

CONFEDERATED TRIBES OF COOS, LOWER UMPQUA AND SIUSLAW INDIANS HOME REPAIR ASSISTANCE

This policy addresses the standards for the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians (“CTCLUSI” or “Tribes”) Housing Department’s Home Repair Assistance program. Low-income Indian families who own their own home may be eligible for home repair assistance through this program.

1. ELIGIBILITY

1.1 Low-Income Indian Families: Applicants must meet the eligibility requirements stated in Housing Department Policy #4, “ELIGIBILITY, ADMISSIONS, and OCCUPANCY.” Generally, eligibility for the Home Repair Assistance program is limited to low-income Indian families on a reservation or Indian area. See Section 9 of Housing Department Policy #4 for definitions of “Indian,” “Indian area,” “family” and “low income,” as those terms are defined under the Native American Housing Assistance and Self-Determination Act of 1996 (“NAHASDA”), and used throughout this policy. To be eligible as “low-income,” a family must have an annual income which does not exceed 80% of the median income for the area, as determined by the Secretary for the Department of Housing and Urban Development (“HUD”).

1.2 Non Low-Income Indian Families: Subject to funding availability, and under the terms and conditions contained in the NAHASDA regulations at 24 C.F.R. § 1000.110 and Section 2.2 of Housing Department Policy #4, non low-income Indian families whose income falls within 80% to 100% of the median income may be eligible to participate in the Home Repair Assistance program. However, eligible non low-income families cannot receive the same benefits provided low-income families. Assistance under this program to non low-income families cannot exceed: $(\text{Income of family at 80\% of median income} / \text{Income of non low-income family}) \times (\text{Present value of the assistance provided to family at 80\% of median income})$.

1.3 Home Ownership: The applicant family must own their home.

2. ADMISSION

Applications for the Home Repair Assistance program may be obtained by mail or in person from the CTCLUSI Housing Department. All applications must be signed by all adult members of the household and returned to the Housing Department. When received, applications will be dated and time stamped with a copy of the stamped page provided to the applicant. Applications will be verified by the Housing Department and are subject to the verification process described in Section 5 of Housing Department Policy #4. An application is not complete until all requested documentation has been received and verified.

3. PRIORITIZATION OF REPAIR PROJECTS

All completed applications will be placed on the Home Repair Assistance program waiting list according to priority of the home repair project within two (2) weeks of the application completion date. Funding approval is based on the priority of the repair project as described below and the completed application date. The Housing Department will determine the project’s priority level based on the information provided in the completed application and/or an

inspection of the premises. If first priority projects are completed, and remaining funds exist, the Housing Department may approve funding for second priority repair projects according to the completed application date. Please note that applications for assistance under this program may be submitted to the Housing Department at any time. All eligible applicants will be placed on the waiting list according to repair project priority and completed application date.

3.1 First Priority - Life Threatening Conditions: Life threatening conditions include, but are not limited to, those home repair conditions resulting from or necessitated by problems with loss of heat, electrical, carbon monoxide, plumbing, and roofs which may cause serious danger to the occupant family. First priority conditions also include home repairs for reasonable accommodations for disabled Tribal family members where the absence of such reasonable accommodation may cause serious danger to the family.

3.2 Second Priority - Health Concerns: Home conditions which fall into this category are those that pose health concerns to the occupant family and include, but are not limited to, those conditions involving or resulting in accessibility difficulties, mold and/or mildew issues, extensive dry rot removal, substantially leaky roofs, or window repair which if not repaired could cause general health and/or safety issues.

3.3 Third Priority - General Repair: General repair conditions include those conditions that have the potential to become a health concern or may soon cause structural problems. Examples of general repair conditions include, but are not limited to, siding repairs, leaky roofs, small amounts of dry rot, foundation problems, or other structural concerns.

4. ALLOWABLE REPAIR PROJECTS

4.1 Allowable home repairs under this program include, but are not limited to: plumbing, foundations, roofing, electrical, heating, floor coverings, rot, siding, gutters/downspouts, mechanical/venting, cabinets/countertops, GFCI outlets, light fixtures, code requirements, protective painting or sheetrock as needed to complete the underlying repair.

4.2 Non-allowable home repairs under this program include, but are not limited to: ceiling fans, asbestos abatement, cosmetic painting, lead base paint abatement, remodeling, additions, improvements, routine maintenance, pest control, rental units, phosphorus gas light, or sheetrock for cosmetic purposes.

5. HOME REPAIR ASSISTANCE

The Housing Department may provide up to a maximum of \$10,000 per year, per household for home repairs under this program in order to allow the home to meet safe, sanitary and suitable living conditions. Exceptions to this amount will only be considered by the Housing Department on a case-by-case basis dependent on emergency and/or first priority needs. The Housing Department shall make the determination as to the necessary repairs and the amount of assistance to be provided for the repairs.

