



NATIVE VILLAGE OF BARROW HOUSING POLICIES

Indian Housing Block Grant Program

Version 2024-004 Approved December 16, 2024

Housing Policy Administration

The Housing Director or designee will coordinate review, revision, and re-promulgation of this plan as needed, but no less than every five (5) years. Changes to the annexes and appendices, and non-substantive changes to the Housing Plan, may be made by the Housing Director or designee without formal approval by the Housing Committee or Council

Record of Plan Changes

All updates and revisions to this plan will be tracked and recorded in the following table. This process will ensure that the most recent version of the plan is disseminated and implemented.

Date	Change No.	Summary of Changes
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1 Overview

1.1 Housing Objectives

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

1.2 Policy Purpose

- 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.
 - Managing the occupancy of recipients living in tribally owned homes/rental units.
 - Determining the amount charged to a tenant/resident/homebuyer for monthly payments/rent.
 - Collecting payments due for housing services, work orders and other charges.
 - Handling program violations and enforcement of the provisions in this policy.
 - Ensuring consistent, equitable, and uniform treatment of clients and assurance of due process.
 - Providing a basis for decision-making by NVB staff.
 - Serving as a training manual for newly-hired or appointed staff.
 - Ensuring that applicable Federal, state, and local laws are incorporated into management systems and are followed.

1.3 Authority

The NVB Housing Programs shall be managed by the NVB Housing Department (hereinafter NVB Housing Department or NVB) which shall be overseen by a seven-member Housing Committee made up of two Council members, two housing residents, and three members from the Community. All Housing Committee members shall be appointed by the NVB Council. The primary purpose of the Housing Committee is to oversee housing issues and procedures, and report back to the Tribal Council with recommendations. The procedural rules of the Housing Committee shall be the same as all Council standing committees.

2 General Eligibility Requirements

Unless an exception is described in a specific program's requirements, the eligibility requirements described in this Section shall apply to all programs funded, totally or partially, by the Indian Housing Block Grant (IHBG) program. Programs funded by other sources may have other eligibility requirements that may be more or less strict than those of the IHBG program. Where programs are funded by multiple sources, the strictest of requirements will be followed.

2.1 Family Composition.

2.1.1 General

(See 24 C.F.R. § 1000.104 & Section 201 (b) of 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)) 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.

2.1.2 Indian Families

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.

2.1.3 Essential Families.

NVB may provide housing or housing assistance provided through affordable housing activities assisted with grant amounts under NAHASDA to families who do not otherwise meet the eligibility requirements if NVB determines that the family's 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. The NVB Housing Department shall document such determination in writing and set out the basis for that determination. Income and tribal membership requirements do not apply to essential families.

2.1.4 Law Enforcement Officers

NVB may provide housing or housing assistance provided through affordable housing activities assisted with grant amounts under NAHASDA for a law enforcement officer if the officer (a) is employed on a full-time basis by the federal government or a state, county, or other unit of local government, or lawfully recognized tribal government; and (ii) in implementing such full-time employment, is sworn to uphold, and make arrests for, violations of federal, state, county, or tribal law; and (iii) the NVB determines that the presence of the law enforcement officer may deter crime. Income and tribal membership requirements do not apply.

2.2 Income Requirements

2.2.1 Maximum Income.

Except for Essential Families and Law Enforcement Officers described above, applicants must qualify as a low-income family, defined as a family whose Annual Income, as defined in 24 C.F.R. § 5.609, or using Adjusted Gross Income as defined for purposes of reporting on IRS Form 1040 for individual federal income tax purposes, or by the US Census definition of 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.

2.2.2 Minimum Income

Participants may be required to satisfy obligations such as administration fees, user fees, utilities, maintenance, etc. In these cases, to be eligible, the applicant may have to demonstrate that sufficient income is available to meet these requirements.

2.2.3 Non-Low-Income Families

2.2.3.1 10 Percent Exception

- a. NVB may, without HUD approval, elect to use up to 10 percent of the amount planned for the tribal program year for families whose income falls within 80 to 100 percent of the median income. However, HUD approval is required if a recipient plans to use more than 10 percent of the amount planned for the tribal program year for such assistance or to provide housing for families with incomes over 100 percent of median income. Providing assistance to Essential Families and/or Law Enforcement Officers does not count towards the 10 Percent Exception.
- b. To qualify using the 10% Exception, a family must verify that there is a need for housing that cannot reasonably be met without such assistance.

2.2.3.2 Benefits Constraints

- a. Non-low-income families cannot receive the same benefits provided to low-income Indian families. The amount of assistance non-low-income families may receive will be determined as follows:
 - i. The rent (including homebuyer payments under a lease purchase agreement) to be paid by a non-low-income family cannot be less than: $(\text{Income of non-low-income family} / \text{Income of family at 80 percent of median income}) \times (\text{Rental payment of family at 80 percent of}$

- median income) but need not exceed the fair market rent or value of the unit.
- ii. Other assistance, including down payment assistance, to non-low-income families, cannot exceed: $(\text{Income of family at 80 percent of median income} / \text{Income of non-low-income family}) \times (\text{Present value of the assistance provided to family at 80 percent of median income})$. Income Sufficient to Comply with Program Requirements.

2.2.3.3 Exception

A family that was low-income at the time of admission but subsequently becomes a non-low-income family due to an increase in income may continue to participate in the program if the family does not enter into a new Agreement, such as moving to a different housing unit. The 10 percent limitation described above shall not apply to such families.

2.2.4 Documentation of Income Determination

Applicant must provide sufficient information to enable NVB to have a reasonable basis under the circumstances for purposes of determining if the income eligibility requirements in this Section are met. To verify income, the household must provide a written attestation as to household income together with supporting documentation such as paystubs, W-2s or other wage statements, IRS Form 1099s, tax filings, depository institution statements demonstrating regular income, or an attestation from an employer.

2.3 Family Suitability

2.3.1 General

Prior to placement in a unit or receipt of services, the NVB shall conduct a thorough screening process of each applicant to determine final eligibility for admission for the applicable program. Depending on the program for which the applicant applied, the screening process may include a review of various pertinent factors including, but not limited to, the following:

- a. 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. To verify past performance, the NVB may request a report from a consumer credit reporting agency and/or information from former landlords detailing payment history from up to 5 years ago;
- b. 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) residency or program;
- c. Whether the applicant previously participated in a Housing & Urban Development (HUD)-assisted program and abandoned the dwelling unit;
- d. 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 the 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
- e. 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. NVB may request information from law enforcement agencies and the National Crime Information Center pursuant to 24 C.F.R. §§ 1000.150 and 152, and Section 208 of NAHASDA. NVB may use Tagiugmiullu Nunamiullu Housing Authority (TNHA) for applicant screening if appropriate or circumstances require such investigations.

2.3.2 Criminal Background Checks

- a. NVB-Housing, under 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.
- b. 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 Department unit or from receiving program assistance.
- c. 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.
- d. 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.

2.3.3 Illegal Activity

The following timelines and limits for criminal activity shall be used for determining eligibility of each applicant and their households under NAHASDA-based programs:

- a. Up to 2 years prior to date of application, having been convicted of any of the following Misdemeanor Category 1 Crimes:
 - Possession of a controlled substance;
 - Disturbance of neighbors and/or public; and
 - Any substantially similar laws of any State, Federal, Local, or any other Tribe(s); and subsequent to the approval of this Admission Policy.
- b. Up to 5 years prior to date of application, having been convicted of any of the following Misdemeanor Category 2 Crimes:
 - Driving While Intoxicated (DWI);

- Driving Under the Influence (DUI);
 - Destruction of Property and any similar criminal acts which may endanger others;
 - Physically violent crimes, misdemeanor only or less, with sentence/probation less than 5 years;
 - Crimes of a sexual nature (Non-Assault Only), such as public nudity and/or similar; and,
 - Any substantially similar laws of any State, Federal, Local, or any other Tribe(s); and subsequent to the approval of this Admission Policy.
- c. Up to 10 years prior to date of application, having been convicted of any of the following felony Category 3 Crimes:
- Manufacture, sale, distribution, or delivery or possession with intent to sell, manufacture, deliver or distribute a controlled substance pursuant to this policy;
 - Fraud;
 - Physically Violent Crimes, including all classes of assault and felony convictions, from the date sentence and/or probation is complete;
 - Sexually Violent Crimes (committed as an adult only), including all classes of sexual assault and felony convictions, from the date sentence and/or probation is completed;
 - Exploitation, including all classes; and
 - 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.
- d. Banned From Housing Assistance: Conviction of Category 4 felony Crimes or conviction of multiple Category 2 or 3 crimes:
- First Degree Intentional Homicide and Attempt;
 - Second Degree Intentional Homicide and Attempt;
 - Substantial Battery or Aggravated Battery;
 - Sexual Assault of a Child;
 - Incest with a Child;
 - Any two (2) or more Category 3 Crimes, or any three (3) Category 2 Crimes;
 - 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.
- e. Pending Charges
- Any applicant who has been arrested for, or charged with, any category 1, 2, 3 or 4 crimes, shall remain on the waiting list in an “Ineligible” status until the matter has been clarified and/or has been disposed of.

2.4 Eligibility Determination

2.4.1 Application Process

- a. 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.
- b. All applications are to be fully completed and signed. Immediately upon receipt, all written applications will be date/time stamped, and initialed by the NVB staff. Completed applications may be mailed, delivered in person, or submitted electronically.
- c. 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.
- d. 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 Housing Improvement Program (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, as detailed in the specific selection procedures and requirements for these programs included in this policy. The HIP/NAHASDA applicants can be identified and screened for appropriate housing, personal, and income verifications on all NVB tribal members applying for housing.
- e. The applicant is responsible for providing all 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.
- f. 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.

2.4.2 Verification

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. If third party verification cannot be obtained, 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 certifying that information submitted is true and accurate. Complete and accurate verification records, consisting of, but not limited to the following are to be maintained:

- a. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of income.
- b. Copies of documents in the applicant's possession, which substantiate his/her statements or a summary of the pertinent contents of such documents signed and dated by the staff who viewed them.
- c. 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.
- d. Memoranda of verifications.

2.4.3 Applicants Determined Eligible

Not more than thirty (30) days after an applicant family has completed the application process and been determined to be apparently eligible for the program for which they have applied, the family will be notified in writing of their apparent eligibility and that they will be placed on a waiting list until an opening occurs in the program. The family's final eligibility will be determined when an opening occurs, and they have been selected as a participant.

2.4.4 Applicants Determined Ineligible

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."

2.4.5 Maintaining Records

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

- a. **Eligible**: applications that have met initial program eligibility requirements and have been placed on the waiting list.
- b. **Ineligible**: applications that have not met initial program eligibility requirements and have been determined to be ineligible.
- c. **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 the information is completed.
- d. **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.

