the homebuyer's/tribal member's account shall be refundable. The NVB shall furnish a copy of a settlement detailing any amounts owed or to be refunded prior to completion of the conversion.

1.19 TRAINING REQUIREMENTS

The homebuyer/tribal member is required to attend all mandatory of counseling sessions scheduled by the NVB (*See section 1.8.*) The homebuyer/renter may be required to attend individual counseling sessions as a condition of continued occupancy.

Safety & Protective Services

[Reserved]

1.20 PROGRAM VIOLATIONS & EVICTIONS

For any serious unresolved or uncorrected violations of the Agreements, on the part of a program participant, pursuant to the provisions of this policy, actions will be pursued for enforcement of termination of respective Agreements and for eviction and restitution. The list of violations and the eviction process are provided in this policy. NVB Housing will apply and follow all applicable law and policy when seeking to evict a program participant for violation of the Agreement or any applicable Policy.

GRIEVANCE

*The procedure for Grievance is provided as **Appendix E**.*

Section II: APPENDIXES A - D

2.1 APPENDIX A: DEFINITIONS

NOTE: The following definitions are from NAHASDA (25 USC 4101) and its implementing regulations at 24 CFR Part 1000, or other applicable federal law, and should be included in this policy. These definitions are current as of the date that the Amended Policy was adopted, June 20, 2016. Please check current federal law, as the law and regulations are subject to change from time-to-time.

I. ADJUSTED INCOME

The term “adjusted income” means the annual income that remains after **excluding** the following amounts:

- A. YOUTHS, STUDENTS, AND PERSON WITH DISABILITIES
\$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)-
 - 1. Who is under 18 years of age; or
 - 2. Who is- 18 years of age or older; **and**
 - a. A person with disabilities or a full-time student.
- B. ELDERLY AND DISABLED FAMILIES
\$400 for an elderly or disabled family.
- C. MEDICAL AND ATTENDANT EXPENSES
The amount of any income of any member of the family who is less than 18 years of age. Of-
 - 1. Medical expenses, in the case of an elderly disabled family; and
 - 2. Reasonable attendant care and auxiliary expenses for each family member who is a person with disabilities, to the extent
 - 3. Necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.

D. CHILD CARE EXPENSES

Child care expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.

E. EARNED INCOME OF MINORS

The amount of any income of any member of the family who is less than 18 years of age.

F. TRAVEL EXPENSES

Excessive travel expenses, not to exceed \$25 per family per week, for employment- or education- related travel.

G. OTHER AMOUNTS

Such other amounts as may be provided in the Indian housing plan for an Indian tribe.

II. AFFORDABLE HOUSING

The term “affordable housing” means housing that complies with requirements for affordable housing under title II of NAHASDA. The term includes permanent housing for homeless persons who have disabilities, transitional housing, and single room occupancy housing.

III. DISABLED PERSON, HANDICAPPED PERSON, OR PERSON WITH DISABILITIES

The terms “disabled person,” “handicapped person” or “person with disabilities” shall have the same meaning, and each of these terms means any person who has a [physical or mental impairment](#) that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the [program or activity](#) in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

A. *Physical or mental impairment* includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term *physical or mental impairment* includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

B. *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

C. *Has a record of such an impairment* means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

D. *Is regarded as having an impairment* means:

- (1) Has a **physical or mental impairment** that does not substantially limit one or more major life activities but that is treated by a **recipient** as constituting such a limitation;
- (2) Has a **physical or mental impairment** that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
- (3) Has none of the impairments defined in **paragraph (a)** of this section but is treated by a **recipient** as having such an impairment.

IV. DRUG-RELATED CRIMINAL ACTIVITY

The term “drug-related criminal activity” means the illegal (under federal or state law) manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as such term is defined in section 802 of the Title 21).

V. ELDERLY FAMILIES AND NEAR-ELDERLY FAMILIES

The terms “elderly family” and “near-elderly family” mean a family whose head (or his or her spouse), or whose sole member, is an elderly person or near-elderly person, respectively. Such terms include two or more elderly persons or near-elderly persons living together, and one or more such persons living with one or more persons determined to be essential to their care or well-being. Such arrangements should be specified in the Indian Housing plan.

VI. ELDERLY PERSON

The term “elderly person” means a person who is at least 62 years of age.

VII. FAMILY

The term “family” includes a family with or without children, an elderly family, a near-elderly family, a disabled family, and/or a single person.

VIII. INCOME

The term “income” means income from all sources, for each member of the household, as determined in accordance with criteria prescribed by the Secretary, except that the following amounts may not be considered as income under this paragraph:

- A. Any amounts not actually received by the family.
- B. Any amounts that would be eligible for exclusion under Section 1382b(a)(7) of Title 42.
Note: 24 CFR Part 1000.10 states that annual income has one of the following meanings as determined by the Indian tribe. The NVB must indicate in their written policies that govern the eligibility, admission, and occupancy of families for housing assisted with NAHASDA funds the definition(s) of annual income that they will use. The NVB does not need to limit their definition to only one of the three outlined in the guidance. For example, the policy may state that the tribe or TDHE will use the definition most advantageous to the family or to the housing entity. The three options are as follows:

1. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S SECTION 8 DEFINITION OF INCOME

(Except that when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of net family assets) Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the twelve month period following the effective date of initial determination or re-examination of income, exclusive of certain types of income as provided in paragraph (2) of this definition.

Annual income includes, but is not limited to:

- a. The full amount, before any payroll deduction, of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services;
- b. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in the definition of exclusions. Any withdrawal of cash or assets from an investment will be included in income except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000 annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
- e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
- f. Welfare assistance
If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - (1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (2) The maximum amount that the welfare assistance agency could, in fact, allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be in the amount resulting from one application of the percentage;
- g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and
- h. All regular pay, special pay and allowances of a member of the Armed Forces.

Department of Housing & Urban Development's Section 8's Annual Income does **not** include:

- a. Income from employment of children (including foster children) under the age of 18 years;
- b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
- c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- e. Income of live-in aide;
- f. The full amount of student financial assistance paid directly to the student or to the educational institution;
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- h. Amounts received under training programs funded by HUD;
- i. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain self-sufficiency (PASS);
- j. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in specific program;
- k. A resident service stipend, which is a modest amount (not to exceed \$200 per month) received by an Indian housing resident for performing a service for the IHA, on a part-time basis, that enhances the quality of life in Indian housing. Such services may include, but are not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
- l. Incremental earnings and benefits resulting to any family member from the participation in qualifying state or local employment training programs (including training programs not affiliated with local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training;
- m. Temporary, nonrecurring or sporadic income (including gifts);
- n. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- o. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- p. Adoption assistance payments in excess of \$480 per adopted child;
- q. Deferred periodic amounts of supplemental security income and social security benefits that are received in a lump sum amounts or in prospective monthly amounts;

- r. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes on the dwelling unit;
- s. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- t. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following types of income are subject to such exclusion:
 - (1) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
 - (2) Payments to volunteers under the Domestic Volunteer Service Act of 1973;
 - (3) Payments received under the Alaska Native Claims Settlement Act of 1973;
 - (4) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes;
 - (5) Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program;
 - (6) Payments received under programs funded in whole or in part under the Job Training Partnership Act;
 - (7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
 - (8) The first \$2,000 of per capita shares received from judgment funds awarded
 - (9) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
 - (10) Payments received from programs funded under Title V of the Older Americans Act of 1965;
 - (11) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation;
 - (12) Payments received under the Maine Indian Claims Settlement Act of 1980;
 - (13) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for cost incurred for such care) under the Child Care and Development Block Grant Act of 1990; and
 - (14) Earned income tax credit (EITC) refund payments received on or after January 1, 1991

2. U.S. CENSUS DEFINITION OF INCOME

Annual income is the algebraic sum of all amounts received by the family/household including head or spouse and all other persons 15 years old and over residing in the household regardless of relationship, for the 12-month reporting period.

Annual income includes but is not limited to the following;

- a. Wage or salary income--includes total money earnings received for work performed as an employee during the calendar year. It includes wages, salary, Armed Forces pay, commissions, tips, piece-rate payments, and cash bonuses earned before deductions were made for taxes, bonds, pensions, union dues, etc.
- b. Non-farm self-employment income--includes net money income (gross receipts minus expenses) from one's own business, professional enterprise, or partnership. Gross receipts include the value of all goods sold and services rendered. Expenses include costs of goods purchased, rent, heat, light, power, depreciation charges, wages and salaries paid business taxes (not personal income taxes), etc.

