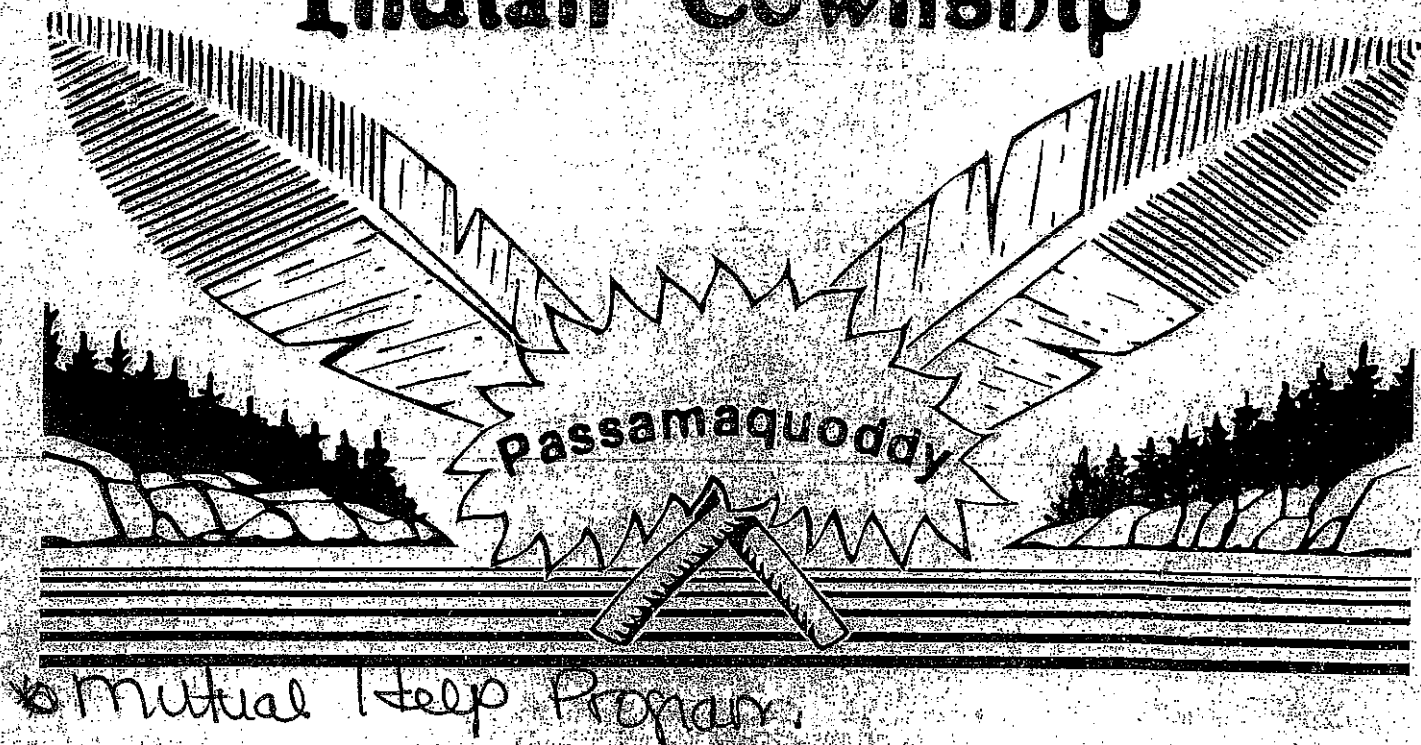


Indian Township



Housing Authority

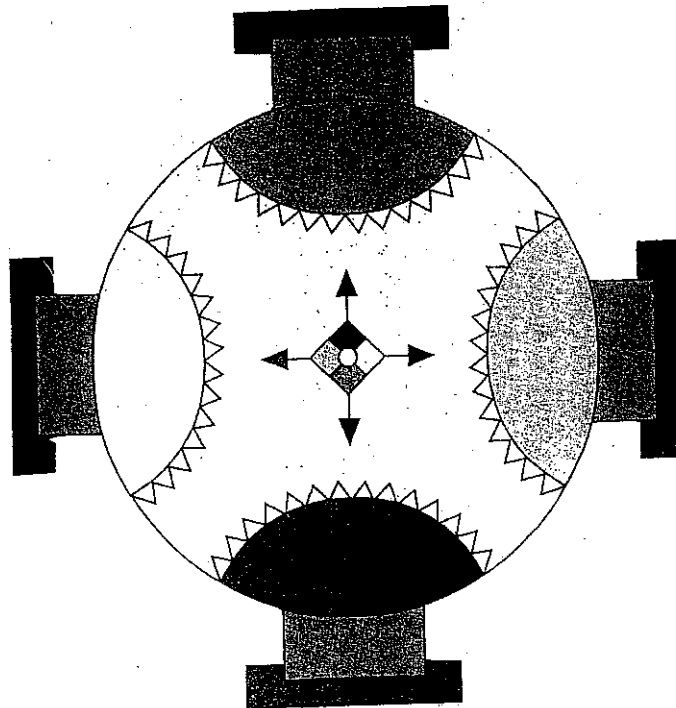
Admission, Occupancy,
Collection and Eviction Policies
and Procedures Manual

Adopted 4-29-94

***INDIAN TOWNSHIP PASSAMAQUODDY
RESERVATION HOUSING AUTHORITY***



***ADMISSION, OCCUPANCY,
COLLECTION, EVICTION and GRIEVANCE
POLICY and PROCEDURE
MANUAL***



Indian Township Passamaquoddy Reservation
HOUSING AUTHORITY

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

HOUSING AUTHORITY RESOLUTION # 163

NOW THEREFORE BE IT RESOLVED, that the Indian Township Passamaquoddy Reservation Housing Authority has hereby approved and adopted the foregoing manual

BE IT FURTHER RESOLVED, that the manual be titled:

**"Admission, Occupancy, Collection,
Eviction and Grievance
Policy and Procedure
Manual"**

BE IT FURTHER RESOLVED, that the "Admission, Occupancy, Collection, Eviction and Grievance Policy and Procedure Manual will govern all applicable activities of the Indian Township Passamaquoddy Reservation Housing Authority, effective this May 1, 1994.

CERTIFICATION

I, the undersigned as Chairperson of the Indian Township Passamaquoddy Reservation Housing Board of Commissioners do hereby certify that the Indian Township Passamaquoddy Reservation Housing Authority Board of Commissioners is composed of 6 members, of which ___ members were present at a duly called meeting held on 4-29-94 and that the foregoing resolution was adopted by an affirmative vote of ___ members.