2.5 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 preference, if applicable.

The waiting list shall be updated on a yearly basis. 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.

2.6 Preferences

In general, the following preference rules shall apply:

- a. Enrolled Native Village of Barrow tribal members shall have preference for all housing programs ahead of members of other tribes.
- b. Elderly families, as defined in Section 11.3, shall have preference for housing designated for the Elderly.
- c. Handicapped/Disabled families, as defined in Section 11.3, shall have preference for housing that has been modified for accessibility.
- d. Within each of the above preference categories, families shall be selected by date and time of application unless specific preferences are designated for the program, as stated in this Policy.

2.7 Selection Notification

The Selection Notification shall include the following:

- a. A statement that the family has been selected for participation in the applicable NVB program;
- b. A statement that the family may be required to participate in counseling/training sessions prior to occupancy;
- c. A statement that a homebuyer agreement/contract/lease will need to be executed;
- d. A statement that admission and contract execution is subject to a final income and eligibility verification;
- e. The address, location, legal description, unit number, or type of services to be received and the amount of assistance, if applicable;

- f. A statement that the family has seven (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 seven (7) days shall be regarded as a rejection of the offer. The date of formal rejection and new application date shall be ten (10) days after the notification of selection;
- g. 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 on the waiting list with the new date; and
- h. A statement that the notice does not obligate the NVB in any way.
- i. A statement that a second rejection will result in removal from the waiting list entirely.

3 Occupancy Requirements

3.1 Agreements & Contracts

3.1.1 General Conditions

- a. Prior to implementation of any program assistance and services, participants shall execute an agreement/contract with the NVB, 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 documents, with each of the parties receiving one of the original documents. The agreement shall be signed by all adult participants and the person authorized by the NVB. In situations where there are restrictions regarding succession of land, only the tribal member may execute the document.
- b. 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.

3.1.2 Termination of Agreement.

- a. **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 Section 4. *Payments and Collections*. The general termination procedure for breach of the Agreement for reasons other than non-payment is stated below.
- b. **Notice of breach.** When a breach of the Agreement has been identified, NVB shall provide the participant with written notification identifying the breach, give the participant an opportunity to identify any extenuating circumstances, and allow the participant into or propose a plan of action to correct the breach. NVB shall have the sole discretion to accept or reject a proposed plan of action. If a participant 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 participant’s and NVB’s signature.

- c. **Notice of Termination.** If no plan is developed or agreed to by NVB, or if the participant 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 participant an opportunity to file a grievance according to NVB's Grievance Policy. NVB may require the participant to attend a mandatory conference to discuss the noncompliance with the plan of action. The participant shall have the right to review documents pertaining to the breach upon request.
- d. **Notice to Quit.** If the Agreement terminates because of the participant's failure to cure the noncompliance after Notice of Termination, NVB may issue a Notice to Quit at any time before seeking court relief.
- e. **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 participant and will move forward with immediate termination. These include, but are not limited to, the following:
 - Criminal activity, such as bootlegging, drug-related criminal activity, and crimes involving the abuse of minors;
 - Violence, such as assault, use or threats of physical or deadly force, and use, discharge, or assault display of weapons in and around the project;
 - Vandalism, destruction, removal of any part of the home or local structures, including tribally owned property;
 - Maintenance of conditions hazardous to the health of the occupants and the project, including maintenance of fire risks, discharge of pollutants or unsanitary waste.
- f. 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.

3.1.3 NVB Eviction and Foreclosure Policy

NVB will apply and follow all applicable laws and policies to obtain possession of a home where participant is in default. However, before NVB Housing Department may proceed with any eviction or foreclosure action in any court of competent jurisdiction, against any participant in default, NVB Housing Department 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 Department 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 Department.
- c. Share all results and information from the title search and analysis process with legal counsel for review and advice of legal counsel.

3.1.4 Subleasing

Unless the Agreement says otherwise, 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 Department.

3.2 Use & Care of Home/Rental Unit

- a. As a condition of occupancy, participants are required to use the home/rental unit as a principal residence, except for temporary absences, as approved by the NVB.
- b. 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 neighbors 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.
- c. A home/rental unit which has been unoccupied for a period of thirty (30) days or more without NVB approval may be determined to be abandoned and in breach of the homebuyer agreement/lease if no rental or homebuyer payment has been made for the abandonment period and the family has taken obvious measures to remove their possessions.
- d. No participant 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 participant must be in full compliance with the terms of the homebuyer/rental unit agreement/lease.
- e. Program participants 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. Participants are responsible for care and maintenance of the home and property in accordance with the NVB Maintenance Policy. It is the participant's responsibility to report all damages to the unit so claims can be processed in a timely manner.

3.3 Conduct & Public Disturbance

- a. Families shall first and foremost abide by all terms of the Agreement. If this Policy and the Agreement are inconsistent, the Agreement shall take precedence.
- b. Participant families 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 participant complaints. Any conviction (including “no contest” pleas) for a drug related criminal activity shall be grounds for immediate terminations in accordance with the participant agreement/lease.
- c. The participant (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.
 - d. The participant shall remain in compliance with the applicable local animal control laws and/or policies.
 - e. The participant 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 participant shall not take in boarders or sublet the unit without prior approval by the NVB and is strictly prohibited pursuant to *Section 3.1.4. Subleasing*.

3.4 Maintenance Requirements

In NVB Rental Programs, maintenance refers to the participant’s obligation to keep the home, equipment, and grounds from declining in usefulness and appearance.

3.4.1 Definitions

As used in this Policy, the term “rental unit” includes roof, attic spaces, windows, gutters, walls, porches, doors, foundations, floors, etc. The term “Equipment” includes utility lines and piping, heating and plumbing equipment, pumps and tanks, ranges and refrigerators, and similar components. The term “Grounds” includes lawns, roads, sidewalks, drainage, and similar physical features surrounding and part of the property.

3.4.2 Purpose and Objectives

NVB’s objective is to provide decent, safe and sanitary housing. This policy sets the standards for the inspection and maintenance of NVB-owned units and is intended to ensure that several objectives are achieved:

- a. To maintain the value of the unit by keeping the home, equipment and grounds from deteriorating and/or failing before the end of their useful life.
- b. To reduce known conditions that may lead to injury or accident to occupants and others.
- c. To ensure the participant provides maintenance to prevent the need for future emergency maintenance or major structural or system failures in and around the rental unit, commonly known as “preventive” maintenance.

3.4.3 Participant Responsibilities

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.

3.4.4 NVB Responsibilities.

NVB performs initial, move-out, special and periodic inspections to protect its property interest in the home. In addition, 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.

3.4.6 Documentation

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

3.4.7 Home Inspections

NAHASDA (Sec. 403) requires that, not less frequently than annually, the NVB review activities conducted and housing assisted under the Act including an appropriate level of on-site inspection of housing, as determined by NVB. NAHASDA also requires that the NVB maintain the viability of housing stock previously developed (See also 24 C.F.R. § 1000.502). The “appropriate level” of inspections shall take into consideration such factors as the condition of the home at the last inspection, the age of the home, and the participant’s history of maintaining the home. The following are the types of inspection to be conducted:

- a. **Initial inspections.** At the time of initial occupancy, a move-in inspection shall be conducted with the NVB’s inspector (representative) and the participant. The participant may be permitted to have a representative of their choice present at the initial inspection to assist them. At the conclusion of the initial inspection, the participant shall sign an inspection report detailing any deficiencies in the unit/home. Depending on the seriousness of the deficiency, the NVB may correct the deficiencies prior to allowing the family to occupy the unit.
- b. **Periodic inspections.** The NVB shall provide the participant with written notification of any scheduled inspection at least 14 days prior to the date of the inspection. The notice shall state that the inspection is a requirement of the Rental Agreement and give the date and time of the inspection. At the conclusion of the inspection, the participant shall sign the inspection report, which contains the results of the inspection. The family shall be responsible for any tenant-caused damages, or damages beyond normal wear and tear.
- c. **Move-out inspections.** Upon termination of the participant Rental Agreement, the NVB shall conduct a move-out inspection. The participant or representative shall be given the opportunity to be present at the inspection. The NVB shall prepare an inspection report which shall be signed by the participant family. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required, which shall be deducted from the Security Deposit. Any costs in excess of the Security Deposit shall be billed to the family.

3.5 The Certification Process

- a. All participants of homeownership and rental programs will be required to periodically recertify their income and family status. The date for annual 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 participant of the need to re-certify and set a date/time for the re-certification.
- b. At the time of the re-certification, the participant 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 participant.

- c. Notice of Charges. At least 30 days prior to the anniversary date of the applicable NVB Housing Program Agreement (whether that is a rental agreement, contract of sale, or other program agreement between NVB and the program participant) or the effective date of any changes in monthly payments, the participant will be notified in writing concerning any changes in monthly payments. This includes any changes due to NVB charges in utility allowances, if applicable.
- d. After the re-certification process is complete, an adjustment in payment/rent amount (to comply with the applicable NAHASDA rules regarding maximum rent and homebuyer payments) 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 participant was in no way at fault. Decreased rent/payment adjustments will be made retroactively to the date of the relevant change in income. Within 10 days of the completed re-certification process, the participant shall be informed in writing of any changes in the required monthly payment/rent and the effective date of these changes.
- e. The participant 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.
- f. If the family fails to provide updated information in a timely manner, the NVB payment shall be changed to the Fair Market Rent for the housing unit size until such time as the information requested is provided.
- g. The participant 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.
- h. 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 *Section 4 Payments and Collections*)

4 Payments and Collections

In compliance with PL 104-330 and 24 C.F.R. § 1000.124 participant payments for any housing program will be set at no more than thirty percent (30%) of the participant's monthly adjusted income.

4.1 Purpose and Applicability.

Applicable programs: homeownership opportunity, lease purchase, and rental & loan programs, or any other program where payment is required for direct housing, services, or for

loans involving renovation, new units, & purchase of materials.

4.2 Deposits & Down Payments

Participants in the rental program are required to pay a security deposit, as specified in the Rental Agreement, 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 Rental Agreement have been satisfied.

4.3 Required Monthly Payments.

- a. The amount of the 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 a change in the family's circumstances. For programs using IHBG funds, at no time shall the monthly payment exceed thirty percent (30%) of a family's Monthly Adjusted Income, as defined in Appendix A.
- b. Annual income, as defined in Appendix A, may be the starting point for calculating monthly payments, if required. 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 equals the monthly-adjusted income. Monthly-adjusted income multiplied by the rate specified in the Agreement equals the required monthly payment.
- c. The responsibility for the payment of utilities shall be specified in the Agreement.
- d. To avoid any late fees or penalties specified in the Agreement, payments must be made on or before the due date specified in the Agreement. Unless specified otherwise, payments shall 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 and subject to any late fees specified in the Agreement.
- e. If a participant fails to make a payment as required by the specified due date, the NVB shall make every effort to contact the delinquent participant and document the attempts or contact. If the participant continues to fail to make the required payments, or fails to obtain approval alternative arrangements, the account will be handled in accordance with the outlined procedures for enforcement of program violations.