- c. Farm self-employment income--includes net money income (gross receipts minus operating expenses) from the operation of a farm by a person on his or her own account, is an owner, renter, or sharecropper. Gross receipts include the value of all products sold, government farm programs, money received from the rental of farm equipment to others, and incidental receipts from the sale of wood, sand, gravel, etc. Operating expenses include cost of feed, fertilizer, seed, and other farming supplies, cash wages paid to farmhands, depreciation charges, cash rent, interest on farm mortgages, farm building repairs, farm taxes (not state and Federal personal income taxes), etc. The value of fuel, food, or other farm products used for family living is not included as part of net income.
- d. Interest, dividend, or net rental income--includes interest on savings or bonds, dividends from stockholdings or membership in associations, net income from rental of property to others and receipts from boarders or lodgers, net royalties, and periodic payments from an estate or trust fund.
- e. Social Security income--includes Social Security pensions and survivor's benefits and permanent disability insurance payments made by the Social Security Administration prior to deductions for medical insurance, and railroad retirement insurance checks from the U.S. Government. Medicare reimbursements are not included.
- f. Public Assistance income--includes
 - (1) Supplementary security income payments made by Federal or state welfare agencies to low income persons who are aged 65 years old or over, blind, or disabled;
 - (2) Aid to families with dependent children, and
 - (3) General assistance.

Separate payments received for hospital or other medical care (vendor payments) are excluded from this item.

- g. Retirement or Disability Income--includes the following:
 - (1) Retirement pensions and survivor benefits from a former employer, labor union, or Federal, state, county, or other governmental agency;
 - (2) Disability income from sources such as worker's compensation; companies or unions; Federal, state, or local government; and the U.S. military;
 - (3) Periodic receipts from annuities and insurance; and
 - (4) Regular income from IRA and KEOGH plans.
- h. All other income--includes
 - (1) Unemployment compensation;
 - (2) Veterans Administration (VA) payments;
 - (3) Alimony and child support;
 - (4) Contributions received periodically from person not living in the household;
 - (5) Military family allotments;
 - (6) Net gambling winnings; and
 - (7) Periodic income other than earnings.

U.S. Census Annual income does **not** include the following:

- a. Money received from the sale of property (unless the recipient was engaged in the business of selling such property);
- b. The value of income "in kind" from food stamps, public housing subsidies, medical care, employer contributions for persons etc.;
- c. Withdrawal of bank deposits;
- d. Money borrowed;

- e. Tax refunds
- f. Exchange of money between relatives living in the same household; and
- g. Gifts and lump-sum inheritances, insurance payments, and other types of lump-sum receipts.

3. ADJUSTED GROSS INCOME AS DEFINED BY THE INTERNAL REVENUE SERVICE (IRS)

Adjusted gross income means gross income minus deductions, including the following:

- a. On account of a trade or business carried on by the taxpayer (except for services as an employee) (Paragraph 1006);
- b. For trade or business expenses paid or incurred by a qualified performing artist for services in the performing arts as an employee (Paragraph 941 A);
- c. Allowed as losses from the sale or exchange of property (see paragraph 1701 et. Seq.);
- d. For expenses paid or incurred in connection with the performance of services as an employee under a reimbursement or other expense allowance arrangement with the employer or third party (Paragraph 942). Employee expenses that are not reimbursed under an accountable plan are not deductible from gross income;
- e. Attributable to rental or royalty property (Paragraph 1089);
- f. For depreciation or depletion allowed to a life tenant of property or to an income beneficiary of property held in trust, or to an heir, legatee, or devisee of an estate
- g. For contributions by self-employed person to pension, profit-sharing, and annuity plans (Paragraph 2113);
- h. Allowed for cash payments to individual retirement accounts (IRAs) and deductions allowed for cash payments to retirement savings plans of certain married individuals to cover a non-working spouse (Paragraph 2170 & 2172);
- i. For the ordinary income portion of lump-sum distribution to the extent included in gross income (Paragraph 2153);
- j. For interest forfeited to a bank, savings association etc., on premature withdrawals from time savings accounts or deposits (Paragraph 1287);
- k. For alimony payments (Payments 1008);
- l. For the amortization of reforestation expenses (Paragraph 1287);
- m. For certain repayments of supplemental unemployment compensation benefits to a trust described in Code Sec. 501(c)(9) or (17), required because of receipt of trade readjustment allowances (Paragraph 1009);
- n. For jury duty pay remitted to employer (Paragraph 1010);
- o. For moving expenses (Paragraph 1073);
- p. For the purchase of clean-fuel vehicle and refueling property (Paragraph 1286);
- q. For interest on education loans incurred on, before, or after August 5, 1997 with respect

2.2 APPENDIX B: NVB ADMISSIONS AND OCCUPANCY POLICY - HOMEOWNERSHIP

2.2 LEASE/PURCHASE OPTION

2.2.1 **Nature of Agreement and Opportunity to Purchase.** The *NVB Housing Program Agreement (NVBPHA)* is the Agreement governing the NVB Homeownership program, and it gives eligible tribal members the right and option to purchase the home. Until the purchase option is exercised, NVB is the record owner of the home and NVB may terminate the NVBPHA for any material violation of the agreement. The tribal member may terminate at anytime by giving the notice required by the NVBPHA. In addition, if the tribal member has signed the latest version of the NVBPHA, the tribal member may be required to exercise the purchase option, and to take full title, under certain conditions that make continuation of the agreement infeasible.

2.2.1.1 **Purchase Price Schedule.** When the tribal member is admitted, the purchase price Schedule (See Appendix C) will be provided, containing the following information:

- The initial purchase price for the home;
- The amount by which the purchase price drops each month of participation and the declining price of purchase each month over the term of the NVBPHA, which shall be not less than ten (10) nor more than thirty (30) years.
- Where NVB will not use interest rate in a purchase of a new home.
- The approximate date on which the purchase price drops to is zero.

2.2.1.2 **Initial Purchase Price.** For a new project and the original tribal member, the initial purchase price is determined by the total development cost and the size and type of the home being purchased.

2.2.1.3 **Subsequent Purchase Price.** The subsequent purchase price is determined by NVB to approximate the actual value of the home at the time of admission. NVB may determine the subsequent purchase price by:

Appraised or market value, including comparable appraisals of similar units in the same or similar communities;

Current replacement cost, determined by any reasonable method;

Using the remaining purchase price of the home as listed on the original purchase price schedule, in combining with an appropriate “age” of home, which is developed by judging years of use and actual condition or aging the home;

Any combination of these or other methods that will approximate actual value.

2.2.1.4 **Starting Place on Schedule.** In addition to setting the subsequent purchase price, NVB shall determine the term of the NVBPHA, which shall be not less than 10 nor more than 30 years and shall be the same number of years it will take for the subsequent purchase price to decline to zero.

2.2.1.5 **Elderly and Disabled Homebuyers.** For those Homebuyers who are elderly persons or persons with disabilities at the time they enter the program, the Purchase Price shall be discounted by 100%, and that Homebuyer shall owe NVB \$1.00 toward the payment of the Purchase Price. For those Homebuyers who become elderly persons or persons with

- 2.2.1.6 disabilities once they are in the program, the amount that is still due and owing shall at that time be discounted by 100%, and that Homebuyer shall owe NVB \$1.00 toward the payment of the remainder of the Purchase Price.
- 2.2.2 **Conveyance of the Home.** The following policies and procedures apply to conveying a *Homeownership* home. Throughout this policy, the term “homebuyer” refers to both single homebuyers and to couples who signed the NVBHPA.
- 2.2.3 **Eligibility to Purchase.** Homebuyers are not eligible to purchase the home unless and until they have complied with all obligations under the NVBHPA, including the obligation to make Required Monthly payments and the obligation to occupy the home as their principal residence. For Homebuyers with delinquencies remaining after the purchase prices reaches zero, see *the Termination Section*.
- 2.2.3.1 **Exercise Ineffective Until Compliance.** If the homebuyer exercises the purchase option at a time when the homebuyer is ineligible, the exercise shall not be effective unless and until the homebuyer comes into compliance.
- 2.2.4 **Initiative of Process.** Either the homebuyer or NVB may initiate the process for conveyance.
- NVB.** In general, NVB may initiate the process for conveyance when the balance of the homebuyers’ accounts (*Homeownership* contribution plus MEPA (Monthly Equity Payments Account), less any delinquencies approximates the purchase price of the unit. Under certain versions the NVBHPA, NVB may initiate an early mandatory purchase. Refer to the applicable NVBHPA for details.
- Homebuyer.** The Homebuyer may initiate the process by exercising the option. The option may be exercised by making a clear, written election to pay (in a lump sum) the remaining balance of the purchase price after application of all reserves and accounts, plus any closing or settlement costs, either through cash or financing.
- 2.2.4.1 **Confirming Reserves and Accounts.** NVB shall determine the amount of the homebuyer’s reserves and accounts in response to a request from the homebuyer or to determine whether NVB should counsel or notify the homebuyer concerning exercise of the purchase option.
- 2.2.4.2 **Confirming Site Control.** Before processing a conveyance, NVB shall check site control and determine whether the home is located on land and leased or restricted land. NVB will provide the legal description of the property for use in all conveyance documents.
- 2.2.4.3 **Counseling.** The homebuyer will be counseled or advised in writing that once conveyance of title is transferred, the homebuyer becomes wholly responsible for all costs, liabilities and responsibilities associated with ownership, including but not limited to insurance coverage on the home, property taxes, utilities, easements, lease compliance and so on.
- 2.2.4.4 **Interim Responsibilities.** After exercise of the option, but before title is conveyed, the homebuyer shall continue to pay until the settlement date. NVB will continue to maintain risk pool or insurance coverage on the home until conveyance. In cases where conveyance is delayed by the homebuyer’s default, NVB may charge the full Required Monthly Payment or other appropriate monthly rate.
- 2.2.4.5 **Closing Costs.** In addition to the payment of the balance of the purchase price schedule, the homebuyer pays all settlement costs incidental to acquiring ownership. These cost may include:
- o As-built survey;
 - o Title examination and title insurance inspection;
 - o Deed preparation fees;
 - o Fees for preparing lease assignment or lease cancellation documents;
 - o Closing, recording or transfer fees associated with title; and
 - o Any financing, escrow and similar costs associated with outside financing, if any.