Date

Chairperson

ATTEST:

Secretary/Treasurer

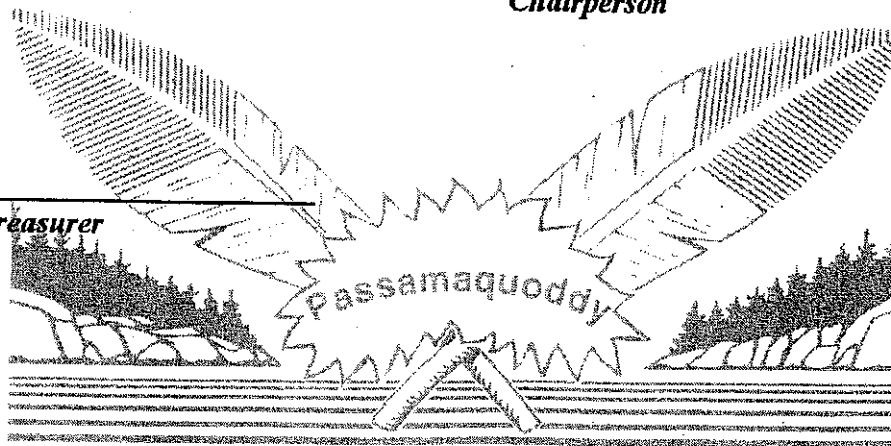


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A. ADMISSION POLICY and PROCEDURES

SECTION I. APPLICATION PROCESS

The completed application process consists of completing an application for admission (Appendix A1) provided by the Indian Township Passamaquoddy Housing Authority (Housing Authority), verification of information including income, current housing conditions and social security identification. Verification of additional information contained in the application may also be required to determine the suitability for admission into any of the housing programs (Appendix A1).

SECTION II. ELIGIBILITY FOR ADMISSION

To be eligible for admission as a participant in a housing project operated by the Indian Township Passamaquoddy Reservation Housing Authority, an applicant must not be disqualified under Section III of the admission policy, must not exceed the income eligibility limits set by H.U.D., and must qualify as a family as defined herein.

Eligibility is comprised of three primary tests:

1. The applicant(s) must meet the definition of "family" for the purposes of housing.
2. The applicant family's income must fall within the prescribed income limits.
3. The applicant appears to be a suitable tenant for the Program and is able to meet the requirements of the Program.

SECTION III. PREFERENCE

Applicants for the homeownership program will be granted to those on the Indian Township Passamaquoddy Tribal Census when an applicant has resided on the reservation for 365 consecutive days. Those on-reservation residents not satisfying the 365 consecutive days residency requirement will be given consideration equivalent to applicants living off-reservation.

6. For those who have been previous participants of the Indian Township Passamaquoddy Housing Authority rental or homeownership program, consideration will only be given to those applicants who have no outstanding tenant accounts receivables due to the housing authority.

SECTION IV. DEFINITIONS

FAMILY: For the purpose of this admission policy a family shall be defined as two or more persons who will occupy the same dwelling unit, including single pregnant women. Lodgers shall not be considered in defining a family.

A person who is head of household, sole member, or spouse and who is at least 62 years of age shall be defined as a family.

A handicapped or disabled individual shall also be defined as a family.

SINGLE PERSON: A person who lives alone or intends to live alone, and who does not qualify as an elderly family, a displaced person, or the remaining member of a tenant (resident) family.

HEAD of HOUSEHOLD: is defined as being that member of the group who is responsible for the welfare of the family (e.g., parents, legal guardian).

RENT: Rent means gross rent as defined in income section.

SPOUSE: Spouse means the husband or wife of the head of the household or common law companion.

UTILITIES: Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewage services.

RESIDENT: Any person who lives on the Passamaquoddy Reservation at Indian Township.

TRIBAL MEMBER: An individual who is listed on the current census list of the Passamaquoddy Tribe.

MINOR: A person who has not attained 18 years of age other than the head of the family.

NEAR ELDERLY: Near elderly is a person that has not yet attained their 62nd birthday but is at least 50 years of age.

UNDESIRABILITY: An applicant may be disqualified notwithstanding preferences and priority factors if determined to be an undesirable tenant. In determining desirability the Housing Authority will consider whether admission to the project would prove detrimental to this project or its residents by established records of any of the following:

Repeated failure in meeting financial obligations, especially rent;

A record of disturbance of neighbors, destruction of property or living or housekeeping habits at prior residences which may adversely effect the health, safety, welfare, and morals of the other tenants.

A record of disregard for rules of occupancy and rights of others.

Families determined to be disqualified shall be notified immediately. Notification shall include the reason(s) for disqualification. Upon request, the applicant shall be granted a private conference regarding his/her disqualification status, in accordance with standard procedures for tenants and applicants.

HANDICAP and DISABILITY: A person is defined as handicapped if the individual has a physical or mental impairment which:

(a) is expected to be of long-continued and indefinite duration and substantially impedes his/her ability to live independently

AND

(b) is of such a nature that such disability could be improved by more suitable housing conditions.

(c) receives proof of disability from the social security administration

A disabled person is defined in 24 CFR Section 912.2(a) as an individual who is under a disability as defined in Section 223 of the Social Security Act or in Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970.

Section 223 of the Social Security Act defines disability as:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

In the case of an individual who is blind (within the meaning of "blindness" as defined in Section 416(i)1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

"A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education and Welfare to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

INVOLUNTARILY DISPLACED: An applicant is or will be involuntarily displaced herein called displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:

A disaster, such as a fire or flood, that results in the housing unit being uninhabitable.

Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement, or a public improvement or development program:

Action by a housing owner that results in an applicant's having to vacate his or her unit, where the reason for the owner's action is beyond an applicant's ability to control or prevent, the action occurs despite an applicant's having met all previously imposed conditions of occupancy, and the action taken is other than a rent increase.

The applicant has vacated his or her housing unit as a result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other member of the applicant's household, or the applicant lives in a household with such an individual who engages in such violence. The actual or threatened violence must be determined by the housing authority in accordance with HUD's administrative instructions, and must have occurred recently or be of a continuing nature.

The reasons for an applicant vacating a housing unit include, but are not limited to: conversion of an applicant's housing unit to non-rental or non-residential use; closure of an applicant's housing unit for rehabilitation or for any other reason; notice to an applicant that he or she must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy; sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred; or any other legally authorized act that results or will result in the withdrawal by the owner of the unit or structure from the rental market.

Such reasons do not include the vacating of a unit by a tenant as a result of actions taken because of the tenant's refusal to comply with applicable program policies and procedures.

SUBSTANDARD CONDITIONS: A "Substandard Dwelling" is a dwelling which is unsafe due to the existence of one or more of the following conditions which continue to exist after an attempt has been made to bring the home up to standard condition or whereby the cost of the repairs exceeds the value of the home.

The location of the dwelling is such that it creates a serious health, fire or safety hazard for the occupants, because of the presence of vermin or rodent infestation, structural deficiencies, or continuous dampness or exposure.

Lack of running water within the dwelling unit and/or no connection between plumbing fixtures and adequate sewage disposal system.

No toilet and/or bathtub or shower in the dwelling unit or, if present, unfit for use.

Lack of permanent, safe and reasonable efficient kitchen facilities within the dwelling unit, including a sink with running water and provisions for a cooking stove.

Inadequate or unsafe heating facilities. The heating unit must be capable of providing a 70 degree atmosphere on the coldest day of the year.

Inadequately wired for electric lighting, or no wiring at all.

No windows in the living room, bedroom, or kitchen and/or inadequate ventilation in the bathroom.

OVERCROWDED CONDITIONS:

Multi-families occupying a single family dwelling.

Families who exceed the maximum member of persons allowable for the number of bedrooms in the dwelling.

HOME OWNERSHIP

No. of Bedrooms	No. of Persons	
	Minimum	Optimum
2	2	3 - 4
3	3	5 - 6
4	4	7
5	6	10

RENTAL

No. of Bedrooms	No. of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

OVERCROWDED EXCEPTIONS:

Single parent families requiring an additional bedroom which is not reflected in the schedule.

The occupancy of extended family members when necessary.
The accommodation of families requiring an additional bedroom due to health or medical reasons.