4.4 Ceiling Rents

A schedule for ceiling monthly payments (for rents and for homebuyer payments under contracts of sale or other homebuyer agreement) has been established by the NVB based on the most recent published Fair Market Rents for the area. If the monthly payment calculation results in an amount greater than the ceiling amount for a particular unit, the resident will be charged the ceiling amount.

4.5 Partial Payments

Where financial hardship is suffered, participants may be required to make partial payments rather than pay nothing. Where partial payments are being made, NVB may delay termination

action if the participant's payment history is good, it appears that the past-due balance will be repaid in the near future, and the participant is complying with all other requirements of the NVB program. If the inability to make full payments is expected to exceed 60 days, the participant must promptly sign a written Payback Agreement which states the reason for the extension or partial payment and specifies the date or dates on which payments will be made.

4.6 Other Non-payment Actions

4.6.1 Counseling Sessions

The NVB may schedule a budget counseling session for the participant 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 participant. The NVB shall require the participant to sign a statement documenting attendance and commitment by the debtor to improve personal financial management.

4.6.2 Payback Agreements (25% down, etc.)

- a. The NVB may negotiate a payback agreement with the delinquent participant 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 twelve 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 participant family 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 participant may ask for reconsideration of the payback agreement. If the participant presents credible evidence of hardship that caused the breach of the payback agreement, the NVB may reinstate the pay back agreement. If prior payment agreements have failed, the NVB may restrict the reinstatement.
- b. Before agreeing to a Payback Agreement, NVB shall require that the participant pay a percentage of the amount owed as follows: 1st Payback Agreement – 25%; 2nd Payback Agreement, - 50%; 3rd Payback Agreement – 75%. After three Payback Agreements, the participant shall not be allowed to enter into any further Agreements and may be subject to immediate termination and eviction as a result of continued non-payment.

4.7 Suspension of Payments

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 participant may request the suspension of payments/rent, and the NVB shall approve/disapprove the request and notify the participant in writing of the determination.

4.8 Payment Adjustments.

If allowed under the Agreement, the monthly payment amount may be adjusted, either up or down, due to changes in income of other family circumstances. 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.

4.9 Final Collection Agreement.

NVB may require the participant 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 participant 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.

4.10 Late Fees

If any payment due has not been paid by the due date, for any reason, the NVB may charge a late fee as specified in the Agreement/Contract with the participant family.

4.11 Application of Payments

When a participant has a past due balance under any program, any payment made shall first be applied to the past due balance, and then the remainder of the payment, if any, shall be applied to the current amount owed.

5 Grievance Process

5.1 Policy Statement

- a. As the governing body, the NVB recognizes the need to establish procedures to resolve disputes between participants or applicants and the NVB in a fair and impartial manner. The purpose of these grievance procedures is to establish the general principles by which the NVB provides for and hears grievances and formal complaints by its program participants and applicants.
- b. These policies and procedures are intended to provide due process to everyone involved along with being in compliance with all applicable state, federal, and tribal laws, provided that Tribal law shall have precedence. Nothing contained in these grievance procedures shall waive the sovereign immunity of the NVB or its agents, officials, employees, and/or contractors.
- c. This grievance process does not apply to NVB employees except as they may file a grievance as a participant, nor does it apply to vendors or contractors.
- e. These policies and procedures shall be made available to all Participants in NVB housing programs.

5.2 Definitions.

Governing body shall mean the NVB Housing Committee.

Participant shall mean any individual who has applied for, has been awarded, or is currently participating in any NVB housing program.

Grievance shall mean any dispute which a Participant may have with respect to NVB action or failure to act with respect to any NVB housing program and which is presented to the NVB in accordance with these grievance procedures.

The **Grievance Panel** shall be an impartial (person or group) appointed by the NVB.

Complainant shall mean any Participant who has presented a grievance to the NVB in accordance with these grievance procedures.

Grievance Hearing shall mean the presentation to the NVB of the grievance and NVB's response to the grievance. The NVB's Housing Director and/or legal counsel along with other pertinent NVB employees shall be present at the hearing along with the complainant's representative if applicable.

5.3 Procedures.

5.3.1 Prior to a hearing.

- a. These grievance procedures allow decisions, actions, or inaction or NVB staff or governing body to be appealed or reviewed by Participants who are directly impacted or affected so long as certain required procedures are followed.
- b. To facilitate the process, the complainant may first present his/her case in person to the NVB to resolve the issue before it goes to a formal Hearing. If there is no resolution to the issue, the grievance will then be provided in written form.
- c. Before filing a complaint with the Housing Director, the complainant should review the program agreement he/she has with the NVB to assure that he/she has a valid complaint.
- d. The grievance may be simply stated but include at least the grounds upon which the grievance is based, and the action requested.
- e. Any grievance must be in writing and signed by a Participant and personally delivered to the Housing Director or designated NVB employee or sent by certified mail no later than ten (10) days after the NVB decision, action or inaction occurs.
- f. The NVB and the complainant shall make every effort to attempt to resolve a grievance prior to the complainant requesting a Grievance Hearing.
- g. The NVB shall respond in writing within ten (10) days after receiving a grievance. The response shall be personally delivered or delivered by certified mail to the complainant. A copy of the response shall be attached to the complainant's grievance.
- h. The NVB's response shall specify:
 - (1) the proposed action to be taken to resolve the grievance;
 - (2) the right of the complainant to a hearing before the Executive Director; and
 - (3) the procedure for requesting such a hearing;
- i. If the complainant is dissatisfied with the proposed action to resolve the grievance, the complainant may request a hearing before the Executive Director. The request for a hearing

must be made within ten (10) days of the date on the NVB's written response. The request for a hearing must be in writing and personally delivered to the NVB office or sent by certified mail.

- j. If the complainant does not request a hearing within ten (10) days after receiving the NVB's response to the grievance, the complainant waives his/her right to a hearing and the NVB's proposed disposition of the grievance shall become final.

5.3.2 Hearing.

- a. If the complainant requests a hearing within ten (10) days of the date of the NVB's written response, the NVB shall schedule the hearing to be held within thirty (30) days of the complainant's request for a hearing.
- b. Written acknowledgment of the request and notice of the scheduled Grievance Hearing date, time and place shall be provided to the complainant at least ten (10) days prior to the hearing date. The written acknowledgement may be personally delivered or sent by certified mail.
- c. Before attending the Grievance Hearing, the complainant should review the Grievance Policy to acquaint himself/herself with the proceedings.
- d. The NVB Housing Director shall preside over the Grievance Hearing and shall make the determination as to questions of rules and procedure. The Housing Director may be advised by and consult with NVB staff or legal counsel on procedural matters during this process.
- e. The NVB staff and complainant shall treat each other respectfully and fairly when handling, hearing or presenting a grievance.
- f. The Housing Director shall require all in attendance to conduct themselves in an orderly fashion during the Grievance Hearing. Failure to comply with the directions of the Housing Director to obtain order may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and automatic granting or denying the action sought.
- g. Grievance matters including the Grievance Hearing may be confidential and not open to the public depending upon the subject matter, as determined by the Housing Director.
- h. The complainant has the right to review all files and documents that were used by the NVB in its original decision. This includes the names of witnesses or parties who have made complaints if such parties' statements were used by the NVB in its original decision.
- i. Both the complainant and a representative of the NVB, who may be the same person who is providing advice to the Housing Director, shall make verbal arguments at the Grievance Hearing. The complainant may have a representative speak on his/her behalf.
- j. The Grievance Hearing shall be conducted informally by the Housing Director and verbal or written evidence pertinent to the facts and issues raised by the complainant will be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- k. After due consideration is given to a Grievance, a decision will be made by the Housing Director whether to sustain, reverse or modify the decision, action or inaction challenged. A written decision shall be promptly given to the Complainant no later than ten (10) days after the hearing.

- l. Failure to follow any requirement of these grievance procedures shall allow the Housing Director to dismiss the grievance with no further consideration.
- m. Filing a grievance shall not suspend, negate, delay, or disrupt the implementation of an NVB decision or action.
- n. The provisions of these procedures shall not apply when any grievance concerns:
 - (1) any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of by other Participants, neighbors or NVB employees, or
 - (2) any criminal activity, including drug-related activity, by Participants, their household members, guests, or invitees affecting premises, or rights or well-being of any Participant’s neighbors.
- o. Should the complainant fail to appear at the Grievance Hearing, the Housing Director may:
 - (1) dismiss the Grievance
 - (2) proceed without the complainant, or
 - (3) reschedule the hearing one time if the complainant has provided a valid reason for failing to appear.
- p. If the complainant is not satisfied with the decision of the Housing Director, an appeal may be made to the Housing Committee if submitted in writing within ten (10) days of the decision of the Housing Director. The Housing Committee will review the decision at its next regularly scheduled meeting and notify the Complainant of its decision to affirm or reverse the decision. The Housing Committee’s decision shall be final.

5.4 Sequence of Events

Task	Responsible Party	Timing
Grievance provided in writing to the NVB	Program Participant	Within 10 days of a decision, action or inaction by the NVB
Response in writing provided to the Program Participant	Housing Director	Within 10 days of receipt of written grievance.
Request a Hearing	Program Participant	Within 10 days of receipt of Housing Director’s response.
Schedule Hearing and notify Participant of Date	Housing Director	Within 30 days of request.
Written decision given to Program Participant & NVB.	Housing Director	Within 10 days after Hearing.
Appeal submitted to Housing Committee	Participant	Within 10 days of Housing Director decision.
Housing Committee decision	Housing Committee	At next regularly scheduled meeting.

6. Use of Program Income

6.1 Reference

This policy is based on the information provided in Public and Indian Housing (PIH) Notice 2019-07, which references 24 C.F.R. §§ 1000.10, 1000.26(a)(3), and 1000.64, and Section 104 of NAHASDA.

6.2 Definitions

Program Income: Any income realized (generated) from the disbursement or use of IHBG funds. It must be income received by the NVB or received by a contractor on behalf of NVB. Costs incident to the generation of program income paid for with the income generated may be deducted from gross income when determining program income.

Housing Related Activities: For purposes of program income, means any facility, community building, infrastructure, business, program or activity, including any community development or economic development activity that is determined by the recipient to be beneficial to the provision of housing in an Indian area and meets at least one of the criteria identified in 24 C.F.R. § 1000.10, Housing related activities (2)(i)-(iii).

Affordable Housing: This is housing that complies with the requirements for affordable housing under Title II of NAHASDA.