Initial payment of fire, weather, liability claims for all NVB housing units and extended coverage insurance (if home is being purchased through NVB financing);

Settlement costs, unless the homebuyer uses other funds or financing to cover such costs;
Purchase price balance.

2.2.5 Transfer of Title.

Home. Transfer of title of the home shall be by resolution from NVB to the homebuyer. In the event of any dispute over eligible transferees, the conveyance may be delayed until such dispute is resolved. Conveyance may be made to the estate of a deceased homebuyer, in appropriate situations.

2.2.5.1 Conveyance Package. NVB shall coordinate with the homebuyer in preparation of the title and other documents comprising the conveyance package. If the homebuyer has elected to purchase title insurance, the parties will also coordinate with the title company. In general, NVB's legal counsel prior to the transfer of the property will review the conveyance package; however, such review is solely for the protection of NVB.

2.2.5.2 Requirements. The conveyance documents shall be adequate to convey NVB's interest in the home to the homebuyer. The title of home shall adequately describe the property.

2.2.5.3 Other. Settlement documents shall also provide for a full and final release of claims, obligations and liabilities between NVB and the homebuyer and for release of the NVBHPA. The homebuyer may be required to sign a "Property Disclosure Statement" waiver under Alaska law.

2.2.6 Scheduling Settlement Date. The conveyance package shall be based upon and shall state the estimated settlement date, determined by NVB. In general, the purchase price is effective as of the settlement date. The settlement date may be amended in the event of delays or other cause.

2.2.7 Settlement/Closing. Closing will generally occur at NVB's office, unless a title agency is used and may be performed by mail.

Post-settlement recording and reporting.

2.2.7.1 IRS Tax Authorities. Absent clear tax guidance to the contrary, NVB will complete an IRS 1099 form or similar statement for interest accrued on Homebuyer equity accounts during the term of the NVBHPA. Further, NVB will comply with any other tax or transfer reporting required or advisable under the Internal Revenue Code or local tax laws.

2.2.7.2 HUD. NVB may notify the Office of Native American Programs (ONAP) at HUD Headquarters of the transfer of the home.

2.2.7.3 Insurance. NVB will notify its insurance carrier or risk pool company that the unit has been paid off and provide the date of recorded transfer, so the NVB's cost of coverage will terminate.

2.2.8 Disposition of Proceeds. After conveyance of the home, the funds from the sale shall be placed in appropriate reserve accounts for low-income housing purposes authorized by federal and state laws.

2.2.9 Ineligible Homebuyer in Occupancy at Expiration of NVBHPA. If a homebuyer has a delinquency at the end of the NVBHPA term, the homebuyer is not eligible to receive title until arrangements are made in accordance with section on Final Collection Agreement. NVB will take the following actions to close out the contract:

2.2.9.1 Termination. NVB may terminate the NVBHPA and evict the homebuyer.

2.2.9.2 Final Collection Agreement. NVB may require the homebuyer to enter into a final Collection Agreement for installment payments of the debt, over not more than three (3)

years. The final Collection Agreement may contain a “balloon” payment, provided that the homebuyer demonstrates a reasonable probability of being able to pay off the balance by such method. In addition to the balance due, the schedule of payments shall contain a monthly overhead fee covering NVB’s insurance cost and all processing costs. Interest may be charged. Breach of the final Collection Agreement will result in termination and eviction.

- 2.2.10 **Conversion of Homeownership to Low-Rent Program.** Homebuyers may suffer a permanent loss of homeownership potential, due to a variety of reasons beyond their control, including loss of ability to maintain the home and inability to meet the cost of homebuyer responsibilities. NVB may agree to convert the home in place to rental, subject however to the following conditions and procedures.

2.2.10.1 **Tribal/Beneficiary Approval.** The applicable tribal governing body and/or the HUD Office of Native American Programs may be required to consent to the change.

2.2.10.2 **Financial Feasibility Analysis.** All conversions are subject to a financial feasibility analysis. NVB will determine the potential impact of the conversion of the home. No conversion will be approved unless it can be found that the impact will be minimal. Having a single rental unit in a village may, due to cost, have more than minimal impact. Conversion may be declined or delayed until additional units are available for conversion or are developed for a rental program.

2.2.10.3 **Condition of Home.** The home must be brought into acceptable condition prior to conversion, including repair of all damages, exterior and interior painting if not performed in the past two (2) years; replacement of missing or non-working appliances and any other work designated by NVB.

2.2.10.4 **Cost of Work and Delinquencies.** The homebuyer shall be responsible for all costs of bringing the home into compliance. MEPA funds may be applied to this cost. The homebuyer may be required to enter into a Collection Agency to cover any arrearage.

2.2.10.5 **Accounts and Reserves.** Any balance remaining in MEPA shall be applied first to any delinquencies, then to repair/maintenance work, then to the Security Deposit required by the new lease, with any remainder paid to the homebuyer. Reserve accounts associated with the unit shall be applied in the manner determined by NVB.

2.2.10.6 **Conversion from Rental Unit to Homeownership.** NVB may, in its discretion, convert rental units to Homeownership, subject to the particular requirements developed and adopted by NVB. In cases where a tenant has converted from *Homeownership* to rental, the tenant may apply for conversion to homebuyer ownership opportunity only after three (3) years have elapsed since the conversion to rental.

2.2.11 Surviving Spouse Policy (RESERVED)

2.3 APPENDIX B1: LOW RENT ADMISSION AND OCCUPANCY POLICY

SECTION 1

2.3.1 Objectives

- (a) To avoid concentrations of the most economically and socially deprived families in any or all of the NVB's projects.
- (b) To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the families or project environment.
- (c) To establish objective and reasonable policies for the selection of Low Rent participants by the NVB among otherwise eligible applicants.

2.3.2 Low Rent Waiting List

- (a) The NVB maintain a waiting list separate and apart from any other housing authority waiting lists for families which have applied for Low Rent housing and which have been determined to meet the admission requirements.

2.3.3 Notification to Selected Families

- a. Promptly after HUD's approval of the application for a project or a Low Rent house becoming available for occupancy, the NVB shall proceed with the selections as of many participants as there are homes available for occupancy. Selection of renters shall be made from the list of applicants in accordance with the selection criteria outlined under Appendix B3.
- b. The notification to a selected family shall be in writing and include at the minimum the following information:
 - (i) A statement that the family has been selected for the Low Rent home.
 - (ii) A statement of willingness to execute a Lease Agreement shall be enclosed for a signature and returned to the NVB. The notification shall state the name(s) of the person(s) who must sign the statement.
 - (iii) A statement that the family will be advised at a later date of time and place for training activities and execution of the Lease Agreement and the name(s) who must execute it on behalf of the family.
 - (iv) A statement that the families eligibility shall be subject to verification at the time of execution of the Lease Agreement.

2.3.4 Lease Agreement

The Agreement used for the Low Rent Program is referred to as a Lease Agreement, which must be executed prior to occupancy of any home in the Low Rent Program.

Execution of the Lease Agreement:

- a. A Lease Agreement shall be executed in duplicate original.
- b. The Lease Agreement shall be executed by the Director of the NAHASDA Program on behalf of NVB and the Lessee and spouse (if any).
- c. The Lessee shall receive one of the original Lease Agreements and the other shall be retained in the housing authority's Low Rent Program file.

2.3.5 Total Tenant Payment

The "Total Tenant Payment" (TTP) assessed each Lessee Family shall be the highest of an amount to be determined as follows:

1. The Adjusted Income Amount:
 - (a) Multiplying the family's adjusted monthly income by 30 percent or 15% as determined by NVB.
2. The Minimum Amount:
 - (a) Assessing a \$xx.xx minimum monthly charge.

The TTP shall be the largest of the above four amounts adjusted downward by the amount of the applicable utility allowance.