If the family's home is a travel trailer, the fair market value of the travel trailer must be at least twice the cost for the requested repairs. Home Repair Assistance for travel trailers will have a \$2,500 per year, per household limit, and the travel trailer must remain the family's primary residence for at least four (4) years from the date the home repair is completed. If the family

moves from the travel trailer before the completion of the four (4) years, the family will be required to reimburse the Housing Department for the remaining percentage of the home repair loan amount.

6. TERMS AND CONDITIONS

6.1 The applicant family's home for which Home Repair Assistance is requested must be the family's primary residence.

6.2 The applicant family must have clear title on the home with no other debt-related encumbrances besides the first mortgage.

6.3 The applicant family agrees to execute a Promissory Note for the Home Repair Assistance amount provided to the family under this program. The Promissory Note must be secured by a second deed of trust held by the Tribes and recorded with the appropriate county clerk's office or other agency appropriate to the state or area the home is located in.

6.4 The Promissory Note will require the applicant family to maintain the dwelling for which the assistance is provided as the family's primary residence for a period of seven (7) years after the home repair is completed. During this period, the Home Repair Assistance loan amount will be forgiven according to the following schedule on the loan anniversary

PERCENTAGE OF ORIGINAL LOAN	YEAR
98%	1
95%	2
90%	3
75%	4
50%	5
25%	6
0%	7

6.5 If the recipient family sells the home before the end of the seven (7) year period, then the remaining percentage of the original loan amount must be repaid to the Housing Department according to the above schedule. If the recipient family maintains the dwelling as the family's primary residence for the entire seven (7) year period, the second deed of trust and Promissory Note will be released and reconveyed at the end of the period.

6.6 The recipient family must agree to obtain and maintain homeowner insurance on the dwelling naming CTCLUSI as a loss payee for up to the repair amount for a period of seven (7) years after the home repair is completed or until the home repair assistance obligation is satisfied.

6.7 An applicant family may obtain Home Repair Assistance only once per grant year for two (2) consecutive years. If further repairs are needed to the home, the family must wait at least one (1) grant year before they will again be eligible for assistance.

6.8 The applicant family must agree to allow Housing Department staff, or other designated individual, to inspect the home for which the Home Repair Assistance is to be provided before the project begins to determine the work that needs to be done according to program requirements.

6.9 The Housing Department will obtain bids for the repair work in accordance with Housing Department Policy #21, "Procurement."

6.10 The Housing Department has the right to inspect the repair work before final payment is made to the contractor. In addition, the owner of the recipient family's home will need to approve the final repair work before final payment to the contractor is executed.

6.11 The recipient family is responsible for reporting any problems or improprieties resulting from work done on the home under this program by any contractor.

7. COUNTY RECORDING AS A SECURITY INSTRUMENT

Home Repair Assistance loan amounts administered under this program shall be recorded with the appropriate county clerk's office in accordance with HUD's security requirements and to ensure loans administered under this program are used to help recipient families remain in their homes for at least seven (7) years after the completion of the home repair. For families receiving Home Repair Assistance under this program who live outside the State of Oregon, a lien will be placed on the property for the loan amount in accordance with the county and state laws of the area the home is located in.

8. SUBORDINATION OF ORIGINAL ASSISTANCE (ROLLOVERS AND REFINANCING)

8.1 Only under the following special circumstances may an Owner participating in the Program be allowed to: (1) rollover, sell the home and purchase another home, without repaying the loan under the original promissory note; or (2) refinance the current home and subordinate the financial obligation to CTCLUSI without repaying the loan under the original promissory note:

8.1.1 Owner documented need: (1) to relocate due to education, access to medical care, military service, or one or more adults of the participating family changing location of their employment; (2) to pay off medical or educational expenses; or (3) for bigger home due to family growth. Cashing out the original loan to pay for unnecessary expenses unrelated to the housing is not a valid reason to subordinate;

8.1.2 Refinancing when the new loan is an economical package and has a lower interest rate and/or better terms;

8.1.3 Purchasing a new home under an affordable loan package. Predatory lending packages will not be approved.

8.1.4 The cost of the refinance or new loan is reasonable as demonstrated by a signed good faith estimate; and

8.1.5 The assessed value of the home must be equal or more than equal to the debt. This debt includes the following amounts; the new loan, the remaining balance of the promissory note and the original mortgage payoff. If the new debt is more than the assessed value of the home, the Housing Department will not be able to process the rollover or the refinance.

8.2 A program participant will be allowed only one (1) refinancing or one (1) rollover described above during the seven (7) year occupancy period. Such requests should be made in writing to the Housing Department and should state the reasons for the refinancing/rollover request. The Housing Department will deny any requests not made for one (1) of the above listed reasons. Under no circumstances will the CTCLUSI Housing Department subordinate a loan or permit a rollover more than once per borrower under the Program.

8.3 When the CTCLUSI Housing Department allows a refinancing or rollover described above, a new Promissory Note will be signed and recorded with the start date of the original Promissory Note.

8.4 There shall be no cost to the Housing Department for allowing the Subordination. The family shall pay all expenses associated with the document preparation, processing, recording and all other items necessary to complete the Subordination.

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