Eligible Affordable Housing Activities: These are activities identified in Section 202 of NAHASDA and are generally limited to the provision of assistance to low-income families.

Low-Income Families: These are families whose income does not exceed 80 percent of the median income for the area or the national median income, whichever is greater.

Non-Low-Income Families: These are families whose incomes exceed 80 percent of the median income for the area or the national median income, whichever is greater.

6.3 Use of Program Income

- a. The IHBG regulations at 24 C.F.R. § 1000.64 require recipients to use program income to carry out housing or housing related activities. In addition, so long as program income is spent on housing related activities, the use of program income is not subject to other Federal requirements. However, NVB must ensure compliance with all other administrative requirements related to the IHBG program, including recording, reporting, financial management, and other requirements discussed in this notice.
- b. IHBG funds must not be used for ineligible purposes with the intention of reimbursing those costs later using program or non-program income. Additionally, program income may not be used to pay for the costs of prosecuting claims against the Federal government, including appeals of final Federal agency decisions. Such costs are not housing related activities.
- c. NVB is not required to expend retained program income before drawing IHBG funds from the Line of Credit Control System (LOCCS) or expending IHBG funds. NVB may retain any program income provided the program income will be used to carry out housing or housing related activities in accordance with Section 104(a)(1) of NAHASDA.

6.4 Reporting of Program Income

- a. NVB must ensure proper recording of the receipt and use of program income (see Section 102(b)(2)(C) of NAHASDA and 2 C.F.R. § 200.302(b)(3) and 2 C.F.R. § 200.327). To satisfy these requirements, the receipt and expenditure of program income must be identified in both the IHP/APR as well as on the Federal Financial Report (FFR) SF-425 regardless of whether the program income will be or has been used for housing related activities.
- b. Instructions related to how program income should be reported are contained in the following HUD program guidance documents: “Federal Financial Report – Standard Form 425: Instructions and Guidance for the IHBG Program” (No. 2014-07) and “Guidance for Completing the Indian Housing Plan/Annual Performance Report (form HUD-52737)” (No. 2018-02a).
- c. NVB may use either a separate program income “fund” or use separate expense accounts for tracking purposes. In addition, accumulated program income should be reported as a “restricted asset” on the NVB financial statements.

7 Useful Life and Binding Commitments

7.1 Requirements

- a. This policy is based on Program Guidance 2020-02 dated September 9, 2020, and should be updated as additional Guidance is published which changes these requirements.
- b. Section 205(a)(2) of the NAHASDA, requires that housing units remain affordable for either (1) the remaining useful life of the property (as described in the Indian Housing Plan or (2) for such other period that HUD determines is the longest feasible period of time consistent with sound economics and the purpose of NAHASDA. Useful life is the time period during which an assisted property must remain affordable.
- c. The IHBG regulation at 24 CFR § 1000.142, states that to the extent required in the Indian Housing Plan (IHP), each IHBG recipient shall describe its determination of the useful life of the assisted housing units in its developments in accordance with the local conditions of the Indian area of the recipient. By finding the IHP to be in compliance with the statute, HUD would be determining the useful life to be in accordance with NAHASDA.
- d. The NAHASDA statute and regulations also require that this affordability period be secured through binding commitments satisfactory to HUD. The purpose and intent of requiring binding commitments is to guarantee that the housing will remain affordable for its useful life (affordability period). The binding commitment requirement under NAHASDA not only applies to the parties, but it also applies to the property. The purpose and intent of requiring binding commitments is to guarantee that the housing will remain affordable for its useful life regardless of who may have entered into a contractual agreement or who may be in possession. The binding commitment required cannot be satisfied solely with a contract between the parties. Pursuant to 24 C.F.R. § 1000.144, for it to be satisfactory to HUD, a written use restriction that is placed on the assisted property and must run with the land; hence, binding commitments must be recorded.

7.2 Affordability Period

- a. Housing units that are constructed, developed, and/or rehabilitated using IHBG funds must establish a useful life to ensure the property will remain available to low-income families.
- b. The NVB shall develop a tiered Affordability Period based on the amount of IHBG funds invested. The Affordability Period shall be described in each Indian Housing Plan for the period in which the IHBG funds are to be expended.

7.3 Binding Commitments

- a. NAHASDA requires that there be binding commitments in place to ensure that a housing unit will remain affordable for its useful life. When IHBG funds are used, either in the form of a grant or a loan, to purchase, construct, or rehabilitate a residence, there must be a written agreement in place between the NVB and the individual who is being assisted with the IHBG funds.
- b. These written use agreements must include provisions for the NVB useful life or affordability period restrictions as specified in its IHP.
- c. The provisions must be imposed by recorded deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the useful life restrictions may terminate upon foreclosure by a lender (or transfer in lieu of foreclosure), as long as the action is not for the purpose of avoiding low-income affordability restrictions.
- d. The written use agreement may contain a schedule outlining a payback of a decreasing balance of assistance or percentage equity over the useful life or affordability period that would have to be reimbursed to the recipient's program if a subsequent occupant does not meet the IHBG eligibility requirements.

8 Self-Monitoring

8.1 Purpose

Under the implementing regulations of the Indian Housing Block Grant (IHBG) program (24 C.F.R. § 1000.502), recipients are responsible for monitoring grant activities to ensure compliance with applicable federal requirements and performance goals under the Indian Housing Plan. IHBG recipients are responsible for preparing, at least annually:

- A performance report providing an assessment of IHBG program progress and goal attainment under the IHP;
- An audit consistent with the provisions of the Single Audit Act.
- *A compliance assessment with NAHASDA requirements*, including an on-site inspection of NAHASDA-assisted housing; and

The Annual Performance Report, required by HUD, and the annual audit, required for all federal housing programs, are already clearly defined. This policy defines how the Native Village of Barrow will perform a compliance assessment, including the methods to be used and the persons responsible.

8.2 HUD Review

It is understood that the HUD Area Office for NVB, the Alaska Office of Native American Programs (AONAP) will review the self-monitoring assessments conducted by the Native Village of Barrow, and will determine whether the Native Village of Barrow has:

- Adopted a self-monitoring policy as part of the Native Village of Barrow's policies and procedures;
- Conducted self-monitoring on a consistent and recurring basis;
- Conducted the self-monitoring assessment in an objective manner;
- Included self-monitoring summary results in the Annual Performance Report;
- Made available to the public the results of the self-monitoring assessments;
- Incorporated deficiencies identified in the self-monitoring evaluation in recommendations for improvement to be completed during the following program year; and
- Made progress from year to year in addressing control deficiencies identified in the self-monitoring assessments.

The Native Village of Barrow will ensure that information is made available so that AONAP can make these determinations during its review process.

8.3 Basis for Assessment

The Native Village of Barrow may use the *Indian Housing Block Grant Recipient Self-Monitoring Compliance Assessment Guidebook* as a tool for conducting the compliance assessment. It is understood the Guidebook goes beyond the requirements of the IHBG program and contains certain elements that may not be relevant to the Native Village of Barrow housing programs. Therefore, not all elements of the Guidebook will be utilized, but rather only those that are appropriate at the time of the assessment.

8.4 Responsibility for Assessment

The Native Village of Barrow recognizes that it is critical that the self-monitoring assessment be conducted in an objective and impartial manner. It is therefore inappropriate to assign monitoring responsibilities to individuals within the organization who perform day-to-day housing program activities, who may yield subjective or biased results.

The Tribal Administrator, or Designee, shall be responsible for ensuring that the self-monitoring requirements defined in this policy are carried out. The periodic assessments shall be completed by the staff of the Native Village of Barrow, or by an independent contractor as determined by the Administrator and approved by the Tribal Council. Assessment results shall be provided to the Tribal Council as specified in this Policy.

At all times the person(s) performing the assessments shall be knowledgeable of the program requirements being monitored. To ensure quality assessments, responsible staff member(s) carrying out the assessments will be provided copies of all program notices from HUD, and may be required to do one or more of the following:

- Attend NAHASDA update training, on a national or regional level; and/or
- Attend quarterly regional housing association meetings and take part in any training being offered; and/or
- If necessary, request onsite training from knowledgeable resource.

As part of the education process, the Native Village of Barrow staff may include, as part of its regular report to the Tribal Council, any significant and/or relevant changes to the housing program, as well as any recommended policy amendments that may be necessary because of these program changes.

8.5 Method of Assessment

- a. The Administrator, or designee, shall be responsible for determining staff assignments with respect to this self-monitoring requirement, and for determining which areas of the program to monitor. To maintain independence, whenever possible, staff will monitor areas outside their own area of responsibility.
- b. The staff assigned the self-monitoring duties may include completing the self-monitoring checklists, as specified in the Guide, by conducting interviews with the appropriate staff person(s) who are responsible for the area being assessed. Interviews shall be scheduled well in advance, to provide the staff person(s) with sufficient opportunity to schedule their time. A random selection of transaction files shall be reviewed to verify that housing policies and program regulations are being followed consistently. Native Village of Barrow staff shall make available all original documentation needed to complete the assessment, including but not limited to participant files and accounting records.

8.7 Areas to be Covered in Assessment

Although the assessment may involve aspects of the entire organization (such as verifying the existence of Council meeting minutes), transactions that are not in some way related to the IHBG program will be beyond the scope of this policy. However, all transactions involving the use of IHBG funds will be subject to review.

The Guide contains checklists in the following areas:

- **Organization control environment.** This area is related to organization-wide topics (organization charts, bylaws, policies and procedures and records management), and will probably be reviewed only annually.
- **Resident (participant) eligibility and service standards.** This will be a primary area of the monthly reviews. It includes verification of participant selection, eligibility determination and payment or assistance calculations.
- **Fiscal and financial management.** This area will focus on reporting, audits, budgeting, drawdowns, investments, and allowable costs, and will probably only be reviewed on an intermittent basis. At least quarterly, HUD reporting (HUD-272), investment performance, budget variances and audit status will be reviewed.

- **Procurement and contract administration.** Because HUD places a high importance on procurement, this will also be a primary area of review. Expenditures and obligations of IHBG funds will be reviewed to ensure compliance with Native Village of Barrow procurement policies.
- **Labor standards and construction management.** Reviews of this topic will be contingent upon the level of construction activity. In addition, the Assessor will ensure that appropriate controls and procedures are in place based on planned activities.
- **Environmental review.** HUD requires some type of environmental review for all IHBG expenditures, and therefore this review will be conducted for all new activities by department.

As stated above, the assessor will determine the area(s) to be covered at the time of the assessment.