2.3.6 Utility Reimbursement

If the utility allowance applied above exceeds the TTP, then the difference known as the Utility Reimbursement shall:

1. Pay the utility reimbursement directly to the utility company.

2.3.7 Termination of Lease Agreement

Termination of the Lease Agreement shall be in accordance with the provisions contained in the Lease Agreement and in this Policy. In addition, the acquisition of ownership of another home or failure to continue to use the Low Rent home as the family's principal residence shall constitute grounds for termination of the Lease Agreement.

2.4 APPENDIX B 2: ELIGIBILITY REQUIREMENTS

(See Main Policy for further information)

- 2.4.1. **Family Composition.** (See 24 CFR Part 1000.104 & Section 201 (b) of NAHASDA) An applicant must be a minimum of 18 years of age and qualify as a family, defined by the NVB as two or more persons who are related by blood, marriage or operation of law and who have evidenced a stable family relationship; or a single person who lives alone and intends to live alone and does not qualify as an elderly family, displaced person or remaining member of a tenant family; or a single person who is elderly or near-elderly, handicapped, disabled, displaced or remaining member of a tenant family.

An applicant must qualify as an Indian family, defined by the NVB as a family whose head of household or spouse is an enrolled member of a federally recognized tribe.

- 2.4.2 **Non-Indian Families.** (See 24 CFR Part 1000.106, 108, 118 and Section 201(b)(3) of NAHASDA) (Exception to Indian family requirement). If an applicant qualifies as a family but does not qualify as an Indian family, the NVB may determine the family to be eligible if the family demonstrates to the NVB satisfaction that their presence in the community is essential to the well-being of other Indian families and their need for housing cannot reasonably be met without participation in the NVB program.

2.4.3 **Income Limitations.**

- 2.4.3.1 **Maximum Income.** The applicant must qualify as a low income family, defined as a family whose income does not exceed 80% of the median income for the area or the United States, whichever is greater. Income limits are adjusted for family size and updated on an annual basis (See Appendix).

NOTE: NVB should regularly update income tables. The income table should be inserted as an Appendix.

2.4.3.2 **Exception to Maximum Income Limits.** (See 24 CFR Part 1000.106, 108 and 110)

- a. The NVB may waive the maximum income limit requirement under the following circumstances:
 - 1) The applicant demonstrates to the satisfaction of the NVB that their need for housing cannot be met without assistance.
 - 2) The income waiver is consistent with HUD regulations.

NOTE: If the NVB decides to waive the maximum income limits and serve non-low income families; it is extremely important to consult the referenced regulations (24 CFR Part 1000.106, 108, 110 and PIH Notice 99-6), which detail the specific requirements for serving these families.

- b. If all conditions outlined in the regulations are met, the NVB may provide the following types of assistance to non low-income families:
 - 1) Homeownership activities under Section 202(2) of NAHASDA, which may include assistance in conjunction with loan guarantees under the Section 184 Program (24 CFR Part 1005).
 - 2) Model activities under Section 202(6) of NAHASDA.
 - 3) Loan guarantee activities under Title VI of NAHASDA.

2.4.3.3 **Income Sufficient to Comply With Program Requirements.** Under the NVB Housing program, participants are required to satisfy obligations such as administration fees, user fees, utilities, maintenance, etc. The applicant must demonstrate the ability to meet these requirements. The minimum income acceptable, adjusted by family size, is found in Appendix A. (Appendix A is definition only).

NOTE: The NVB may elect to have different income limits for various programs such as low rent or affordable homeownership. The ‘minimum income acceptable’ limit is not required but is recommended to make the program more economically feasible to operate.

2.4.3.4 **Exception to Minimum Income Requirement.** The NVB may waive the minimum income limit requirement under the following circumstances:

NOTE: The NVB should state the condition(s) and specify the NVB programs under which the minimum income requirements may be waived.

2.4.3.5 **Estimating Income.** The applicant’s annual income will be determined by estimating total income from all sources to be received by the head, spouse and additional members of the family over the next 12 months.

2.4.3.6 **Income Verifications.** (See 26 CFR 1000.128). In order to determine the data upon which determination of eligibility, selection, preference and rents/payments to be charged are accurate, such data must be verified. The preferred method of verification shall be written verification by a third party. In the event that third party verification cannot be determined, the NVB may allow the applicant to submit relevant information provided that the submission contains a notarized statement, certification or affidavit signed by the applicant and signed by the information submitted is true and accurate. Complete and accurate verification records, consisting of, but not limited to the following are to be maintained:

- Letters or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of income.
- Copies of documents in the applicant’s possession, which substantiate his/her statements or a brief summary of the pertinent contents of such documents signed and dated by the staff who viewed them.
- Certified statements or summary data from bank account, from self-employed persons and from persons whose earnings are irregular, such as salesman, taxi drivers, etc., setting forth gross receipts, itemized expenses and net income.
- Memoranda of verifications.

2.5 APPENDIX B 3: SELECTION PROCEDURE AND REQUIREMENTS

In compliance with the PL 104-330 and 24 CFR Part 1000, the NVB elected to exercise its option to give preference in housing funded under the NAHASDA Block Grant to “Enrolled NVB Tribal Members”. NVB new construction, renovation, emergency repair and rental programs will be based on the following preference order:

- A. Enrolled NVB Tribal Members whose enrollment status has been verified.
Applicants will be assisted in the following order. (Low income tribal members)
 - 1) Elderly individuals
 - 2) Disabled family or disabled individual.
 - 3) Near elderly individuals
 - 4) Substandard and overcrowded conditions, and
 - 5) Dilapidated/deteriorating conditions
- B. Native Alaskans and then other Native Americans
- C. All others

In compliance with PL 104-330 and 24 CFR Part 1000.124 NVB will not charge more than thirty percent (30%) of the adjusted income of the homeowner/renter under the homeowner/buyer and rental payments to be made in the purchase of a new house, rental units and payments for renovation of an existing home. The NVB will assist homeowners/buyers who qualify under the married couple and single men group and are eligible under the NAHASDA income limit guidelines. Rental units will be for the very low income working single women and young married couple.

In compliance with 25 CFR § 256.6 & 7 NVB can establish eligibility to tribal members for selection to receive grants under the Housing Improvement Program. The elderly and the economically disadvantaged single women are on the top of the priority list. The NVB will give preference in housing, funded under the HIP, to “Enrolled NVB Tribal Members”. NVB renovation and new construction projects will be based on the following preference order:

- 1) Applicant is Inupiaq.
- 2) Applicant is an elder.
- 3) Applicant is disabled family or disabled individual.
- 4) Present housing in substandard or inadequate.
- 3) Economic resources are grossly inadequate.
- 4) Must own and live on own home (Renovation & Emergency Repairs).

The NVB will develop priority lists of eligible applicants using a ranking system based on six factors of need:

- 1) Annual household income.
- 2) Family Size.
- 3) Age.
- 4) Handicapped and Disabled.
- 5) Overcrowded living conditions.
- 6) Dilapidated conditions.

For further information refer to 25 CFR, Part 256 Housing Improvement Program.

2.6 APPENDIX B4: SECOND LOAN DOCUMENT

2.6.1 STATEMENT OF NATIVE VILLAGE OF BARROW HOUSING RENOVATION PROGRAM

Renovation program will provide the following services for a family/person's unit to repair and renovate a substandard housing to applicable building code standards. Enlargement of units will be included if an existing home is structurally sound and the deteriorated dwelling can be economically placed in a standard condition.

The family/person must own and live in his/her home and land at the time of the selection process. A family/person must sign a written agreement if he/she sells the home within 5 years following the date of the completion of the repair. The written agreement will be voided and the homeowner will repay the full amount of the loan at the time of the settlement to the Native Village of Barrow.

2.6.2 PROGRAM SUMMARY DESCRIPTION

The Native Village of Barrow Housing Renovation Program is specifically designed to increase the life span of affordable Housing by utilizing the following loan program services:

- Credit – Pre-screening program applicants, seeking credit-worthy low and very low income homebuyers with a stability of income and demonstrated ability and history of meeting financial obligations.
- Affordability – The client will pay the total purchase price of construction costs of a renovation project. The purchase price will be paid on a monthly installment payment from ten (10) years to thirty (30) years period.
- Insurance requirements – The participants will maintain fire, weather and extended and/or liability coverage to replace any loss of the improvements for their useful life, estimated at ten (10) years.
- Support – Assisting credit worthy eligible applicants in successfully working through the process of making an application for a NVB loan to rehabilitate an existing dwelling.
- Cash flow – Providing 100% of closing costs, to be reimbursed to NVB.
- Counseling – Assisting the tribal member to understand and appreciate responsibilities of care and management of a home.

Should the homeowner sell the property within in the first five (5) years, NVB Housing will recover 100% of the loan given to renovate a tribal member home. All funds recovered through the loan program as described above, will be returned and utilized to supplement the renovation program. Program funding can therefore be recycled and utilized to assist future generation s of hopeful prospective homeowners.