Possible growth potential of a family for Mutual Help only.

When it is determined that the site of the dwelling is no longer suitable for the family, the family will be required to move as soon as a dwelling of appropriate size becomes available. Transfer to units of appropriate size will have precedence over new admissions only when the vacated dwelling is in comparable condition to the newly assigned unit.

The foregoing standards are to be maintained insofar as possible at admission and continued occupancy. However, the following relaxation from such standards may be permitted as follows:

Dwelling shall be so assigned that persons of opposite sex, other than husband and wife, will not occupy the same bedroom except for minors under the age of four (4) years at admission.

Dwellings shall be assigned so as not to require the use of the living room for sleeping purposes.

Every family member, regardless of age, is to be counted as a person.

Additional space may be assigned by the Housing Director as deemed necessary because of age, illness, disability, employment, etc.

Three small children of the same sex may share the same bedroom in the smaller size units.

SECTION V. INCOME ELIGIBILITY

ADMISSION ELIGIBILITY INCOME LIMITS Home Ownership Only

NUMBER OF PERSONS	VERY LOW	LOW
	at least	no more than
1.....	\$11,050	17,650
2.....	12,600	20,150
3.....	14,150	22,700
4.....	15,750	25,200
5.....	17,000	27,200
6.....	18,250	29,250
7.....	19,550	31,250
8.....	20,800	33,250

INCOME EXCEPTION

The number of dwelling units in any Mutual Help program that may be occupied or reserved for families whose incomes exceed the levels established for lower income

families. This exception may not exceed 5 % of the dwelling units.

ASSETS

Shall not exceed \$3,500 at admission for elderly families and \$10,000 for non-elderly families unless such assets together with the income of the family are insufficient for the applicant to obtain and maintain standard housing on the private market well into the future.

INCOME

Family income is income from the highest and consistent (non temporary) gross income of the household. Total family income includes all income from assets for the 12 month period following the effective date of initial determination or re-examination of income and excludes income that is temporary, nonrecurring or sporadic as defined below.

TOTAL FAMILY INCOME INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:

The full amount, before any payroll deduction, of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services;

For income from operation of a business or profession (expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business). An allowance for depreciation of assets used in a business or profession may be deducted, based on a straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal is reimbursement of cash or asset invested in the operation by the family;

The full amount received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;

Interest, dividends, and net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. Any withdrawal

of cash or assets from an investment will be included in income reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;

Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, worker's compensation and dismissal wages;

Welfare assistance payments;

Periodic and determinable allowances, such as alimony and regular contributions for gifts, including amounts received from any persons not residing in the dwelling;

All regular pay, special payments and allowances for dependents, etc. received by a member of the Armed Forces;

TOTAL FAMILY INCOME DOES NOT INCLUDE:

Income from employment of children (including foster children) under the age of 18 years;

Payments received for the care of foster children;

Lump-sum additions to family assets, such as inheritance, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

Amounts received that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

Income of eligible Live-in Aides

Amounts of educational scholarships paid directly to the student or to the educational institution; and amount paid by the United States government to a veteran for use in meeting the cost of tuition, fees and books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;

Special hazardous duty pay to those in the armed forces;

Amounts received under training programs funded by HUD;

Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency;

Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

Temporary, nonrecurring or sporadic income (inc. gifts)

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing act of 1937.

ADJUSTED FAMILY INCOME = TOTAL FAMILY INCOME LESS the following:

\$480 for each member of the family household (excluding foster children) other than the family head of spouse, who is under 18 years of age or is a disabled person or handicapped person, or is a full time student;

An additional \$400 for of a family in which the head of household or spouse is 62 years of age or older, or is handicapped or disabled;

For any family that is not an elderly family but has a handicapped or disabled member other than the head of household or spouse, handicapped assistance expenses in excess of 3% of annual income, but this allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the handicapped or disabled person;

For any Elderly family that has no Handicapped Assistance expenses, an allowance for medical Expenses including medical insurance premiums equal to the amount by which the medical expenses exceed 3% of the annual income;

Child care expense which is defined as being that amount anticipated to be paid by a family for the care of child(ren) 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/her education only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care, 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.

Travel allowance is available to only those families with excessive travel expenses for employment or education related travel, not to exceed \$25.00 per household. The Housing Authority Commissioners, by resolution, has determined excess travel to be defined as any travel incurred by working and/or attending a school or college for further education that is off the reservation or trust land.

TOTAL TENANT and HOMEBUYER PAYMENTS

Presently, Mutual Help payments are computed at 15%, Turnkey III and rental payments at 30% of adjusted gross income. Percentages in the Mutual Help program are subject to change by the Housing Authority Board of Commissioners. Rental and Turnkey III payment calculation percentages are federal statutory requirements. Payments are determined through an annual examination and verification (Appendix A2).

SECTION VI. RENTAL SECURITY DEPOSIT POLICY

Every new tenant will be responsible to pay a rental security deposit in the amount of \$100. (one hundred dollars) to the Indian Township Passamaquoddy Reservation Housing Authority. The deposit is payable in full at the signing of the rental lease agreement prior to the occupancy of a rental unit. The security deposit will be retained by the housing authority until the tenant vacates the assigned rental unit. Upon tenant move out the deposit will be refunded to the tenant only if the unit is in move-in condition upon vacancy. In the event the housing authority incurred expenses for renovations and damages of the vacated unit, all expenses will be first charged to the security deposit. Any security balance remaining after initial expense deduction will be returned to the vacated tenant. If the expenses exceed the amount of the security deposit the vacated tenant will be charged the difference.

Any tenant failing to give proper notice to the Housing Authority of vacating an assigned unit in accordance with the terms of the tenants respective agreement will forfeit their total security deposit and pay all expenses incurred by the housing authority for damages and renovations.

SECTION VII. SELECTION PROCESS

SELECTION OF HOME BUYERS:

Participants shall be selected for Mutual-Help housing from those applicant families determined to be eligible under Section III and who have the ability and willingness to meet all the obligations of a participant as set forth in the Mutual Help and Occupancy Agreement (MHOA) and the Addendum for Drug Free Housing (Appendices A3 and A4), including the obligations to provide the required Mutual-Help contribution, utilities, and administrative charge.

SELECTION OF TENANTS: (Rentals)

Tenants shall be selected for rental units from those applicants determined to be eligible under Section III and who are able and willing to meet all the obligations of a participant as set forth in the Rental Lease Agreement and Drug Free Housing Addendum.

SELECTION FOR ELDERLY UNITS:

Applicants must qualify as elderly under Title VI of the Social Security Act or as handicapped or disabled within the meaning of section 223 of the Social Security Act.

First preference shall be given to eligible elderly applicants who qualify under Title VI.

Second preference shall be given to eligible applicants who qualify as handicapped or disabled.

Third preference shall be given to near elderly applicants when the Housing Authority determines that there are not enough eligible elderly families to fill all the units that are currently vacant or expected to become vacant in the next 12 months.

In no event will the Housing Authority admit a near elderly family if there are eligible elderly families on the Housing Authorities waiting list that would be willing to accept an offer for a suitable vacant unit in that project.

Before electing the discretionary preference, the ITPRHA must conduct outreach to attract eligible elderly families including, where appropriate elderly families residing in projects not designated as being for elderly families.

SECTION VIII. WAITING LIST

In order to be considered for any type of housing, individuals must complete the application process. The application process must be completed before placement on the waiting list. The Housing Authority will maintain a waiting list for the type of unit (i.e. elderly, mutual help, rental) and size.