8.8 Assessment Results

- a. The assessment report will be presented to the Tribal Council at the first meeting following the assessment. The report will include a copy of all checklists completed in the assessment, including a cover page summarizing all areas needing attention. Any findings not corrected since the previous assessment shall be noted in the summary. The Administrator shall take immediate steps to correct all deficiencies, and shall provide to the Tribal Council a report prior to the next scheduled assessment, describing the steps taken to correct the deficiencies.
- b. A summary of self-monitoring results, including any recommendations for improvements to the housing program, or improvements needed to the self-monitoring process, shall be included in the Annual Performance Report.

9 Rental Housing Program

9.1 Purpose

To provide affordable rental housing to eligible families who may not currently have the resources, or otherwise prefer not to, participate in homeownership programs.

9.2 Eligibility Requirements

To be eligible, applicants must meet the general eligibility requirements of Section 2.

9.3 Selection Criteria

Families shall be selected according to the Preferences described in Section 2.

9.4 Rental Agreement

The Agreement used for the Rental Program is referred to as a Rental Agreement, which must be executed prior to occupancy. If there is a discrepancy between the terms of the Rental Agreement and this Policy, the Rental Agreement shall have precedence.

9.4.1 Execution of the Rental Agreement:

- a. A Rental Agreement shall be executed in duplicate original.
- b. The Rental Agreement shall be executed by the NVB and the Lessee and spouse (if any).
- c. The Family shall receive one of the original Rental Agreements and the other shall be retained in the NVB's program file.

9.4.2 Total Tenant Payment

The "Total Tenant Payment" (TTP) assessed for each Lessee Family may be either of the following, contingent upon the Agreement:

- a. **Maximum Amount:** Multiplying the family's adjusted monthly income by 30% or some other lesser percentage, as stated in the Agreement, or
- b. **Ceiling Rent:** See Section 4.4.
- c. **Minimum Amount:** Assessing a minimum monthly charge, not exceeding 30% of the family's Monthly Adjusted Income.

9.5 Utility Reimbursement

If the utility allowance applied above exceeds TTP, then the difference known as the Utility Reimbursement shall be a utility reimbursement paid directly to the utility company.

9.6 Termination of Rental Agreement

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

10 Homeless Assistance Program

10.1 Purpose

Provides financial assistance and/or shelter assistance to low-income Native American/Alaska Native families who meet the HUD definition of "homeless" stated in this Policy.

10.2 Eligibility Requirements

- a. Meet general eligibility requirements for NVB housing programs.
- b. Need for assistance as demonstrated by meeting the HUD definition of "homeless".

10.3 Definition of Homeless

- a. **In general**, for purposes of this policy, the terms "homeless", "homeless individual", and "homeless person" means:

(1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or

- (2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
 - (3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing); or
 - (4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided; or
 - (5) an individual or family who—
 - (A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—
 - (i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
 - (ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
 - (iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause; and
 - (B) has no subsequent residence identified; and
 - (C) lacks the resources or support networks needed to obtain other permanent housing; or
 - (6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who—
 - (A) have experienced a long-term period without living independently in permanent housing, and
 - (B) have experienced persistent instability as measured by frequent moves over such period, and
 - (C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.
- b Domestic violence, dating violence, sexual assault, stalking, and other dangerous, traumatic, or life-threatening conditions relating to such violence, notwithstanding any other provision of this section, the NVB shall consider to be homeless any individual or family who—

- (1) is experiencing trauma or a lack of safety related to, or fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening conditions related to the violence against the individual or a family member in the individual's or family's current housing situation, including where the health and safety of children are jeopardized; and
- (2) has no other safe residence; and
- (3) lacks the resources to obtain other safe permanent housing.

10.3 Selection Criteria

Families shall be served according to the preferences specified in Section 2 of this Policy.

10.4 Amount and Duration of Assistance

The amount and duration of the assistance shall be determined by the availability of funds as described in the Indian Housing Plan for the year the funds will be expended.

11 Rehabilitation Assistance Program

11.1 Program Description

The NVB Rehabilitation Assistance Program is specifically designed to increase the life span of privately-owned, affordable Housing by utilizing NVB loan program services.

11.2 Eligibility Requirements

- a. The family must meet the eligibility requirements described in Section 2 of this Policy.
- b. The family must own and be living in the home at the time of their selection.
- c. For families not considered Elderly or Disabled/Handicapped, income must be sufficient to be able to repay the loan amount.

11.3 Selection Preferences

- a. Enrolled NVB Tribal Members whose enrollment status has been verified will have preference. Enrolled tribal members will be assisted in the following order.
 - (1) Elderly families: families whose head or spouse is elderly (62 or older), by date/time of application.
 - (2) Disabled families: families whose head or spouse is disabled/handicapped, as defined, by date/time of application.
 - (3) Other tribal members, by date/time of application
- b. Other Alaska Natives and Other Native Americans will only be assisted after all tribal member applicants have been assisted.

11.4 Special Requirements

- a. For families who are not considered elderly or disabled/handicapped, the assistance is to be in the form of a zero-interest loan, to be repaid according to the terms of the Loan Agreement. For families who are considered Elderly or Disabled/Handicapped, the assistance will be in the form of a grant.
- b. The assistance amount will be sufficient to repair all deficiencies to bring the home up to a standard condition according to local Building Codes, but not exceeding the maximum amount and/or the specific items described in the Indian Housing Plan for which the funds will be expended.
- c. Rehabilitation of units may include, but not be limited to, repairing/replacing electrical systems; plumbing and heating systems; repairing/replacing dilapidated walls, doors, windows, floors and/or roofs. Enlargement of units will be allowed if an existing home is structurally sound, the family is considered overcrowded, and the deteriorated dwelling can be economically placed in a standard condition.
- d. All families must sign a Binding Commitment in a form developed by NVB-Housing stating that if the family sells the home prior to the expiration of the Useful Life stated in the Indian Housing Plan, beginning with the completion date of the repairs, the homeowner will be required to repay the full amount of the assistance.
- e. The Loan or Grant shall be secured by a Lien on the property for the term of the Binding Commitment or the term of the Loan Agreement, whichever is greater.
- f. Except for families considered Elderly or Handicapped/Disabled, the family shall enter into a Loan Agreement with NVB, similar to that used in the Housing Assistance Loan Program described in this Policy. Monthly payments shall not exceed 30% of the family's Monthly Adjusted Income.
- f. The participants will maintain fire, weather and extended and/or liability coverage to replace any loss of the improvements for their useful life, as stated in the Indian Housing Plan, or for the term of the Loan Agreement, whichever is greater.

12 Emergency Repair Program

12.1 Overview

- a. Providing direct assistance to private homeowners for emergencies such as, but not limited to, relocation due to erosion, fire and life safety deficiencies, increased energy efficiency, water & sewer upgrades and other purposes.
- b. Renovation projects are for all low-income families able to pay back interest-free loans. Preference will be given to:
 - NVB Tribal members.
 - elders as head of household and
 - households with the most severe need for rehabilitation and weatherization.

- c. Single women and very low income married couples will be provided housing assistance only in severe and life-threatening situations.

12.2 Eligibility Requirements:

- a. Meets general eligibility requirements for NVB housing programs.
- b. Must own and lives in a residence which is in need of rehabilitation or weatherization.
- c. Rental housing units (such as TNHA) are not eligible for assistance except mutual help program.

12.2 Selection Criteria:

The families must be who live in health hazard, dilapidated dwellings, economically disadvantaged and have unsafe and severe inadequate electrical/plumbing conditions. Preferences are as follows:

- a. First Preference to Elders (62 + years of age)
- b. Second Preference to Disabled Families or Disabled Individuals
- c. Substandard Housing Condition (Emergencies, unsafe, unaffordable)
- d. Overcrowded Household
- e. Date of Completed Application

12.3 Special Program Requirements

- a. **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.
- b. **Affordability** – Program participants will agree to maintain their homes or apartments as affordable, as defined by NVB, for the useful life of the assistance. All families must sign a Binding Commitment in a form developed by NVB-Housing stating that if the family sells the home prior to repayment (and prior to the expiration of the Useful Life stated in the Indian Housing Plan), beginning with the completion date of the repairs, the homeowner will be required to immediately repay the full amount of the assistance.
- c. The loan is interest free.

12.4 Participants’ Costs

- a. The Elderly tribal members who are selected to the Emergency Repair Program (ERP) 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.
- b. 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.
- c. The financial assistance provided to these individuals will not be paid back to NVB in the

ERP.

- d. The renovation project applicants will pay the total development costs for each unit.
- e. In renovation projects elders will not be burdened with financial obligations.
- d. Eligible single women/men and young married couples can apply for a loan in the rehabilitation program. A “Housing Assistance Agreement” must be completed before work begins.

12.5 Minimum Requirements

- a. 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 because of alcohol or substance abuse related incidents). This period will determine the homeowner’s ability to display proper care and follow maintenance standards set by NVB. (Repair costs may mean higher payments.) If preventive maintenance is neglected, agreements will have to be terminated.
- b. The homeowner will advise NVB if he/she can manage 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.
- c. 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.

12.6 Program Completion/Termination

- a. Each call is not a long-term commitment and does not require any payments or insurance coverage by NVB.
- b. 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.

13 Housing Assistance Loan Program (HALP)

13.1 Purpose

The purpose of this program is to provide financial assistance to low-income tribal members through re-financing of mortgage loans and other obligations with a single zero interest loan from NVB.

13.2 Forms of Assistance

13.2.1 Down Payment Assistance

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.

13.2.2 Closing Costs

The NVB Home Assistance Loan 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.

13.2.3 Buy Down Loan Assistance

- a. NVB Housing Program will provide a loan and low monthly payments for a completed renovated home.
- b. 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.
- c. If the homebuyer sells or transfers the home to a qualified individual the subsequent homebuyer shall fulfill the remaining requirements of the affordability period.

13.3 Eligibility Requirements:

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

13.4 Selection Criteria

- a. Native Village of Barrow Member, Other Indian/Alaska Native, Non-Indians
- b. Elders (62+ years of age)
- c. Disabled Families or Disabled Individuals
- d. Housing Condition (Emergencies, unsafe, unaffordable)
- e. Household size (Overcrowded)
- f. Date of completed application

13.5 Special Program Requirements

- a. **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.
- b. **Affordability** – Program participants will agree to maintain their homes as affordable, as defined by NVB, for the useful life of the assistance. All families must sign a Binding Commitment in a form developed by NVB-Housing stating that if the family sells the home prior to repayment (and prior to the expiration of the Useful Life stated in the Indian Housing Plan), the homeowner will be required to immediately repay the full amount of the assistance.
- c. A HALP agreement must be signed before any financial obligations are fulfilled,

supplemented by a resolution by NVB to support the contract.

13.6 Participants' Costs

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

13.7 Program Completion/Termination

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

14 Material Assistance Program (MAP)

14.1 Purpose

Providing financial assistance to low-income tribal members through zero interest loans for materials and labor for new construction, substantial rehabilitation and home additions.