2.6.3 NATIVE VILLAGE OF BARROW RENOVATION PROGRAM

The Native Village of Barrow Renovation Program is designed to increase the life span of a home and affordable housing opportunities for eligible very low-income and low-income Alaska Native and American Indian applicants in the Barrow area. The Program provides housing assistance agreement and resolution documents to eligible applicants as they repair a home. The Program also provides counseling on homeownership to eligible applicants.

The Renovation Program is provided to eligible applicants for closing and down payment costs. The loan provides low monthly payments to pay for repair costs. It also provides 100% of closing costs that are normally attributed to the buyer and can be reimbursed later to NVB/NAHASDA.

Before an eligible applicant accepts the Native Village of Barrow Program, they must understand and execute the housing assistance agreement and resolution at the closing of the loan. The Native Village of Barrow Housing staff is available for any questions about the renovation cost of his/her home. Native Village of Barrow Housing will only provide the Renovation Program loan to eligible applicants who have good credit history and show stability as a family unit.

Those applicants who have been determined eligible for the Native Village of Barrow Renovation Program and have been approved by NVB are eligible to receive housing assistance contingent on the availability of funds. The NVB Renovation Program contains the Resale Restrictions. The NVB Renovation Program includes the following:

2.6.4 DOWN PAYMENT

The NVB Renovation Program is provided to eligible applicants for closing and to buy down on the cost of the home. The first monthly payment will be considered the Down Payment.

2.6.5 CLOSING COSTS

The NVB Renovation Program is provided to eligible applicants for closing costs. The loan pays 100% of closing costs that are normally attributed to the buyer and to be reimbursed to NVB.

2.6.6 BUY DOWN LOAN ASSISTANCE

NVB Housing Program will provide a loan and low monthly payments for a completed renovated home.

If the owner sells or loses the home in the first five years of the loan, they must pay NVB Housing the full amount of the loan.

If the homebuyer sells or transfers the home to a qualified individual the subsequent homebuyer shall fulfill the remaining requirements of the affordability period.

2.6.7 **TERMINATION FROM PROGRAM**

Completion of Program Requirements:

The provisions set forth in the housing assistance agreement and resolution relating to the NVB Renovation Program will terminate and become void automatically ten (10) years and/or thirty (30) years at the end of

the loan term financed by NVB loans following the date of execution of the agreement. Upon termination of the Agreement, on request of the record owner of the fee title to the property, NVB Housing and other Optionee shall execute, acknowledge and record a termination of the Agreement. Any unfulfilled obligations of any Owner shall survive the termination of the Agreement, but the Agreement shall no longer affect title to the residence.

Native Village of Barrow

Housing Program Policies and Procedures

Housing Program Descriptions

2.7 Rehabilitation and Weatherization Program

Rehabilitation and Weatherization - Providing direct assistance to privately elder owned homes (rental units managed by TNHA are not eligible for assistance) for emergencies including relocation due to erosion, fire and life safety deficiencies, increased energy efficiency, water & sewer upgrades and other purposes. Renovation projects are for all low income tribal members able to pay back interest free loans. Preference will be given to Barrow Tribal members. Elders as head of household and households with the most severe need for rehabilitation and weatherization. Single women and very low income married couples will be provided housing assistance only in severe and life threatening situations.

2.7.1 Eligibility Requirements:

- Meet general eligibility requirements for NVB housing programs.
- Owns and lives in a residence which is in need of rehabilitation or weatherization.
- Rental housing units (such as TNHA) are not eligible for assistance except mutual help program.
- Obtains owners consent to maintain the home as affordable housing for the useful life of the improvement.

2.7.2 Selection Criteria:

The eligible low-income tribal members will be single women, elderly and disabled and indigent families who live in health hazard, dilapidated dwellings, economically disadvantaged and have unsafe and severe inadequate electrical/plumbing conditions:

- Native Village of Barrow Member, Other Indian/Alaska Native, Non-Indians
- First Preference to Elders (62 + years of age)
- Second Preference to Disabled Families or Disabled Individuals
- Housing Condition (Emergencies, unsafe, unaffordable)
- Household Size (Overcrowded)
- Date of Completed Application

2.7.3 Special Program Requirements

- Insurance requirements – For low-income tribal members' homes receiving more than \$5,000 in rehabilitation and weatherization assistance, the participants will maintain fire, weather and extended and/or liability coverage to replace any loss of the improvements for their useful life, estimated at ten (10) years.

- Affordability – Program participants will agree to maintain their homes or apartments as affordable, as defined by NVB, for the useful life of the assistance.
- The loan is interest free.

2.7.4 Participants Costs

- The Elderly tribal members who are selected to the Emergency Repair Program (ERP) are first come first serve basis and show evidence of severe and life threatening/health hazards situations with no financial/alternative resources from other governments/organizations.
- The limit for financial assistance to tribal members is \$5,000.00 for general construction, plumbing and electrical components of their homes in ERP except in extenuating circumstances.
- The financial assistance provided to these individuals will not be paid back to NVB in the ERP.
- The renovation project applicants will pay the total development costs for each unit.
- In renovation projects elders will not be burdened with financial obligations.
- Eligible single women/men and young married couples can apply for a loan in the rehabilitation program. (See “Housing Assistance Agreement” in the following pages (39 & 40) be completed before scope or work begins.

2.7.5 Minimum Requirements

- NVB will give financial assistance for one (1) year to the homeowner. (Exclusions: NVB will not provide financial assistance for damages incurred by homeowner either recklessly or alcohol or substance abuse related incidents). This period will determine the homeowner to display proper care and follow maintenance standards set by NVB to be practiced. (Repair costs may mean higher payments.) If preventive maintenance is neglected, agreements will have to be terminated as outlined in Appendix D.
- The homeowner will advise NVB if he/she can handle necessary maintenance due to wear and tear of daily use of the home. If the homeowner cannot bear the expense of repairs he/she will notify the NVB/NAHASDA office so that neglect will not add cost in the future.
- Since NVB Emergency Repair Program’s intent is to minimize or eliminate life threatening, health hazard and emergency type of conditions temporarily, no maintenance upkeep is necessary.

2.7.6 Program Completion/Termination

- Each call is not a long-term commitment and does not require any payments or insurance coverage by NVB.
- When subcontractors are selected for plumbing/electrical contracts they will be liable for their scope of work or faulty equipment in any home for one year.

NVB Tribal Housing Program

Housing Rehabilitation and Weatherization Program

HOUSING ASSISTANCE AGREEMENT

I (We) _____ of _____, Alaska, hereinafter referred to as "Participant" in consideration for being awarded housing assistance in an amount estimated not to exceed \$_____ from the NVB Tribal Housing Program (NVBHP), a recipient of an Indian Housing Block Grant from the U.S. Department of Housing and Urban Development, hereby agree to the following conditions on which the housing assistance is made and received.

Participant understands that the assistance is made subject to all regulations now or in the future contained in 24 CFR Part 1000, Native American Housing Activities. Participant further understands that the actual amount of housing assistance received will be determined by the actual cost of building materials, labor and freight provided by HVTHP. The housing assistance which will be provided will only be the amount necessary to complete the following scope of work:

Scope of Work Description:

Participant agrees that if the actual amount of assistance exceeds \$5,000, that it will obtain and maintain at Participant's own expense, adequate insurance coverage for fire, weather and liability claims and such insurance shall remain in force for the useful life of the housing assistance, estimated at ten (10) years from the date of this Agreement.

Participant agrees to maintain the property, building and improvements receiving this housing assistance as its principal residence for the useful life of the housing assistance, estimated at ten (10) years from this date of Agreement. In the event of the death of the Participant, prior to the end of the term of this Agreement, the conditions of this Agreement shall be binding on any or all persons who succeed the Participant's interest in the property, buildings or improvements for which this Agreement is made.

Legal Description of Property:

(Attached is a copy of the Deed of Ownership and supporting documents for this property).

NVB Tribal Housing Program

Housing Rehabilitation and Weatherization Program

HOUSING ASSISTANCE AGREEMENT

Pay Back Schedule

If Participant(s) sell, abandons or vacates the property or otherwise fails to meet its obligations under this Agreement, the Participant(s) shall repay NVBHP all or a portion of the total cost of assistance based on the following pay back schedule:

Years of Use	Percent	Amount of Pay Back
1	100%	_____
2	90%	_____
3	80%	_____
4	70%	_____
5	60%	_____
6	50%	_____
7	40%	_____
8	30%	_____
9	20%	_____
10	10%	_____
+10	0%	_____

I (We) agree to comply with the requirements of this Housing Assistance Agreement and Pay Back Schedule.

Participant:

Signed: _____

Date: _____

Signed: _____

Date: _____

NVB Tribal Housing Program:

Signed: _____

Date: _____

State of Alaska)
) ss
____JUDICIAL DISTRICT)

I, the undersigned, _____, Notary Public for the State of Alaska do hereby certify that I have witnessed the signatures of _____. For the Housing Assistance Agreement and Pay Back Schedule.