Perspective tenants/homebuyers are selected from the waiting list according to Section III criteria which are listed in order of preference.

DATE OF APPLICATION: All factors being equal, the applicant with the earliest date of application will be given priority.

SECTION IX. LEASE AGREEMENTS

The Housing Authority shall execute the following lease agreements for each category of housing:

1. All Housing Participants - Addendum For Drug Free Housing (Appendix A4).
2. Mutual Help and Occupancy Agreement (Appendix A3)
3. Turnkey III Lease Agreement (Appendix A6).
4. Low Income Rental Agreement for qualifying residents (Appendix A5).

SECTION X. SUBLETTING

Program regulations specifically require a homebuyer family to use their assigned home as their principal residence. However, subletting is permitted in Mutual Help and Turnkey Homeownership Projects ONLY with the approval of the Housing Authority Board of Commissioners. Requests for subletting will only be considered by the Board provided that the Executive Director finds the homebuyer in "good standing" with the housing Authority. "Good standing" is defined as "current in all participant obligations and responsibilities including but not limited to; home payments and lease requirements." Any sublet request for a homebuyer in "good standing" will be considered by the Board on an individual, case by case basis. Permission may be granted only for temporary purposes such as medical treatment, education, employment and military service. Permission shall be granted for a period not to exceed one year and will be subject to annual review.

Subletting without prior written approval authorization is strictly prohibited and just cause for agreement termination.

In the event of separation, divorce or death of any Homeownership participant(s), the approved unit if approved by the ITPRHBOC may be held in trust by the court appointed guardian of the effected participant(s) minor child(ren). In the event that a non Tribal member is awarded guardianship or custody of said minor tribal child(ren), the non tribal member will be prohibited from transferring the assigned unit, homebuyer potential or interest prior or otherwise acquired on behalf of the said effected participant or said minor child(ren) during the period of trust responsibility.

SECTION XI. SEVERABILITY

If any provision of this admission policy shall in the future, be declared invalid by a court of competent jurisdiction, the invalid portions shall be severed and remaining provisions shall remain in full force and effect.

Interpretation of all parts of the admission policy contained herein shall conform with 24 CFR Parts 905 and 965, HUD Indian Housing Program Regulations. The Executive Director of the Indian Township Passamaquoddy Reservation Housing Authority will be responsible for interpretation of all HA policies, procedures, directives, correspondence, HUD regulations or other materials or publications relating or pertaining to the management and the operation of the Housing Authority in whole or part.

PART B

PRIVACY ACT STATEMENT AND AUTHORIZATION FOR THE RELEASE OF INFORMATION

All applicants, tenants and homebuyers in any of the Indian Township Passamaquoddy Reservation Housing Authority programs shall be provided with a Privacy Act Statement. The Privacy Act Statement, Appendix B1, shall be read and signed by the head of household. The signed Privacy Act Statement shall be kept on file with each person's application.

All applicants, tenants and homebuyers in any of the Indian Township Passamaquoddy Reservation Housing Authority programs are required to sign and submit Form HUD 9886, (Appendix B2), at the time their eligibility is determined or during an interim reexamination or regularly scheduled income reexamination. Failure to sign the consent form when required constitutes grounds for denying admission or continued participation in the program.

All applicant, tenant and homebuyer information will be kept in the strictest of confidence by the Indian township Passamaquoddy Housing Authority and will not be released to anyone or any individual housing board commissioner member. Only on a "need to know" basis will information be released and provided to the Indian Township Housing Board of Commissioners during a duly called legal meeting.

PART C.

OCCUPANCY POLICIES AND PROCEDURES

SECTION I. RECERTIFICATION POLICY

The Housing Authority recertifies each tenant/homebuyer annually. Each tenant/homebuyer will receive written notification of the recertification appointment. Recertification involves a similar process as described in Part A, Admission Policy, Certification.

It is the obligation of each tenant/homebuyer to report to the housing authority and to submit to an intrum recertification upon any change of income after any recertification.

Failure or refusal of a tenant/homebuyer report changes of income or to submit to an annual or intrum recertification is grounds for lease termination and subsequent eviction.

SECTION II. HOUSING PET POLICY

The following rules are established to govern the keeping of pets in and on housing property units operated by the Housing Authority of the Indian Township Passamaquoddy Reservation.

Tenants permitted pets are those tenants who reside in housing units.

All pets must be registered with the Housing Authority. Tenants must receive a written permit to keep any animal on or about the premises. This privilege may be revoked at any time subject to the Housing Authority grievance procedure if the animal becomes destructive or a nuisance to others, or if the tenant/owner fails to comply with the following:

1. A maximum number of one dog and/or 1 cat is allowed.
2. Permitted pets are domesticated dogs, cats, birds and fish aquariums. Dogs weight must be under 25 pounds.
3. Dogs are to be licensed yearly with the proper authorities, and tenants must show proof of yearly distemper and rabies

boosters. Cats are to be vaccinated yearly for distemper also. No vicious or intimidating dogs are to be kept, unless safely and properly secured to the satisfaction of the housing authority.

4. All female cats and dogs are to be spayed. If such animals are not spayed and have off-spring, tenant is in violation of this rule.
5. No pet may be kept in violation of humane or health laws.
6. Dogs that remain outside a tenant's unit must be secured and properly leashed, chained and/or provided at occupants expense a secured runner or adequate fencing. Birds must be confined to a cage at all times.
7. Cats are to use litter boxes kept in tenants' premises. Tenant is not allowed to let waste accumulate and must properly dispose of cat litter. Dumping of cat litter outside on housing grounds is strictly prohibited.
8. Tenants shall not walk their dogs for the purpose of waste elimination within the perimeter of the housing unit or in any other fenced area, yard, parking lot, any housing authority property, or property used for public use or travel. Tenants are responsible for promptly cleaning up animal dropping, regardless of who animal, if any, outside of unit, and properly disposing of said dropping.
9. Tenant shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times.
10. Tenant shall not permit any disturbance by their pet which could interfere with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, or other such activities.
11. If pets are left unattended for twenty-four (24) hours or more, the Housing Authority shall notify the proper authorities subject to the provisions of the Passamaquoddy Tribal Ordinances. The Housing Authority accepts no responsibility for the pet under such circumstances.
12. Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal.
13. Tenant is responsible for all damages caused by pets.
14. Tenants who violate these rules are subject to: (a) being required to get rid of the pet within 15 days of notice by the Housing Authority; and/or, (b) eviction.

PART D.

COLLECTION, TERMINATION and EVICTION POLICY AND PROCEDURES

The Department of Housing and Urban Development rules and regulations pertaining to HUD-Assisted Indian Housing, Federal Register March 9, 1976 Section 805.305 requires the Indian Township Passamaquoddy Reservation Housing Authority to adopt a rent and homebuyer collection policy which includes a remedy of eviction. Therefore the following procedures shall be followed to assure prompt payment of rent and homebuyer payments.

In the event that the ITPRHA must initiate collection procedures against a tenant or homebuyer who is delinquent in payment more than three times during a twelve month period, the ITPRHA shall determine that such action represents a violation of the tenant's or homebuyer's lease agreement and shall be subject to termination of the lease and subsequent eviction and/or other action deemed necessary by the ITPRHA to rectify the habitual delinquency situation.