14.2 Eligibility Requirements:

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

14.3 Selection Criteria:

- a. Native Village of Barrow Member, Other Indian/Alaska Native, Non-Indians
- b. Elders (62+ years of age)
- c. Disabled Families or Disabled Individuals
- d. Housing Condition (Emergencies, unsafe, unaffordable)
- e. Household size (Overcrowded)

- f. Date of completed application

14.4 Special Program Requirements:

- a. **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 (11) years.
- b. **Affordability** – Program participants will agree to maintain their homes as affordable, as defined by NVB, for the useful life of the assistance. All families must sign a Binding Commitment in a form developed by NVB-Housing stating that if the family sells the home prior to repayment (and prior to the expiration of the Useful Life stated in the Indian Housing Plan), beginning with the completion date of the work, the homeowner will be required to immediately repay the full amount of the assistance.
- c. **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.

14.5 Participants Costs

- a. Homeowner payments do not exceed thirty (30) percent of the adjusted income of the family.
- b. Homeowners will pay refinancing, including closing costs and related fees (legal fees and as built surveys).
- c. Homeowner payment can be monthly installment payments not to exceed ten (11) years to thirty (30) years depending on the loan amount.
- d. The amount of the loan to be paid will have 0% interest.

14.6 Maintenance Requirements:

- a. NVB will give financial assistance for one (1) year to the homeowner. (NVB will not provide financial assistance for damages incurred by homeowner either through recklessness or through 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.) Then if preventive maintenance is neglected, agreements will have to be terminated as outlined in Appendix D.
- b. 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.
- c. Refer to Section 5 for routine, preventive and unforeseen maintenance.

14.7 Home Modifications

No participant family 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 participant must be in

full compliance with the terms of the Agreement.

15 Lease-Purchase Program

15.1 Nature of Agreement and Opportunity to Purchase.

The NVB Housing Program Agreement (NVBHPA, also known as the Contract of Sale) is the Agreement governing the NVB Homeownership program, and it gives eligible tribal members the right and option to purchase a home. Until the purchase option is exercised, NVB is the owner of record and NVB may terminate the NVBHPA for any material violation of the agreement. The tribal member may terminate at any time by giving the notice required by the NVBHPA. In addition, if the tribal member has signed the latest version of the NVBHPA, 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.

15.2 Eligibility

In addition to the eligibility requirements of Section 2 of this Policy, applicants must also have sufficient income to pay off the loan amount within the specified term of the Agreement without exceeding the 30 percent of Monthly Adjusted Income limitation or the Non-Low-Income requirements as described in this Policy. If 30 percent of a family's Monthly Adjusted Income is greater than the monthly amortization payment, specified in the Purchase Price Schedule (below), the family may elect to pay an additional amount above the amortization payment to enable earlier payoff of the loan, so long as the total payment does not exceed the 30 percent limitation.

15.3 Purchase Price Schedule.

When the tribal member is admitted, the purchase price (see example Appendix A-3) will be provided, containing the following information:

- a. The initial purchase price for the home;
- b. The amount by which the purchase price drops each month of participation and the amortized purchase price each month over the term of the NVBHPA, which shall be not less than ten (10) nor more than thirty (30) years.
- c. Where NVB will not charge interest in a purchase of a new home.
- d. The approximate date on which the purchase price will be fully amortized.

15.3.1 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.

15.3.2 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:

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

2. Current replacement cost, determined by any reasonable method;
3. Using the remaining purchase price of the home as listed on the original purchase price schedule;
4. Any combination of these or other methods that will approximate actual value.

15.3.3 Starting Place on Schedule.

In addition to setting the subsequent purchase price, NVB shall determine the term of the NVBHPA, 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 fully amortized.

15.3.4 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 disabilities once they are in the program, the amount that is still due and owing shall at that time be discounted by 100% (except that this discount will **not** apply to any amounts that are owed as delinquencies at that date), and that Homebuyer shall owe NVB \$1.00 (plus the delinquency amount, if any) toward the payment of the remainder of the Purchase Price.

15.4 Maintenance Requirements

All maintenance, whether routine or non-routine, of the House and the Property is the sole responsibility of the Homebuyer. Failure to maintain the House in good, sanitary, and habitable condition shall be deemed a default under this Contract of Sale. Homebuyers may request that NVB undertake maintenance of the House or undertake certain repairs, which NVB may do at its sole discretion. The Homebuyer will reimburse NVB the full costs of labor and materials for such maintenance. NVB may undertake inspections of the House to determine compliance with this requirement, for which NVB must provide a minimum of 48 hours' notice.

15.4 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.

15.4.1 Eligibility to Purchase.

- a. 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.
- b. 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.

15.4.2 Initiative of Process.

Either the homebuyer or NVB may initiate the process for conveyance.

- a. NVB. In general, NVB may initiate the process for conveyance when the balance of the homebuyer's accounts (Homeownership contribution plus any equity accounts including but not limited to the 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.
- b. 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.

15.4.3 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.

15.4.4 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.

15.4.5 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.

15.4.6 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.

15.4.7 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 costs may include:

1. As-built survey;
2. Title examination and title insurance inspection;
3. Deed preparation fees;
4. Fees for preparing lease assignment or lease cancellation documents;
5. Closing, recording or transfer fees associated with title; and

6. Any financing, escrow and similar costs associated with outside financing, if any.
7. Initial payment of fire, weather, liability claims for all NVB housing units and extended coverage insurance (if home is being purchased through NVB financing);
8. Settlement costs, unless the homebuyer uses other funds or financing to cover such costs;
9. Purchase price balance.

15.5 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.

15.5.1 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.

15.5.2 Requirements

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

15.5.3 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. Provided, however, that if the "useful life" of the home has not passed at the time of conveyance, the family must sign a Binding Commitment in a form developed by NVB-Housing stating that if the family sells the home prior to the expiration of the Useful Life stated in the Indian Housing Plan, beginning with the completion date of the work, the homeowner will be required to repay a proportionate amount of the assistance provided as set out in the Binding Commitment document.

15.6 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.

15.7 Settlement/Closing.

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

15.8 Post-settlement recording and reporting.

15.8.1 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.

15.8.2 HUD.

NVB may notify the HUD of the transfer of the home.

15.8.3 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.

15.9 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.

15.10 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 conveyance of title until that delinquency has been paid or arrangements have been made to NVB's satisfaction, to repay that delinquency. NVB will take the following actions to close out the contract:

15.10.1 Termination.

NVB may terminate the NVBHPA and evict the homebuyer.

15.10.2 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.

15.11 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.

15.11.1 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.

15.11.2 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.

15.11.3 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.

15.11.4 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 Agreement to cover any arrearage.

15.11.5 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.

15.11.6 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.

15.12 Revised Contract of Sale

- a. If the Homebuyer has defaulted on the Original NVBHPA several times by missing numerous required monthly payments, resulting in payment arrearages, penalties, additional costs incurred by NVB, and other related costs (collectively, “the Arrears”) incurred under the terms of the original NVBHPA, NVB may elect to utilize an Amended and Restated Contract of Sale to define the current balance of the Arrears, as well as lay out the terms for repayment of the Arrears.
- b. The purpose of this Amendment is to provide an opportunity for the Homebuyer to address the Arrears, short of the remedy of forfeiture and eviction, though those remedies remain available to the NVB. NVB may elect to utilize this Amended and Restated Contract of Sale as a remedy, rather than forfeiture, at this stage, thus allowing the

- Homebuyer to continue toward home ownership, while accounting for, and recovering, the arrears over the remaining term of the Contract of Sale.
- c. This revised Contract of Sale option can only be utilized once during the term of the Agreement. If the family again falls behind in payments, the termination for non-payment terms of the original agreement shall be enforced, including eviction if necessary.

16 Rental Assistance Program

16.1 Purpose

Providing Security Deposit and First-Month's Rent assistance payments to eligible families. Rental properties may include privately-owned single-family homes or multi-unit apartments. Preference will be given to NVB Tribal members, with elders as head of household and families with the most severe needs having first preference.

16.2 Eligibility Requirements:

- a. Meet general eligibility requirements for NVB housing programs as described in Section 2 of this Policy.
- b. Demonstrated need for rental assistance.
- c. Willingness and ability to comply with property rental agreement.

16.3 Selection Preferences:

- a. Native Village of Barrow Member, Other Indian/Alaska Native, Non-Indians
- b. Elders (62+ years of age)
- c. Disabled Families or Disabled Individuals
- d. Household size (Overcrowded)
- e. Date of completed application

16.4 Special Program Requirements:

Assistance will be limited to providing funds for Security Deposits and First Month's Rent sufficient to allow a family to move into a rental unit and provided further that if First Month's Rent assistance is provided, it shall be provided in such amount as to ensure that the Family does not pay in excess of 30% of its adjusted monthly income for rent during that First Month. Maximum assistance will be \$3,000 per family per year, or a lesser amount specified in the Indian Housing Plan for the year the funds will be expended, with exceptions to be approved by the NVB Council.

17 Foreclosure Prevention Program

17.1 Purpose

Providing assistance for eligible homebuyers to pay delinquent mortgage payments sufficient to avoid foreclosure of their mortgage agreement and possible loss of their homes. Assistance to be provided under this program is subject to the availability of funds as described in the Indian Housing Plan for the year the funds will be expended.

17.2 Eligibility Requirements

- a. The applicant must meet the eligibility requirements of Section 2 of this Policy.
- b. The applicant must be a homeowner who as experienced a financial hardship (for example job loss, reduction in income or increased costs due to healthcare of the need to care for a family member) which has resulted in an inability to make mortgage payments sufficient to receive a foreclosure notice from the Mortgage holder.
- c. Applicants who are facing foreclosure or loss of housing due to violations of their Agreement for reasons other than financial hardship shall not be eligible.
- d. Applicants cannot have previously received assistance under this program.

17.3 Selection Criteria

Applicants found to be eligible shall be selected in the order of date and time of application, with preference given to enrolled members of the NVB.

17.4 Use of Funds

Program Funds may only be used for the following types of qualified expenses that are for the purpose of preventing homeowner mortgage delinquencies, homeowner mortgage defaults, or homeowner mortgage foreclosures:

- a. Mortgage payment assistance.
- b. Financial assistance to allow a homeowner to reinstate a mortgage or to pay other housing-related costs related to a period of forbearance, delinquency, or default.

17.5 Form of Assistance

- a. Families who are considered Elderly or Handicapped/Disabled, as defined, assistance shall be in the form of a grant. For all other families, assistance shall be in the form of a loan secured by a Secondary Loan Agreement.
- b. Loans shall be at a 0% interest rate to be repaid over the number of years specified in the Loan Agreement.
- c. All families must sign a Binding Commitment in a form developed by NVB-Housing stating that if the family sells the home prior to repayment (and prior to the expiration of the Useful Life stated in the Indian Housing Plan), the homeowner will be required to immediately repay the full amount of the assistance.