SUBSCRIBED AND SWORN to before me this _____day of _____, 2012 at, _____, Alaska.

NATIVE VILLAGE OF BARROW

HOUSING PROGRAM POLICIES AND PROCEDURES

Housing Program Descriptions

2.8 Homeownership Programs

1. Housing Assistance Loan Program (HALP) – Providing financial assistance to low-income tribal members through re-financing of mortgage loans and other obligations with a single zero interest loan from NVB.

2.8.1 Eligibility Requirements:

- Meet general eligibility requirements for NVB Housing Programs.
- Owns and lives in a home with an outstanding mortgage which is unaffordable (housing costs not to exceed 30% of adjusted family income.)
- No other sources of assistance are available.
- Homebuyers of TNHA housing units are eligible for assistance except for rental units.

2.8.2 Selection Criteria

- Native Village of Barrow Member, Other Indian/Alaska Native, Non-Indians
- First Preference to Elders (62+ years of age)
- Second Preference to Disabled Families or Disabled Individuals
- Housing Condition (Emergencies, unsafe, unaffordable)
- Household size (Overcrowded)
- Date of completed application

2.8.3 Special Program Requirements

- Insurance requirements – The participants will maintain fire, weather and extended and/or liability coverage to replace any loss of the improvements for their useful life, estimated at ten (10) years.
- Affordability – Program participants will agree to maintain their homes as affordable, as defined by NVB, for the useful life of the assistance.
- A HALP agreement will be signed before any financial obligations are performed and a resolution by NVB will support the contract.

2.8.4 Participants Costs

- Homeowner payments not to exceed 30 percent (30%) of the adjusted income of the family.
- Homeowner will pay refinancing, including closing costs and related fees (legal fees and accrued interest of the outstanding balance of loan.
- Homeowner's payment can be monthly installment payments not to exceed ten (10) to thirty (30) years depending on the loan amount.
- The amount of the loan to be paid will have 0% interest.

2.8.5 Maintenance Requirements

- NVB will give financial assistance for one (1) year to the homeowner. (NVB will not provide financial assistance for damages incurred by homeowner either recklessly or alcohol related incidents.) This period will determine the homeowner to display proper care and follow maintenance standards set by NVB will be practiced. (Repair cost may mean higher payments.) If preventive maintenance is neglected, agreements will be terminated as outlined in Appendix D.
- The homeowner will advise NVB if he/she can handle necessary maintenance due to wear and tear of daily use of the home. If the homeowner cannot bear the cost of repairs he/she will notify the NVB/NAHASDA office so that neglect will not add cost in the future.
- Refer to Appendix D for routine, preventive and unforeseen maintenance.

2.8.6 Program Completion/Termination

- The Buyer will be free of obligations referred in the original HALP Agreement after all payments have been made during the specified period of time.
- The Lender will release Deed of Reconveyance and Deed of Trust to the Buyer after the financial portion of the HALP Agreement is completed.
- The Buyer will be responsible for the initial to completion of the loan related costs of refinancing his/her loan from a lender institution.

NATIVE VILLAGE OF BARROW

HOUSING PROGRAM POLICIES AND PROCEDURES

Housing Program Descriptions

2.9 Homeownership Programs

Material Assistance Program (MAP) – Providing financial assistance to low-income tribal members through zero interest loans for materials and labor for new construction, substantial rehabilitation and home additions.

2.9.1 Eligibility Requirements:

- Meet general eligibility requirements for NVB housing programs.
- Demonstrated need for affordable housing. Willingness and ability to complete construction.
- No other sources of assistance are available.
- Homebuyers of TNHA housing units are eligible for assistance except for rental units.

2.9.2 Selection Criteria:

- Native Village of Barrow Member, Other Indian/Alaska Native, Non-Indians
- Preference to Elders (62+ years of age)
- Second Preference to Disabled Families or Disabled Individuals
- Housing Condition (Emergencies, unsafe, unaffordable)
- Household size (Overcrowded)
- Date of completed application

2.9.3 Special Program Requirements:

- Insurance requirements – The participants will maintain fire, weather and extended and/or liability coverage to replace any loss of the improvements for their useful life, estimated at ten (10) years.
- Affordability – Program participants will agree to maintain their homes as affordable, as defined by NVB, for the useful life of the assistance.
- Completion – As part of the MAP Program Agreement, the participants will agree to complete the construction, rehabilitation or alteration in accordance with NVB housing standards within two (2) years of the start of construction.

2.9.4 Participants Costs

- Homeowner payments not to exceed thirty (30) percent of the adjusted income of the family.
- Homeowner will pay refinancing, including closing costs and related fees (legal fees and as built surveys).
- Homeowner payment can be monthly installment payments not to exceed ten (10) years to thirty (30) years depending on the loan amount.
- The amount of the loan to be paid will have 0% interest.

2.9.5 Maintenance Requirements:

- NVB will give financial assistance for one (1) year to the homeowner. (NVB will not provide financial assistance for damages incurred by homeowner either by recklessly or alcohol related incidents.) This period will determine the homeowner to display proper care and follow maintenance standards set by NVB to be practiced. (Repair costs may mean higher payments.) Then if preventive maintenance is neglected, agreements will have to be terminated as outlined in Appendix D.
- The homeowner will advise NVB if he/she can handle necessary maintenance due to wear and tear of daily use of the home. If the homeowner cannot bear the cost of repairs he/she will notify NVB/NAHASDA office so that neglect will not add cost in the future.
- Refer to Appendix D for routine, preventive and unforeseen maintenance.

2.9.6 Program Completion/Termination

- The Buyer will be free of obligations referred in the original Contract of Sale Agreement after all payments have been made during the specified period of time.
- The Lender will release the Deed of Reconveyance and Deed of Trust to the Buyer after the financial portion of the Contract of Sale Agreement is completed.
- The Buyer will be responsible to abide by the conditions of the agreement to retain the property by the end of specified time.

NATIVE VILLAGE OF BARROW

HOUSING PROGRAM POLICIES AND PROCEDURES

Housing Program Descriptions

2.10 Rental Housing Program

Rental Housing – Providing subsidized rental housing to low-income Alaska Native and American Indian families. Rental properties may include single-family homes or multi-unit apartments. Preference will be given to Barrow Tribal members. Elders as head of household and families with the most severe needs.

2.10.1 Eligibility Requirements:

- Meet general eligibility requirements for NVB housing programs.
- Demonstrated need for rental assistance. Willingness and ability to comply with NVB property lease agreement.

2.10.2 Selection Criteria:

- Native Village of Barrow Member, Other Indian/Alaska Native, Non-Indians
- Preference to Elders (62+ years of age)
- Second Preference to Disabled Families or Disabled Individuals
- Housing Condition (Emergencies, unsafe, unaffordable)
- Household size (Overcrowded)
- Date of completed application

2.10.3 Special Program Requirements:

- Insurance requirements – For houses or apartments, NVB will maintain fire, weather and extended and/or liability coverage to replace any loss of the buildings or equipment. Participants are responsible for the loss of personal property (renter's insurance).
- Rent Calculation:
 - o 30% of adjusted monthly family income not to exceed FMR.
 - o Security Deposit: \$500.00
 - o Utilities to be paid by tribal member: Electricity, telephone, cable TV.

2.10.4 Participants Costs:

- Renter payments not to exceed 30 percent of the adjusted income of the family.
- Payments will be due and payable on the 1st day of each month.
- A late filing fee of \$25.00 will be assessed if full payment is not received by 10th day of each month.
- Partial payments can be accepted due to financial hardship only if the renter's history is good and it appears that the past due balance will be repaid in the near future.
- Refer to Payments and Collections in main policy.

2.10.5 Program Completion/Termination

- The selection of renters shall be made from the list of applicants in accordance with the selection criteria outlined in the main policy.
- The initial to termination process to tenant intakes for occupancy in a rental unit will be determined by occupancy and maintenance standards used by NVB.

2.11 **APPENDIX C: PURCHASE PRICE CHART**

Determination of Purchase Price

The NVB/NAHASDA shall determine the initial purchase price prior to execution of the homebuyer agreement. (See APPENDIX B 2.7, 2.8, 2.9 & 2.10). Shortly after move-in, the homebuyer shall be issued a purchase price/amortization schedule. The homebuyer shall receive periodic statements detailing the payments made, balance owned, equity and payoff.

NVB will evaluate factors such as house type, size, site development cost and total budget requirements in establishing purchase price. The tribe will sell a house at the full market rate price.

The tribe (NVB) shall establish the purchase price for subsequent homebuyers prior to move-in. For subsequent homebuyers who are successors, the remaining balance owed on the home will be the purchase price. Subsequent homebuyers shall be issued a purchase price/amortization schedule and period statements of account

For subsequent homebuyers who are not successors, the NVB will evaluate factors such as market value, condition/age of the unit and depreciation/appreciation in order to arrive at a subsequent purchase price.