SECTION I. COLLECTION PROCEDURE

1. Rent/homebuyer payment are due and payable on or before the first day of each month.
2. Payment is to be made as follows:
 - a. Monthly rent/homebuyer payments are to be in cash, check or money order made payable to:

Indian Township Passamaquoddy
Reservation Housing Authority

- b. Payment may be made by payroll deduction. A tenant or homebuyer may make arrangements with employer to have the required rent/homebuyer payment deducted from his/her earnings. The tenant/homebuyer shall be responsible for notifying the Housing Authority if payment will be made through payroll deductions. The employer shall be responsible for mailing the required payments to the Housing Authority at least once

each month (payment may be made biweekly). The Housing Authority shall promptly inform the tenant/homebuyer of any changes in the Housing Authority rent or payment schedule.

Except that, all participants employed by the following entities will be required to have automatic payroll deductions to insure prompt payment of Homebuyer or rental payment obligations: Indian Township Tribal Government (all dept's.), IHS, Forestry, School Dept., Housing Authority, Recreation Center and Creative Apparel.

SECTION II. DELINQUENT ACCOUNTS

Prompt payment of rent/homebuyer payments is a requirement for continued occupancy by a tenant/homebuyer in either a rental unit or homeownership project operated by the Indian Township Passamaquoddy Reservation Housing Authority. Payments not received at the Housing Authority office by the tenth day of the month shall be considered delinquent.

Once the Indian Township Passamaquoddy Reservation Housing Authority determines that an account is delinquent, the Housing Authority shall proceed as follows:

1. After the 10th day (tenth) of the month tenant or homebuyer will be sent by regular mail a late notice.
2. After the 20th day of the month tenant or homebuyer will be served with a written Notice of Delinquency.
3. The Notice of Delinquency, Appendix C2, shall be served by:
 - a. Delivering the notice personally to the tenant/homebuyer; or
 - b. Mailing by certified mail, addressed to the tenant/homebuyer.
4. The delivery of the Notice of Delinquency to one spouse shall be considered as delivery to both spouses when both are tenants/homebuyers of the same housing unit.
5. The Notice of Delinquency shall include the following:
 - a. A statement to the effect that prompt payment is a requirement for continued occupancy and that eviction of the tenant/homebuyer shall follow if prompt payment is not received.

- b. A demand for immediate payment of the delinquent amount.
- c. A statement that if the tenant/homebuyer has had unforeseen problems in making the required payments, the tenant/homebuyer may make an appointment to meet with the Housing Authority Director to determine if the circumstances warrant special arrangements to be made so that the delinquent amount may be paid over an extended period of time. Counselling relating to efficient budgeting of household finances may be a part of any agreement reached.
- d. A statement that the tenant/homebuyer has ten (10) days in which to remit the required monthly payment and/or to request that special arrangements be considered.
- e. A statement indicating that if the tenant/homebuyer has not complied with the notice or the terms defining rent/homebuyer payments in the tenant/homebuyer's lease within ten (10) days, the provision for termination described in the lease or Mutual Help and Occupancy or Turnkey Agreement shall be invoked.

SECTION III. PROCEDURE TO TERMINATE RENTAL LEASE, MUTUAL HELP AND OCCUPANCY OR TURNKEY AGREEMENTS

In the event that the tenant/homebuyer fails to respond or comply with the Notice of Delinquency or with any of his/her other obligations under the Rental Lease, Mutual Help and Occupancy or Turnkey Agreement, the Indian Township Passamaquoddy Reservation Housing Authority shall serve the tenant or homebuyer with a Notice of Termination (Appendix C3)

- A. The decision to terminate a tenant's lease, or a homebuyer's Mutual Help and Occupancy or Turnkey Agreement shall be made by the Housing Authority Board of Commissioners.
- B. The Housing Authority shall serve the tenant/homebuyer with a written Notice of Termination in accordance with

this policy, Appendix C3 for Mutual Help and Occupancy Agreements, Turnkey III agreements or for Low Rent Lease Agreements. Notice shall be delivered in person or by certified mail. Notice to one spouse shall be considered notice to both spouses when both are tenants/homebuyers of the same housing unit.

C. The Housing Authority (when requested by participant within the herein provided 7 days following the receipt of the notice of termination) shall schedule an informal hearing at a time and place which shall be no later than the date of termination.

1. During the informal hearing the participant may respond to the Housing Authority's reasons for termination.
2. The tenant/homebuyer may have representation or be accompanied by a person of his/her choice.
3. The Housing Authority Board of Commissioners may revoke the termination of the lease or agreement on the evidence presented by the Executive Director at a regular meeting of the Board of Commissioners.
4. If upon lease or agreement the tenant/homebuyer is dissatisfied with the decision of the Board of Commissioners, he/she may request a formal hearing before the Housing Authority Board of Commissioners. At this formal hearing the tenant or homebuyer may produce any evidence to refute the evidence of presented by the Executive Director.
5. The Housing Authority, upon request of the tenant/homebuyer, shall schedule a formal hearing before the Housing Authority Board of Commissioners. The decision of the Board of Commissioners shall be final.
6. Eviction procedures shall not be taken until the above procedures have been exhausted.
7. If the Housing Authority Board of Commissioners' decision is to terminate the Lease or Mutual Help Occupancy or Turnkey Agreement, the Executive Director shall immediately initiate eviction proceedings in the Passamaquoddy Tribal Court.

SECTION IV. EVICTION POLICY and PROCEDURES

A. NOTICE TO QUIT

A Notice to Quit, Appendix C4, is presented both to the tenant/homebuyer and the court thirty (30) days from the effective date of termination simultaneously with the initiation of eviction procedures.

B. EVICTION PROCEDURE

Before initiating eviction procedures, the Housing Authority must comply with procedures outlined in Section B. Delinquent Accounts for failure to make rental/homebuyer payments, and/or Section C. Termination of Lease, Mutual Help And Occupancy, and Turnkey Agreements if the request to evict is for just cause. "Just cause" is defined as a violation or breach of tenant/homebuyer obligations as contained in the lease or Mutual Help and Occupancy or Turnkey Agreements.

1. The Housing Authority shall file a civil complaint for eviction with the Passamaquoddy Tribal Court or the Maine District Court.
2. The complaint shall be in writing under oath containing a statement of fact (or charges) which includes:
 - a. The name and address of the tenant/homebuyer and a request to the Court for eviction of the tenant or homebuyer.
 - b. The Housing Authority project number, unit number and location of the housing unit and the legal description of the property.
 - c. A copy of one of the following documents, whichever is applicable:
 1. Lease between the tenant and the Housing Authority;
 2. Mutual Help and Occupancy Agreement; or
 3. Turnkey Agreement.
 - d. The reason for the request for eviction.
 - e. A copy of the Notice(s) of Delinquency and Notice of Termination served on the tenant/homebuyer.

**SECTION V. COLLECTION, TERMINATION and
EVICTION ENFORCEMENT
ASSESSMENT CHARGES**

A charge in the amount of \$3.00 will be assessed on each tenant or homebuyer each time the Indian Township Passamaquoddy Reservation Housing Authority prepares any tenant or homebuyer collection documents as required pursuant to the ITPRHA approved Collection, Termination and Eviction Policy and Procedures.

The \$3.00 charge will absorb the cost processing and mailing any collection documents. The \$3.00 processing charge will be assessed to the tenant or homebuyer regardless of whether the certified document is not picked up or refused at the postal office or delivered in hand by an authorized person.