APPENDICES

Note: The Appendices are for reference only and are not subject to Housing Committee approval.

A-1 Glossary of Terms

1937 Act. The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.).

Adjusted Income. For the purposes of calculating payments under the Indian Housing Block Grant Program, the annual income that remains after excluding the following amounts:

1. YOUTHS, STUDENTS AND PERSONS 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) who is under 18 years of age; OR who is:
 - a. 18 years of age or older; and
 - b. a person with disabilities or a full-time student.
2. ELDERLY AND DISABLED FAMILIES - \$1,000 for an elderly or disabled family.
3. MEDICAL AND ATTENDANT EXPENSES - The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:
 - a. medical expenses, in the case of an elderly or disabled family; and
 - b. reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
4. CHILD CARE EXPENSES - Childcare expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.
5. EARNED INCOME OF MINORS - The amount of any earned income of any member of the family who is less than 18 years of age.
6. TRAVEL EXPENSES - Excessive travel expenses, not to exceed \$25 per family per week, for employment- or education-related travel.
7. CHILD SUPPORT PAYMENTS – the amount of monthly payments paid as documented by a divorce decree and/or judgment of the court.
8. OTHER AMOUNTS - Such amounts as may be provided in the Indian housing plan for an Indian tribe.

Administration Charge. Related to the Lease Purchase Program, the amount budgeted per-unit per-month for operating expenses.

Affordable Housing. The term ‘affordable housing’ means housing that complies with the requirements for affordable housing under Title II of NAHASDA. The term includes (but is not limited to) permanent housing for homeless persons who are persons with disabilities, transitional housing, and single room occupancy housing.

Affordable Housing Activities. Activities in accordance with Section 202 of NAHASDA, to develop or

to support affordable housing for rental or homeownership, or to provide housing services with respect to affordable housing, through the following activities:

1. **Indian Housing Assistance** - The provision of modernization or operating assistance for housing previously developed or operated pursuant to a contract between the Secretary and an Indian Housing Authority.
2. **Development** - The acquisition, new construction, reconstruction, or moderate or substantial rehabilitation of affordable housing, which may include real property acquisition, site improvement, development of utilities and utility services, conversion, demolition, financing, administration and planning, and other related activities.
3. **Housing Services** - The provision of housing-related services for affordable housing, such as housing counseling in connection with rental or homeownership assistance, establishment and support of resident organizations and resident management corporations, energy auditing, activities related to the provision of self-sufficiency and other services, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in other housing activities assisted pursuant to this Section.
4. **Housing Management Services** - The provision of management services for affordable housing, including preparation of work specifications, loan processing, inspections, tenant selection, management of tenant-based rental assistance, and management of: affordable housing projects.
5. **Crime Prevention And Safety Activities** - The provision of safety, security, and law enforcement measures and activities appropriate to protect residents of affordable housing from crime.
6. **Model Activities** - Housing activities under model program that are designed to carry out the purposes of this Act and are specifically approved by the Secretary as appropriate for such purpose.

Alaska ONAP or AONAP. The administering agency for the Indian Housing Block Grant (IHBG) Program for tribes located in Alaska.

Anniversary Date of Lease. Day of the year on which the Lease was initially executed.

Annual Income. Annual Income has one of the following meanings, as determined by the NVB:

1. **Section 8 Definition.** “Annual Income” as defined 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); or
2. **Census Definition.** Annual Income as reported under the Census long-form for the most recent available decennial Census. This definition includes:
 - a. Wages, salaries, tips, commissions, etc.
 - b. Self-employment income;
 - c. Farm self-employment income;
 - d. Interest, dividends, net rental income, or income from estates or trusts;
 - e. Social security or railroad retirement;

- f. Supplemental security income, Aid to Families with Dependent Children; or other public assistance or public welfare programs;
 - g. Retirement, survivor, or disability pensions;
 - h. Any other source of income received regularly, including Veterans (VA) payments, unemployment compensation, and alimony; or
3. **IRS Definition.** Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal income tax purposes.

Assistant Secretary. The Assistant Secretary for Public and Indian Housing.

Child. A member of the family, other than the head or spouse, who is under eighteen (18) years of age.

Caregiver. A relative or person with a demonstrated involvement with the applicant that supports a claim of obligation for the applicant's welfare who will communicate on behalf of the client should he/she become incapable of working directly with the NVB staff in a timely and effective manner.

Child Care Expense (see "*Adjusted Income*"). Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of Income received from such employment.

Dependent. (Note: Do not use this definition when calculating rents or payments. See definition of "*Adjusted Income*".) A member of the Family household (excluding foster children), other than the Head of Family or Spouse, who is under 18 years of age or is a Disabled or Handicapped Person, or is a Full-Time Student.

Department of HUD. For the purposes of this policy, references to "HUD" shall refer to "ONAP", or the Office of Native American Programs.

Designated for the Elderly or Handicapped. Any development, including any building within a mixed-use development, that was designated for occupancy by the elderly or handicapped at its inception, or, although not so designated, for which NVB gives preference in tenant selection for all units in the development, or for a building in a mixed-use development, to elderly or handicapped families.

Dilapidated. A housing unit that does not provide safe and adequate shelter, and in its present condition endangers the health, safety or well-being of a family; OR, the unit has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair to the building. The defects may involve original construction, or they may result from continued neglect or repair, or from serious damage to the structure.

Displaced Person. Any person (household, business, nonprofit organization or farm) that moves from real property or moves his or her personal property from real property, permanently, as a direct result of rehabilitation, demolition or acquisition for a project assisted under NAHASDA. It includes, but is not limited to:

1. A tenant-occupant of a dwelling unit who moves from the building/complex permanently after the submission to HUD of an IHP that is later approved.

2. Any person, including a person who moves before the date described in paragraph 1. above, that the recipient determines was displaced as a direct result of acquisition, rehabilitation, or demolition for the assisted project.
3. A tenant-occupant of a dwelling unit who moves from the building/complex, permanently, after the execution of the agreement between the recipient and HUD, if the move occurs before the tenant is provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:
 - a. The tenant-occupant's monthly rent and estimated average monthly utility costs before the agreement; or,
 - b. 30 percent of gross household income.
4. A tenant-occupant of a dwelling who is required to relocate temporarily, but does not return to the building/complex if either:
 - a. The tenant-occupant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied unit, any increased housing costs and incidental expenses; or
 - b. Other conditions of the temporary relocation are not reasonable.
5. A tenant-occupant of a dwelling who moves from the building/complex after he or she has been required to move to another dwelling unit in the same building/complex in order to carry out the project, if either:
 - a. The tenant-occupant is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move; or
 - b. Other conditions of the move are not reasonable.

Notwithstanding the provisions of paragraph 5.a. of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

1. The person moved into the property after the submission of the IHP to HUD, but, before signing a lease or commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" or for any assistance provided under this section as a result of the project;
2. The person is ineligible under 49 CFR 24.2(g)(2).
3. The recipient determines the person is not displaced as a direct result of acquisition, rehabilitation, or demolition for an assisted project. To exclude a person on this basis, HUD must concur in that determination.

A recipient may at any time ask HUD to determine whether a specific displacement is or would be covered under this section.

Domestic Violence. Actual or threatened physical violence directed against one or more members of a family by a spouse of the member of the household.

Drug-related Criminal Activity. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell, distribute or use, of a controlled substance (as such term is defined in Section 102 of the Controlled Substances Act).

Dwelling Unit. A Unit, as defined.

Elderly Families and Near-Elderly Families. A family whose head (or his or her spouse), or whose sole member, is an elderly person or a 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 under the Indian Housing Plan for the agency to be essential to their care or well-being.

Elderly Person. A person who is at least 62 years of age.

Family. A family with or without children, an Elderly Family, a Near-elderly Family, a Disabled Family, a Single Person, as determined by the NVB.

Grant Beneficiary. The Indian tribe or tribes on behalf of which a grant is made under NAHASDA to a recipient.

Handicapped Assistance Expenses. Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member, and that are necessary to enable a Family member (including Handicapped and Disabled members) to be employed; provided that, the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Head of household. That adult member of the Family who is looked to, and held accountable for, the Family's needs.

Homebuyer. The member or members of a low-income family who have executed a homebuyer (lease with an option to purchase) agreement with the NVB and who have not yet achieved Homeownership.

Homebuyer agreement. An agreement by which a Family intends to achieve homeownership.

Homebuyer payment. The payment of a family purchasing a home pursuant to a homebuyer agreement.

Homeless family. A family who is without safe, sanitary and affordable housing even though it may have temporary shelter provided by the community; or a family who is homeless as determined by the NVB.

Homeowner. A former homebuyer who has achieved ownership of his or her home and has been conveyed title to the home.

HUD. The U. S. Housing Authority of Housing and Urban Development.

IHBG. Indian Housing Block Grant.

Income. The term 'income' means income from all sources of 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 1613(a)(7) of the Social Security Act.

(C) Any amounts received by any member of the family as disability compensation under chapter 11 of title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title.

IHP. Indian Housing Plan, as defined in Section 102 of NAHASDA.

Income Limits. HUD established Low and Very Low-Income Limits that are used to determine if assisted housing program applicants qualify for admission to the programs, and are based on HUD estimates for area median family income.

Indian. Any person who is a member of an Indian tribe, as defined.

Indian area. The area within which an Indian Housing Authority is authorized to provide low-income housing.

Indian Area. The area within which an Indian tribe operates affordable housing programs or the area in which a TDHE is authorized by one or more Indian tribes to operate affordable housing programs. Whenever the term ‘jurisdiction’ is used in NAHASDA it shall mean ‘Indian Area’ except where specific reference is made to the jurisdiction of a court.

Indian Tribe

1. **In General** - A tribe that is a federally recognized tribe or a State-recognized tribe.
2. **Federally Recognized Tribe** - Any Indian tribe, band nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.
3. **State-Recognized Tribe**
 - a. **In General** - Any tribe, band, nation, pueblo, village or community that has been recognized as an Indian tribe by any State; and for which an Indian Housing Authority has, before the effective date stated in Section 705 of NAHASDA, entered into a contract with the Secretary pursuant to the 1937 Act for housing Indian families and has received funding pursuant to such contract within the 5-year period ending upon such effective date.
 - b. **Conditions** - Notwithstanding above, the allocation formula under Section 302 of NAHASDA shall be determined by a State-recognized tribe under tribal membership eligibility criteria in existence on the date of the enactment of NAHASDA; and nothing in this paragraph shall be construed to confer upon a State-recognized tribe any rights, privileges, responsibilities, or obligations otherwise accorded groups recognized as Indian tribes by the United States for other purposes.