Example: (Chart will differ from year to year according to price)

#BRs	Type of Housing	Actual Costs:	Maximum Costs:
4 BR	Type "A"		620,441
3 BR	Type "A"		565,649
2 BR	Type "A"		495,151
1 BR	Type "A"		441,026

2.12 APPENDIX D: HOMEBUYER/RENTAL MAINTENANCE POLICY

In NVB Homebuyer/Rental Programs, maintenance refers to the homebuyer's/renter's obligation to keep the home, equipment and grounds from declining in usefulness and appearance.

- 2.12.1 **Definitions.** As used in this policy, the term “home/rental unit” includes roof, attic spaces, windows, gutters, walls, porches, doors, foundations, floors, etc. “Equipment” includes utility lines and piping, heating and plumbing equipment, pumps and tanks, ranges and refrigerators, and similar components. “Grounds” include lawns, roads, sidewalks, drainage, and similar physical features surrounding and part of the property.
- 2.12.2 **Purpose and Objectives.** NVB’s objective is to provide decent, safe and sanitary housing. This policy sets the standards for the inspection and homebuyer maintenance of **NVB Homeownership/Rental** units and is intended to ensure that several objectives are achieved:
1. To maintain the value of the home/rental unit by keeping the home, equipment and grounds from deteriorating and/or failing before the end of their useful life.
 2. To reduce know conditions that may lead to injury or accident to occupants and others.
 3. To insure the homebuyer/renter provides maintenance to prevent the need for future emergency maintenance or major structural or system failures in and around the home/rental unit, commonly known as “preventive” maintenance.
 4. To encourage homebuyers/renters to undertake major repairs, replacements and improvements for the home or its equipment (non-routine maintenance)

2.12.3 Homebuyer/Renter Responsibilities

- 2.12.3.1 **All Maintenance Assigned by NVB Homeownership/Rental Programs to Homebuyer/Renter.** Homebuyers/renters are responsible, per the applicable Agreement and to the extent permitted by applicable law, for all maintenance of the home, including all repairs and replacements, including repairs and replacement necessitated by damage from any cause. NVB shall not be obligated to pay for or to provide any maintenance of the home/rental unit. Correction of warranty items reported during the applicable warranty period will be addressed by the contractor, manufacturer or (as a last resort) by the homebuyer/renter or NVB.
- 2.12.3.2 **Failure to Maintain Home.** Failure of the resident to perform the maintenance obligations constitutes a breach of the Agreement. Upon a determination by NVB that a breach has occurred, NVB shall enforce the Agreement in accordance with Collection Policy and applicable law.
- 2.12.3.3 **Hazardous Conditions.** If the condition of the property creates a hazard to the life, health or safety of the occupants, NVB may, *at its option*, perform the work and charge the cost of the work to the homebuyer’s/renter’s **Agreement** or to the homebuyer’s/renter’s account, including a reasonable administrative charge to cover overhead and risk. If the homebuyer has insufficient MEPA to cover the cost of the repairs, the **tribal member** shall be required to sign a Collection Agreement to reimburse NVB. If NVB permits the homebuyer/renter to continue residing in the home, the homebuyer/renter shall be required to replenish the

2.12.3.4 MEPA within a specific period of time, pursuant to a Collection Agreement. Failure to replenish the MEPA as required may result in termination. (If the homebuyer/**renter** is terminated, replenishing the MEPA is not required, but all un-reimbursed costs and debts will be pursued in accordance with the collection policy).

2.12.3.4 **Type of Maintenance.** Maintenance is divided into the following categories:

2.12.3.5 **Routine Maintenance.** Routine maintenance is the day-to-day ordinary maintenance of structures and equipment that have deteriorated through normal wear and tear. It includes responding to service needs when items are not functioning correctly; making minor repairs to systems and equipment; and replacing component part of systems and equipment. Examples of routine maintenance include, but are not limited to, the following:

1. Replacing furnace filters, fan belts, air cooler pads and other minor mechanical equipment.
2. Repairing or replacing hose bibs and water/sewer lines.
3. Repairing or replacing electrical outlets, circuit breakers, outlet switch covers and other minor electrical elements;
4. Repairing or replacing lock, door and window hardware, floor tile and vinyl, minor segments of roofing, gutters and siding;
5. Replacing thermostats and smoke detector batteries;
6. Interior painting.

2.12.3.6 **Preventive Maintenance.** The preventive maintenance program is the most important activity a homebuyer/**renter** performs. If performed properly, preventive maintenance minimizes the need for major corrective maintenance and maintenance expenses. These are two phases to the Preventive Maintenance Program:

1. Preventive maintenance inspections, which the homebuyer/**renter** shall perform and which NVB also performs from time to time and the actual preventive maintenance which is the sole responsibility of the **tribal member**.

2.12.3.7 **Schedule for Preventive Maintenance.** Preventive maintenance requires the resident to establish a regular, periodic schedule for the following types or work:

1. Checking fire safety and fire detection equipment (i.e., fire extinguishers and smoke alarms);
2. Inspecting, adjusting, cleaning and/or lubricating heating systems and equipment, such as furnaces, wood stoves and flues, ranges, hot water heaters, space heaters and refrigerators;
3. Inspecting and repairing plumbing systems and fixtures, including caulking around bathtubs, window and exterior door frames;
4. Inspecting, repairing and replacing worn parts in electrical systems and fixtures;
5. Inspecting and repairing roofs, gutters and flashing;

6. Inspecting and re-painting sealed surfaces which protect underlying structures and materials;
7. Inspecting for condensation, dampness and rot in wood materials and for rust in metal components and taking corrective action as needed;
8. Correcting erosion and drainage deficiencies;
9. Fertilizing and cultivating planted area;
10. Inspecting sewer lines, clean-outs and inspecting and pumping of septic systems;
11. Inspecting and patching paved surfaces; and\
12. Inspecting for and controlling vermin and pests.

2.12.3.8 **Cyclical and Seasonal Schedule.** Preventive maintenance work is cyclical and can be scheduled during the “off season” of equipment use. For example, heating systems should be inspected, cleaned and repaired during the summer months to ensure that they will be operating smoothly when they are needed in the winter months. Painting should be scheduled during the spring and minor preventive maintenance should occur year-round.

2.12.3.9 **Non-Routine Maintenance.** Non-routine (or extraordinary) maintenance is replacement or improvement of the structure, systems or major equipment. Non-routine maintenance can be further defined as involving substantial expenditure, either planned or caused by unforeseen events (storms, total deterioration of system, abuse, vandalism). Non-routine maintenance can include:

1. Replacing roofs;
2. Replacing major systems of the home, such as heating or electrical systems;
3. Replacing major equipment, such as water heaters or appliances;
4. Replacing water pumps, pressure tanks and wells;
5. Making major repairs to (or replacing) septic systems or drain fields; and
6. Painting and/or residing the exterior of the home.

2.12.4 NVB Responsibilities.

2.12.4.1 **General Inspection Requirement.** NVB performs initial, warranty, move-out, special and annual inspections to protect its property interest in the home.

2.12.4.2 **Insurance claims.** Promptly after receipt of notice or after having evidenced a condition that would require a claim to be filed, NVB shall notify its insurance or risk pool company to obtain prompt liability and indemnity coverage.

2.12.4.3 **Housing Authority Maintenance Instruction Program.**

2.12.4.4 **Maintenance Responsibilities.** NVB provides instruction programs to train and advise homebuyers of their maintenance responsibilities. The areas to be covered include:

1. Operation of appliances;
2. Preventive maintenance programs;
3. Energy conservation; and
4. Routine maintenance and housekeeping methods.

2.12.4.5 **Instructional Materials.** In addition, information may be provided to the resident regarding the availability of additional instructional materials from the following sources:

1. U.S. Department of HUD (Home Construction and Maintenance)
2. Bureau of Indian Affairs (Home Construction and Maintenance)
3. Indian Health Service (Water and Sanitation Facilities)
4. Schools (Home Economics, Landscaping, Adult Education)
5. Social Service Agencies (Home Economics)
6. Utility Companies (Energy Conservation)
7. Appliance Manufacturer Representatives (Warranty and Maintenance work on new appliances)
8. Fire Department (Fire Prevention and Protection)

2.12.5 **Maintenance Program.**

2.12.5.1 **Inspections.**

1. Annual inspections of the home, equipment and grounds will be conducted in accordance with the inspection schedules and procedures established by NVB. Emergency and special inspections may be conducted at any time. Unless an emergency exists which requires immediate entry, NVB shall provide reasonable notice to **tribal members** of all inspections.
2. During periodic inspections, Maintenance Counselors will complete a “walk-through” of the home, visually noting discrepancies. Where minor deficiencies are noted, the Maintenance Counselor shall confer with the homebuyer/**renter** and may provide instruction and advice to inform the occupants of the responsibility to correct the deficiencies.
3. Major deficiencies, where noted, will require additional measures to be taken including a written plan of action and follow-up to ensure that deficiencies within a certain period of time.