AND

A charge in the amount of \$16.00 will be assessed on the tenant or homebuyer each time the Indian Township Passamaquoddy Reservation Housing Authority finds it necessary to utilize the services of the Police Dept. for delivery services.

AND

Any Court fee's or other charges expended by the housing authority for the filing of collection, eviction or other such documents will in turn be charged to the tenant or homebuyer named in such documents. Charges are as follows and subject to change in the event court charges are revised:

Small Claims (\$1400. and under) - \$26.25 charge

Civil Claims (\$1401. and over) - \$37.50 charge

PART E.

GRIEVANCE POLICY and PROCEDURES

SECTION I. RIGHT TO HEARING

Upon filing of a written request as provided herein, any tenant/homebuyer shall be entitled to a hearing regarding a grievance before the Indian Township Passamaquoddy Reservation Housing Board of Commissioners, provided that such request is submitted prior to a notice of termination being served on the tenant/homebuyer.

SECTION II. DEFINITIONS

Tenant/Homebuyer: is defined as any person in a HUD assisted housing project operated by the Indian Township Passamaquoddy Reservation Housing Authority whose rights, duties, welfare and/or status are or may be adversely affected by the Housing Authority action or failure to act.

Grievance: is defined as any dispute with respect to Housing Authority action or failure to act in accordance with a lease, Mutual Help and Occupancy or Turnkey Agreement requirements or Housing Authority regulations, policies, and/or procedures which affects the rights, duties, welfare and/or status of the tenant/homebuyer.

SECTION III. PROCEDURE PRIOR TO A HEARING

All grievances excluding eviction complaints must be presented in writing and in person to the Executive Director at the Indian Township Passamaquoddy Reservation Housing Authority Office at U.S. RT. 1, Indian Township, Princeton, Maine 04668, within seven (7) working days of the incident, action or failure to act that precipitated the grievance.

The written grievance shall specify:

1. The reasons for the grievance; and
2. The action or relief sought.
3. The written request must be signed by the complainant.

The Complainant and the Housing Authority Executive Director shall attempt to resolve the problem at the time the grievance is presented to the Housing Authority or anytime deemed appropriate during the following 10 day period. The Executive Director will have 10 working days to informally review, discuss and resolve the grievance.

SECTION IV. HEARING PREREQUISITE

No formal hearings on a grievance shall be held unless the process described in Section III has been utilized.

SECTION V. HEARING PROCEDURE

If in the event a complainant remains aggrieved at the expiration of the 10 day period following a grievance submitted to the Executive Director, the grievance will be placed on the next regular agenda for hearing.

SECTION VI. HEARING BOARD

Unresolved grievances shall be presented before the Indian Township Passamaquoddy Reservation Housing Board of Commissioners. Members of the Housing Board of Commissioners shall serve as members of the Hearing Board.

Any family member or close relative of the complainant shall be disqualified as a member of the Hearing Board.

SECTION VII. GRIEVANCE HEARING

The complainant shall be afforded a fair hearing which guarantees the following safeguards:

1. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the Indian Township Passamaquoddy Reservation Housing Authority that are relevant to the grievance or hearing. Any document not made available upon the complainant's request may not be used by the Housing Authority at the hearing.

2. The right to be represented by counsel or other person chosen as his/her representative.
3. The right to a hearing in private unless the complainant requests a public hearing.
4. The right to present evidence and arguments in support of his/her complaint, to dispute evidence relied upon by the Housing Authority and to confront and cross examine all witnesses upon whose testimony the Housing Authority relies.
5. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Board may render a decision without proceeding with the hearing if it determines that the issue has been previously decided in another proceeding.

If the complainant or the Indian Township Passamaquoddy Reservation Housing Authority fails to appear at a scheduled hearing, the Hearing Board may make a determination to postpone the hearing for a period not to exceed five (5) business days or may make a determination that the party has waived his/her right to a hearing.

At the hearing, the complainant must first make a showing of entitlement to the relief sought. Thereafter the Housing Authority must sustain the burden of justifying the Housing Authority's action or failure to act.

The hearing shall be conducted informally by the Hearing Board and oral and/or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to whether that evidence would be admissible under the rules of evidence employed in judicial proceedings.

SECTION VIII. DECISIONS OF THE HEARING BOARD

1. The decision of the Hearing Board shall be based solely and exclusively on facts presented at the hearing, applicable State and Tribal laws, HUD regulations, and requirements of the Annual Contributions Contract between HUD and the ITPRHA.

2. The Hearing Board shall prepare a written decision together with the reason(s) within one (1) business day after the hearing. A copy of the decision shall be sent to the complainant and to the Housing Authority. The Housing Authority shall retain a copy of the decision in the tenant's/homebuyers folder.
3. The decision of the Hearing Board shall be binding on the Housing Authority. The Housing Authority shall take all actions or refrain from any actions necessary to carry out the decision of the Hearing Board unless the Hearing Board determines within a reasonable time and promptly notifies the complainant of its determination that:
 - a. The grievance does not concern Housing Authority action or failure to act in accordance with or involving the complainant's lease or Mutual Help Occupancy or Turnkey Agreement which adversely affects the complainant's rights, duties, welfare and/or status.
 - b. The decision of the Hearing Board is contrary to local law, HUD regulations and/or requirements of the Annual Contributions Contract between HUD and the Housing Authority.

SECTION IX. APPEALS FROM THE HEARING BOARD DECISION

A decision by the Hearing Board in favor of the Housing Authority or that which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the complainant may have to a Tribal or judicial review in any judicial proceedings which thereafter may be brought in the matter.

**INDIAN TOWNSHIP PASSAMAQUODDY HOUSING AUTHORITY
HOUSING APPLICATION**

PERSONAL DATA

Name of Applicant: _____ Phone # _____

Address: _____ Soc. Sec. # _____

Tribal Member: On Reservation _____ Off Reservation _____

Number in Family: _____ over age 61 _____ disabled persons _____

Name	Relationship	D.O.B.	Tribe
1.			
2.			
3.			
4.			
5.			

INCOME INFORMATION

Must be complete with all sources of income and attached documentation verifying your income or a copy of your most recent Federal Income Tax return

	Income	Source
Family Head	\$ _____	_____
Spouse	\$ _____	_____
Other Members	\$ _____	_____
Total Gross Income	\$ _____	

ASSET INFORMATION

Do you own a home(s) or real estate? _____ Approximate Value _____

Condition of property: Good _____ Fair _____ Poor _____

Do you own a motor vehicle(s)? _____ Year & Make: _____

GENERAL INFORMATION

Have you previously applied for housing? _____ Have you ever been evicted from any Housing? _____ If yes, why _____

Any expected increase in family members in the next 10 yrs: _____

Desired location of a new home: _____

The housing Authority reserves the right to request additional information if needed to determine or verify eligibility. You will receive written notice of your eligibility. If you are unsatisfied with the decision of the Housing Authority you may request a hearing, within 30 days following receipt of notice of eligibility.