Live-In-Aide. A person who resides with an Elderly, Disabled or Handicapped Person (or Persons) and who (a) is determined by NVB to be essential to the care and well-being of the person; (b) is not obligated for support of the person; and (c) would not be living in the unit except to provide necessary supportive services.

Low-Income Family. A Family whose Annual Income does not exceed eighty percent (80%) of the median income for the area as determined by HUD, with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than 80 percent (80%) of the median for the area on the basis of the findings of the Secretary or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.

Manufactured Home. A structure that is transportable in one or more sections, is built and remains on a permanent chassis, and is designed and constructed to the Federal Manufactured Construction and Safety Standards and is so labeled.

Median Income. With respect to an area that is an Indian area, the greater of:

1. The median income for the counties, previous counties, or their equivalent in which the Indian area is located, or
2. The median income for the United States.

Medical Expenses* (see definition of “Adjusted Income”). Those out-of-pocket medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance.

Modular Home. A home constructed in a factory, away from your property, and erected on a permanent foundation, meets or exceeds all state and local building codes.

Monthly Adjusted Income. One-twelfth (1/12) of the Adjusted Income.

Monthly Income. One-twelfth (1/12) of the Annual Income.

NAHASDA. The Native American Housing Assistance and Self-Determination Act of 1966 (25 U.S.C. 4101 et seq.).

Near Elderly Family (see “*Elderly Families and Near-Elderly Families*). A Family whose Head or Spouse (or sole member) is at least fifty (50) years of age but below the age of sixty-two (62) years.

Near Elderly Person. A person who is at least 55 years of age and less than 62 years of age.

Net Family Assets. The net cash value, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds and other forms of capital investment, excluding interest in Indian Trust land. In determining Net-Family Assets, the value of any assets disposed of by an applicant or tenant for less than fair market value (including disposition in trust but not in foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, shall be included in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-Elderly Family. A family whose Head of Family and/or spouse is less than 62 years of age and neither handicapped nor disabled.

Nonprofit. With respect to an organization, association, corporation, or other entity, that no part of the net earnings of the entity inures to the benefit of any member, founder, contributor or individual.

Office of Native American Programs (ONAP). The office of HUD that has been delegated authority to administer programs under *24 CFR § 1000*.

Occupancy Standards. Standards established by NVB governing the allowable size of Family occupying a particular size of Dwelling Unit.

Overcrowded Unit. A Unit occupied by more than the number of persons permitted by NVB's Occupancy Standards.

Person with Disabilities (or a Handicapped Person or a Disabled Person). A person who --

1. Has a disability as defined in Section 223 of the Social Security Act;
2. Has a development disability as defined in section 102 of the Development Disabilities Assistance and Bill of Rights Act;
3. Has a physical, mental, or emotional impairment which --
 - a. is expected to be of long-continued and indefinite duration;
 - b. substantially impedes his or her ability to live independently; and
 - c. is of such a nature that such ability could be improved by more suitable housing conditions
4. The term "person with disabilities" includes persons who have the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.
5. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities for purposes of eligibility for housing assisted under this part solely on the basis of any drug or alcohol dependence. The Secretary shall consult with Indian tribes and appropriate Federal agencies to implement this paragraph.

Physical, Mental, or Emotional Impairment

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 condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
3. The term "physical, mental, or emotional 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, Human Immunodeficiency Virus infection, mental retardation, and emotional illness.

Preference. A means of ensuring that housing assistance is directed to those with certain housing needs by providing housing or assistance to applicants in certain categories prior to others on the waiting list who applied at the same time or earlier.

Public Assistance. Welfare or similar payments to families that are made under programs funded by Federal, State and/or Local Governments.

Recipient. An Indian tribe or the entity for one or more Indian tribes that is authorized to receive grant amounts under NAHASDA on behalf of the tribe or tribes.

Secretary. The Secretary of Housing and Urban Development.

Single Person. A person living alone, or intending to live alone, who does not qualify as an Elderly Family, a Near-Elderly Family, a Displaced Person, or as the remaining member of a tenant Family.

Single Persons Obtaining Custody. For the purpose of determining family size, single persons, with no children, who are in the process of obtaining legal custody of a person under eighteen (18) years of age, shall be determined a family of two or more if there is a reasonable likelihood of the success of obtaining custody at the time of an offer of housing. If there is not a “reasonable likelihood” of success, but the applicant is still attempting to obtain custody, the applicant would be considered a single person. If custody is denied after admission, the single person would still be eligible as the remaining member of a tenant family.

Single Pregnant Woman. A single person with no children, who is pregnant as verified by a licensed physician, is considered a two-person family instead of a single person for purposes of waiting list priority and in determining number of bedrooms. However, until the child is born, no deduction is given for a dependent.

Spouse. A member of the Family household who is not a Dependent but who is either the husband or wife of the Head of Family or has established a stable Family relationship with the Head of Family.

Stable Family Relationship. A Family relationship established by evidence that two (2) or more persons have shared residency, income and resources for a period of not less than one (1) year.

State. Any of the several States of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, the Virgin Islands, American Samoa and any other territory or possession of the United States and Indian Tribes.

Student. Related to eligibility for the Rental Assistance Program, a person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program or an institution offering a college degree and is considered a full-time student under the standards and practices of the institution attended.

Subsequent Homebuyer. Any homebuyer other than the homebuyer who first occupies a home pursuant to a Homebuyer Agreement.

Successor. A person eligible to become a homebuyer who has been designated by a current homebuyer to succeed to an interest under a homeownership agreement in the event of the current homebuyer’s death, mental incapacity or for other reasons as determined by the NVB.

Tenant Rent. Monthly amount the Family must pay to NVB for occupancy of the Dwelling Unit. Tenant Rent equals the total Tenant Payment less the Utility Allowance, if any.

Term. Means any one of the periods into which a particular school year is divided for tuition purposes and fixed as such for a particular school.

Total Development Cost. As published by HUD, the maximum amount of funds (from all sources) that may be used to develop or acquire/rehabilitate affordable housing.

Total Tenant Payment. The calculated monthly rent payable by the eligible Family for occupancy of the Dwelling Unit before Utility Allowance, if any.

Tribally Designated Housing Entity (TDHE). The terms 'tribally designated housing entity' and 'housing entity' have the following meaning:

1. **Existing IHA's-** With respect to any Indian tribe that has not taken action under subparagraph

- (2), and for which an Indian housing authority:
- a. was established for purposes of the United States Housing Act of 1937 before the date of the enactment of this Act that meets the requirements under the United States Housing Act of 1937;
 - b. is acting upon such date of enactment as the Indian housing authority for the tribe, and
 - c. is not an Indian tribe for purposes of this Act; the terms mean such Indian housing authority.
2. **Other Entities-** With respect to any Indian tribe that, pursuant to this Act, authorizes an entity other than the tribal government to receive grant amounts and provide assistance under this Act for affordable housing for Indians, which entity is established:
- a. by exercise of the power of self-government of one or more Indian tribes independent of State law, or
 - b. by operation of State law providing specifically for housing authorities or housing entities for Indians, including regional housing authorities in the State of Alaska, the terms mean such entity.
3. **Establishment-** A tribally designated housing entity may be authorized or established by one or more Indian tribes to act on behalf of each such tribe authorizing or establishing the housing entity.

Unauthorized Non-Family Resident. Occupancy of a Unit who is not a member of the Family, as specified in the Lease, and whose presence in the Unit has not been authorized by NVB.

Unit. The residence (apartment, house, etc.) owned and/or managed by NVB and rented or leased to an Eligible Family. The size of the Unit is determined by the number of bedrooms.

Very Low-Income Family. A Family whose Income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller or larger families.

Violent Criminal Activity. Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property of another. NVB will take into consideration the length of time since the last evidence of such activity, and the record of rehabilitation efforts on behalf of the family member.

Visitor. A person temporarily residing in a Dwelling Unit with a Family for a period of not more than fourteen (14) days during any thirty-day period. Persons residing longer than fourteen (14) days, without the prior permission of NVB, shall be determined to be Unauthorized Non-Family Residents. The repeated presence of additional persons in the Unit and/or their use of the Unit for purposes such as receiving mail or storing possessions may be cause for the Family's assistance to be terminated.

Welfare Assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

A-2 Fair Market Rents (FMRs)

The FY 2024 North Slope Borough, AK FMRs for All Bedroom Sizes*

Final FY 2025 & Final FY 2024 FMRs By Unit Bedrooms					
Year	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
FY 2025 FMR	\$1,238	\$1,376	\$1,805	\$2,175	\$2,393
<u>FY 2024 FMR</u>	\$1,288	\$1,447	\$1,901	\$2,299	\$2,532

*These amounts will be updated annually.

A-3 Sample Purchase Price Schedule

LOAN CALCULATOR	
Enter Values	
Loan Amount	200,000.00
Annual Interest Rate	0.00%
Term of Loan in Years	30
First Payment Date	9/1/2024
Payment Frequency	Monthly
Rounding	On
Periods Per Year	12
Payment Type	0
Months Per Period	1
Number of Periods	360
Rounding Option	TRUE

Name:

Address:

Monthly Payment 555.56

Amortization Schedule

No.	Due Date	Payment Due	Additional Payment	Interest	Principal	Balance
						200,000.00
1	9/1/24	555.56		0.00	555.56	199,444.44
2	10/1/24	555.56		0.00	555.56	198,888.88
3	11/1/24	555.56		0.00	555.56	198,333.32
4	12/1/24	555.56		0.00	555.56	197,777.76
5	1/1/25	555.56		0.00	555.56	197,222.20
6	2/1/25	555.56		0.00	555.56	196,666.64
7	3/1/25	555.56		0.00	555.56	196,111.08
8	4/1/25	555.56		0.00	555.56	195,555.52
9	5/1/25	555.56		0.00	555.56	194,999.96
10	6/1/25	555.56		0.00	555.56	194,444.40
11	7/1/25	555.56		0.00	555.56	193,888.84
12	8/1/25	555.56		0.00	555.56	193,333.28
13	9/1/25	555.56		0.00	555.56	192,777.72
14	10/1/25	555.56		0.00	555.56	192,222.16
15	11/1/25	555.56		0.00	555.56	191,666.60
16	12/1/25	555.56		0.00	555.56	191,111.04
17	1/1/26	555.56		0.00	555.56	190,555.48
18	2/1/26	555.56		0.00	555.56	189,999.92
19	3/1/26	555.56		0.00	555.56	189,444.36
20	4/1/26	555.56		0.00	555.56	188,888.80
21	5/1/26	555.56		0.00	555.56	188,333.24
22	6/1/26	555.56		0.00	555.56	187,777.68
23	7/1/26	555.56		0.00	555.56	187,222.12