4. When a deficiency presents an immediate threat to the health and/or safety of the occupants or where the homebuyer/**renter** family is incapable of performing the work necessary to correct a deficiency. NVB may perform the work at the cost of the homebuyer/**renter**, in accordance with this policy, pertaining to hazardous conditions.

2.12.5.2 Maintenance Requirements.

2.12.5.2.1 Serious Conditions. NVB will respond to requests by homebuyers/**renters** for maintenance work only where it has been determined that, unless corrected or serviced immediately, the condition will adversely affect the health and safety of the occupants, or could lead to imminent or irreversible damage or deterioration to the home or equipment. The work shall be done as a convenience to the homebuyers/**renters** and to protect NVB's property interest and shall not constitute a promise, warranty or representation that NVB has expertise or special knowledge in the area of home repair or contracting.

2.12.5.2.2 Documentation. All maintenance work shall be completed using an approved work order and purchase order system.

2.12.5.2.3 Charge Schedule. To expedite charges to homebuyers/**renters** and reimbursements to NVB, NVB may use a standard list of charges, undated periodically to reflect actual costs associated with commonly replaced parts. This shall be prominently posted in the project office and given to homebuyers/**renters** requesting the list.

2.12.5.2.4 Unlisted Charges. For charges not included on the standard list, NVB will charge the homebuyer/**renter** and the homebuyer/**renter** shall pay, for the actual costs incurred by a fee, not less than 10%.

Refusal to Incur Further Expense. NVB may refuse new work orders if the homebuyer/**renter** owes any money to the NVB.

2.12.5.2.5 Maintenance Standards for Assessing Vacated Units. The conditions of vacated units must meet customary standards establish by NVB, as specified in this policy and applicable Addenda, in order to avoid additional charges. All equipment and structural components in and around the NVB home/**rental unit** must be in acceptable working condition. Any work or equipment and materials to ready the home for a subsequent homebuyer/**renter** shall be charged to the vacated homebuyer's MEPA, or in the event funds are not available, directly to the homebuyer.

2.12.5.2.6 Procurement. Procurement of all maintenance equipment and materials shall be performed according to NVB Procurement Policy.

2.12.5.3 REHABILITATION PROGRAMS OPERATED BY NVB

2.12.5.3.1

General Provisions. From time to time NVB's Indian Housing Block Grant may provide funding for modernization, upgrades and rehabilitation work for eligible homes. Typically, eligible work items include accessibility for the physically handicapped, correction of development deficiencies, energy audits, cost-effective energy conservation measures and lead-based paint testing and abatement. Homebuyers interested in participating in NVB program must fill out applications and meet all eligibility requirements, including financial eligibility.

Appendix E:

A. Grievance Process: When an Applicant/Homebuyer/Tenant/Program Participant (hereinafter referred to as “Participant”) is notified in writing (Notice of Decision) of any adverse decision by NVB Housing (for example, denial of eligibility, termination of an Agreement, denial or termination of services), the Participant must follow the following steps of an appeal to have NVB reconsider the Notice of Decision. Failure to follow the steps set out below will result in automatic denial of any grievance or appeal, which shall be final.

1. If the Participant does not agree with Notice of Decision, the Participant can appeal in writing to the Housing Director. The appeal MUST be submitted to Housing within the time frame specified on the Notice of Decision.
2. Once the Participant’s written appeal is received by the Director and is verified that it has been received within the time frame, the Director will notify the applicant in writing of an appointment date and time for an appeal hearing. The Director is then required to send a written notice to the Participant on the decision made within ten (10) days of the appeal hearing. The decision made by the Director is the final decision and will be upheld.
3. If the Participant fails to appeal the Notice of Decision within the time frame specified in the Notice of Decision, or the Participant fails to appear at the scheduled appeal hearing, the last known decision stated on the Notice of Decision will be final and upheld.

Appendix F:

A. Criminal Background Checks: The Native Village of Barrow Housing Department under the Native American Housing Assistance and Self-Determination Act of 1996 (P.L. 104-330 as amended by P.L. 105-276, P.L. 106-568, P.L. 107-292, and P.L. 108-393) (NAHASDA), requires criminal background checks to be conducted for each applicant and household member(s) who are at least 18 years of age and older. Criminal background checks are conducted with State, Federal and Local law enforcement agencies.

1. The purpose of the Criminal Background Checks is to address possible applicants and/or applicant’s household members who have a history of criminal activity which could prevent them from residing in a Housing unit or from receiving program assistance.
2. The applicant must bring their updated Criminal Background Checks which are compliant with State, Federal and Local Law Enforcement agencies. These criminal background checks are required for all NAHASDA based programs within the NVB Housing department.
3. The Housing Department cannot force an applicant or a member of the applicant’s household to bring their Criminal Background Checks to the NVB Housing department, however, should an applicant or any member of the applicant’s household refuse to bring their updated Criminal Background Check to the NVB Housing department, the applicant(s) will be placed in the “ineligible” file and they shall remain “ineligible” until they comply with program requirements.

B. Illegal Activity: The following timelines and Category guidelines are used for the purposes of establishing timelines and limits for criminal activity in the updated Criminal Background Checks for each applicant and their households under NAHASDA-based programs:

1. **Up to 2 years prior to date of application; having been convicted of any of the following Misdemeanor Category 1 Crimes:**
 - a. Possession of a controlled substance;
 - b. Disturbance of neighbors and/or public;
 - c. Any substantially similar laws of any; State, Federal, Local, or any other Tribe(s); and subsequent to the approval of this Admission Policy.

2. **Up to 5 years prior to date of application; having been convicted of any of the following Misdemeanor Category 2 Crimes:**
 - a. Driving While Intoxicated (DWI);
 - b. Driving Under the Influence (DUI);
 - c. Destruction of Property; and any similar criminal acts which may endanger others;
 - d. Physically violent crimes; misdemeanor only or less; with sentence/probation less than 5 years;
 - e. Crimes of a Sexual nature (Non-Assault Only); such as Public nudity, and/or similar only;
 - f. ANY Misdemeanor crimes up to 5 years including probation (probation must be completed);
 - g. Any substantially similar laws of any; State, Federal, Local, or any other Tribe(s); and subsequent to the approval of this Admission Policy.
3. **Up to 10 years prior to date of application; having been convicted of any of the following felony Category 3 Crimes:**
 - a. Manufacture, sale, distribution, or delivery or possession with intent to sell, manufacture, deliver or distribute a controlled substance pursuant to this policy;
 - b. Fraud;
 - c. Physically Violent Crimes; All Classes of Assault; Felony; sentence and/or probation is complete;
 - d. Sexually Violent Crimes (Adult only); All Classes of Assault; Felony; Sentence and/or probation is complete;
 - e. Exploitation; All Classes;
 - f. Any felony conviction under substantially similar laws of any State, Federal, Local, or any other Tribe(s); and subsequent to the approval of this Policy.
4. **Banned From Housing Assistance; Conviction of Category 4 felony Crimes or conviction of multiple Category 2 or 3 crimes:**
 - a. First Degree Intentional Homicide and Attempt;
 - b. Second Degree Intentional Homicide and Attempt;
 - c. Substantial Battery; Aggravated Battery;
 - d. Sexual Assault of a Child;
 - e. Incest with a Child;
 - f. Any two (2) or more Category 3 Crimes; or; Any three (3) Category 2 Crimes;
 - g. Any felony conviction under substantially similar laws of any State, Federal, Local, or any other Tribe(s); and subsequent to the approval of this Policy.

Pending Charges: Any applicant who has been arrested for, or charged with any category 1, 2, 3 or 4 crime; and the charges have not been disposed of; shall remain on the waiting list in an “Ineligible” status until the matter has been clarified and/or has been disposed of.

END

NVB Tribal Housing Program

Housing Lease/Purchase Program

HOUSING ASSISTANCE AGREEMENT

Pay Back Schedule: (In accordance with the Pro-rated Recovery Amount in the Useful-Life Provisions)

If Participant(s) sell, abandons or vacates the property or otherwise fails to meet its obligations under this Agreement, the Participant(s) shall repay NVBHP all or a portion of the total cost of assistance based on the following pay back schedule:

Years of Use	Percent	Amount of Pay Back
1-10	100%	\$ _____
11-20	75%	\$ _____
21-25	50%	\$ _____
26-30	25%	\$ _____
+30	0%	\$ _____

I (We) agree to comply with the requirements of this Housing Lease/Purchase Agreement and Pay Back Schedule.

Participant:

Signed: _____

Date: _____

Signed: _____

Date: _____

NVB Tribal Housing Program:

Signed: _____

Date: _____

State of Alaska)
) ss
_____, JUDICIAL DISTRICT)

I, the undersigned, _____, Notary Public for the State of Alaska do hereby certify that I have witnessed the signatures of _____. For the Housing Lease/Purchase Agreement and Pay Back Schedule.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2012 at, _____, Alaska.