Applicant Signature _____

Date _____

**INDIAN TOWNSHIP HOUSING AUTHORITY
CERTIFICATION FOR CONTINUED OCCUPANCY**

I. PERSONAL DATA

Resident _____ Date _____

Address _____ Telephone _____

Project _____ Unit _____ Number of Bedrooms _____

II. FAMILY COMPOSITION

	NAME	AGE	RELATIONSHIP TO HEAD
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

III. TOTAL FAMILY INCOME ANTICIPATED FOR NEXT 12 MONTHS

Source, Type, Rate	Amount
_____	\$ _____
_____	_____
_____	_____
_____	_____

TOTAL ANNUAL FAMILY INCOME \$ _____

IV. NET ASSETS

Type	Estimated Value	Asset Income
_____	_____	_____

V. HANDICAP AND DISABILITY CONSIDERATION

List member(s) of household considered disabled or handicapped as defined in Sect. 223 of Social Security Act.

Name	Relationship to Head	Handicapped or Disabled
_____	_____	_____
_____	_____	_____

THE INFORMATION PROVIDED HEREIN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I GIVE PERMISSION TO THE HOUSING AUTHORITY TO VERIFY THE INFORMATION I HAVE PROVIDED.

Resident Signature _____

Date _____

Interviewed By _____

Date _____

NAME _____ UNIT# _____

ADDRESS: _____

Continued occupancy recertification

For office use only: **ADJUSTED INCOME WORKSHEET**

Total Annual Family Income of parts III and IV		\$ _____
VI.	Less deductions:	
A.	\$480.00 each member of household other than head or spouse who is under 18 years or who is disabled, handicapped or a full-time student.	\$ _____
B.	Additional \$400.00 if head or spouse is 62 years Or older or handicapped or disabled.	\$ _____
C.	Handicapped Assistance Expense	\$ _____
D.	Medical expense for elderly family	\$ _____
E.	Child care expenses (child/ren) under 13 years	\$ _____
F.	Travel expense when necessary for employment Or education of head or spouse.	\$ _____
G.	Adjusted Family Income	\$ _____
H.	Line G x 20% Rental 12	\$ _____
	15 % Mutual Help	\$ _____
I.	Total tenant payment	\$ _____
J.	Utility allowance	\$ _____
K.	ADJUSTED MONTHLY TENANT PAYMENT	\$ _____
	Effective date _____	\$ _____

Prepared by _____ Title _____

Date: _____

Approve by Executive Director: _____

Date: _____

**OCCUPANCY AGREEMENT ADDENDUM
FOR DRUG-FREE HOUSING**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.

3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.

5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This Lease Addendum is incorporated into the lease, executed or renewed this day between Owner and Tenant.

Housing Authority Official

Tenant/Homeowner

Date _____

Mutual Help Homeownership Opportunity Program

Mutual Help and Occupancy Agreement

This revised form of MHO Agreement shall be used for all Mutual Help Projects after October 1, 1997. This MHO Agreement should be used in conjunction with 24 CFR, Part 1000, Indian Housing Regulations. When a unit is converted to the Mutual Help program, or a participant is selected for the Mutual Help program, the participant shall execute this form of Mutual Help and Occupancy Agreement.

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Article I Parties: Definitions

1.1 Parties.

This Mutual Help and Occupancy Agreement ("Agreement") is entered into by and between the Indian Township Passamaquoddy Reservation Housing Authority (IHA) and the Homebuyer whose signature(s) appear below. Under this Agreement, the IHA will give the homebuyer an opportunity to achieve ownership of a home in the Project in return for fulfilling the homebuyer's obligations to make a contribution to the development of the Project, to make monthly payments based on income, to provide all maintenance of the home and to satisfy all other program requirements including an annual certification of income and family composition. The terms and conditions of this Agreement are attached hereto and made a part hereof. This Agreement has been executed in duplicate original, and the Homebuyer hereby acknowledges receipt of one such original.

IHA: _____

By: _____

(Official Title) _____

(Homebuyer) _____

(Homebuyer's Spouse) _____

(Project #) _____

(Unit #) _____

____ Initial Homebuyer

____ Subsequent Homebuyer

Date: _____

1.2 Definitions.

In addition to the definitions listed below, certain Construction Contract terms as used herein shall have the same meaning as in the Construction Contract.

Administration Charge. The amount budgeted by the IHA for monthly operating expenses covering the following categories (and any other operating expense categories included in the IHA's approved operating budget for a fiscal year or other period, excluding any operating cost for which operating subsidy is provided): (a) administrative salaries, payroll, taxes, etc; travel, postage, telephone and telegraph,

office supplies, office space, maintenance and utilities for office space; general liability insurance or risk protection costs; accounting services; legal expenses; and operating reserves requirements; and (b) General expenses, such as premiums for fire and related insurance, payments in lieu of taxes, if any, and other similar expenses.

Construction Contract: The contract for construction in the case of the Conventional method.

Home: The dwelling unit covered by this MHO Agreement.

Homebuyer: The person (s) who has executed this MHO Agreement and who has not acquired title to the home.

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

HUD: The U.S. Department of Housing and Urban Development.

HUD Field Office: The HUD Offices in Chicago, Oklahoma City, Phoenix, Seattle, and Anchorage, which have been delegated authority to administer programs under the United States Housing Act of 1937 for the area in which the IHA is located.

IHA: Indian Housing Authority. An entity that is authorized to engage in or assist in the development or operation of low income housing for Indian that is established either (1) by exercise of the power of self-government of an Indian Tribe independent of State law; or (2) by operation of State law providing specifically for housing authorities for Indians, including regional housing authorities in the State of Alaska.

IHA Homeownership Financing: IHA financing for purchase of a home by an eligible homebuyer who gives the IHA a promissory note and mortgage for the balance of the purchase price.

MEPA: Monthly Equity Payments Account. A homebuyer account in the Mutual Help Homeownership Opportunity Program credited with the amount by which each required monthly payment exceeds the administration charge.

MH: Mutual Help

MH Contribution: Land, Labor, cash materials or equipment – or a combination of these – contributed towards the development cost of a project in accordance with a homebuyer's MHO Agreement, credit for which is to be used towards purchase of a home.

MHO Agreement: A Mutual Help and Occupancy Agreement between the IHA and a

homebuyer. The MHO Agreement constitutes a lease-option agreement. The homebuyer is a lessee during the term of the Agreement and acquires no equitable interest in the home until the option to purchase is exercised.

MH Program. The MH Homeownership Opportunity Program.

Project. Housing developed, acquired, or assisted by an IHA under the Act and the improvement of this housing.

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

ARTICLE II Special Provision.

This Agreement shall be subject to revocation by the IHA if the IHA decides not to proceed with the development of the project in whole or in part. In such event, any contribution made by the homebuyer or Tribe shall be returned. If the contribution was a Land contribution, it will be returned to the contributor.

ARTICLE III Change in Income.

If a family's income changes after the MHO Agreement is executed but before the unit is occupied so that it no longer qualifies for the program, the IHA may reject the family for this program. If it becomes evident that a family's income is inadequate to meet its obligations, the IHA may counsel the family about other housing options, such as its rental program. Inability of the family to meet its obligations under the Homebuyer Agreement is grounds for termination of the Agreement.

ARTICLE IV MH Contribution

The MH contribution may consist of land, labor, cash, materials, equipment, or any combination thereof. Contributions other than labor may be made by an Indian tribe on behalf of a family. The value of the contribution must be \$1,500.

4.1 Land Contributions.

Land contributed to satisfy this requirement must be owned in fee simple by the homebuyer or must be assigned or allotted to the homebuyer for his or her use before application for an MH unit. Contributions of land donated by another person on behalf of the homebuyer will satisfy the requirement for an MH contribution. Land as identified in Exhibit A of this Agreement has been leased or conveyed to the IHA, or will be so leased or conveyed before execution of the Construction Contract, as a contributed site for the home. This land is valued at \$_____. The IHA shall determine the market value of the land, but in no case will the land credit exceed

\$1,500 per homesite.

4.2 MH Work Contribution.

(a) Amount. The homebuyer shall provide work of a total value of \$ _____ as a contribution to the development of the Project.

(b) Homebuyer's Work Obligation.

(1) The homebuyer shall provide the work obligation under the direction of the construction contractor on jobs assigned to the homebuyer by the contractor. The work shall be performed in a diligent and workmanlike manner. The work obligation of the homebuyer may be performed by members of the family. The work may also be performed by an arrangement for others (relatives or friends, for example) to work on the homebuyer's behalf, but only with the approval of the IHA and the contractor.

(2) Prior to the submission of a proposal or a bid for construction of the Project, or prior to execution of the Construction Contract, the bidder or contractor shall be permitted to review information relating to the ability and capacity of the homebuyer to provide MH work, and to interview those who are to perform the work, with regard to this information.

(c) Assignment and Valuation of Jobs.

(1) The specific jobs to be performed by Homebuyers, and the value of each job, shall be listed in an appendices to the Construction Contract, which shall be available for inspection by the homebuyer. The homebuyer may be assigned to any of the listed jobs, and may be reassigned from one job to another during the course of construction. However, the total value of the jobs assigned to the homebuyer's credit will not exceed \$1,500 per homesite of the MH work the homebuyer is required to provide as stated in Section 4.2(a) of this Agreement.

(2) The homebuyer shall provide as many hours of work recorded in accordance with the contractor's system approved by the IHA, as necessary to complete the assigned jobs. The credit (not to exceed \$1,500 per homesite) given the homebuyer shall be the value of the assigned jobs, regardless of the number of hours actually worked to perform the jobs.

3) As an alternative, the contractor may make assignments to the homebuyer in terms of numbers of hours of work. In this event, the homebuyer shall be credited (not to exceed \$1,500 per homesite) with the full MH work contribution when the number of hours of work assigned to the homebuyer has been completed.

(d) Failure to Provide MH Work.

(1) The IHA may terminate this Agreement if the homebuyer is unable or unwilling to provide, or for any other reason fails to provide, the MH work obligation.

(2) If in the judgment of the contractor a homebuyer is not meeting his/her MH work obligations, the contractor may request the assistance of the IHA. Where the deficiency cannot otherwise be remedied, the contractor may request the IHA to terminate this Agreement and select another homebuyer to provide the MH work.

(3) If the contractor calls upon the IHA to terminate this Agreement and the contractor furnishes to the IHA sufficient proof of the alleged nonperformance by the homebuyer, the IHA shall then take the action called for by the contractor.

(e) Workmen's Compensation Insurance. The contractor shall provide Workmen's Compensation Insurance for members of the homebuyer's family or others who perform MH work. If such insurance is not available, the contractor shall obtain private insurance of substantially comparable coverage.

4.3 Cash Contribution.

(a) The homebuyer agrees to make a cash contribution to the project in the amount of \$_____ which shall be paid in full to the IHA not later than the date the home is available for occupancy in accordance with the following schedule:

Dates for Payment:

Amounts:

(b) If a cash contribution to the Project is to be made by the Tribe, as evidenced by a tribal resolution given to the IHA, the homebuyer's share (MH credit) of this contribution is \$_____

4.4 Materials or Equipment Contribution.

If any part of the Contribution is to be provided by furnishing materials or equipment to the Project, such contribution shall be provided and accounted for in accordance with the special provisions of the Construction Contract covering such contribution. In accordance with the special provisions of the Construction Contract, the amount of the MH Contribution credit to the homebuyer is \$_____.

4.5 Disposition of Contributions on Termination Before Date of Occupancy.

If this Agreement is terminated by the IHA or the homebuyer before the date of occupancy, the homebuyer may receive reimbursement of the value of the MH contribution made plus other amounts contributed by the homebuyer in accordance with Article IX.

ARTICLE V Commencement of Occupancy

5.1 Notice.

(a) Upon acceptance by the IHA from the contractor of the home as ready for occupancy, the IHA shall determine whether the homebuyer has met all requirements for occupancy, including meeting the MH Contribution requirements and fulfillment of mandatory homebuyer counseling requirements. In the event of an affirmative determination, the homebuyer shall be notified in writing that the home is available for occupancy as of a date specified in the notice ("Date of Occupancy").

(b) If the IHA determines that the homebuyer has not fully provided the MH Contribution or met any of the other conditions for Occupancy the homebuyer shall be so notified in writing. The Notice:

- (1) must specify the date by which all requirements must be satisfied; and
- (2) shall advise the homebuyer that the MHO Agreement will be terminated and a substitute homebuyer selected for the unit if the requirements are not satisfied.

5.2 Lease Term.

The term of the homebuyer's lease under this Agreement shall commence on the first day of the calendar month following the Date of Occupancy and shall expire when the Initial Purchase Price has been fully amortized in accordance with the homebuyer's Purchase Price Schedule (see Sections 10.2(b) and 10.3(b)) unless this Agreement is previously terminated or the homebuyer previously acquires ownership of the Home.

5.3 Credits to MH Accounts and Reserves.

Promptly after the date of occupancy, the IHA shall credit the amount of the MH contributions to the appropriate reserves and accounts in accordance with Article IX and shall provide the homebuyer a statement of the amounts so credited.

ARTICLE VI Inspections: Responsibility for Items Covered by Warranty.

6.1 Inspection before Move-In and Identification of Warranties.

(a) To establish a record of the condition of the home on the date of occupancy the homebuyer (including a subsequent homebuyer) and the IHA shall make an inspection of the home as close as possible to, but not later than, the date the homebuyer takes occupancy. (The record of this inspection shall be separate from the certificate of completion, but the inspections may, if feasible, be combined.) After the inspection, the IHA representative shall give the homebuyer a signed statement of the condition of the home and equipment and a full written description of all homebuyer responsibilities. The homebuyer shall sign a copy of the statement, acknowledging concurrence or stating objections; and any differences shall be resolved by the IHA and a copy of the signed inspection report shall be kept at the IHA.

b) Within 30 days of commencement of occupancy of the home, the IHA shall furnish the homebuyer with a list of applicable contractors', manufacturers' and suppliers' warranties indicating the items covered and the periods of the warranties, and stating the homebuyer's responsibility for notifying the IHA of any deficiencies that would be covered under the warranties.

6.2 Inspections during contractors' warranty periods, responsibility for items covered by contractors', manufacturers' or suppliers' warranties.

In addition to inspection required under Section 6.1(a), the IHA will inspect the home regularly in accordance with paragraph 8.3(a). However, it is the responsibility of the homebuyer, during the period of the applicable warranties, to promptly inform the IHA in writing of any deficiencies arising during the warranty period (including manufacturers' and suppliers' warranties) so that the IHA may enforce any rights under the applicable warranties. If a homebuyer fails to furnish such a written report in time, and the IHA is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the homebuyer.

6.3 Annual Inspections.

The IHA shall perform inspections annually in accordance with Section 8.3(a).

6.4 Inspection Upon Termination of Agreement.

If this Agreement is terminated for any reason after commencement of occupancy, the IHA shall inspect the home, after notifying the homebuyer of the time for the inspection, and shall give the homebuyer a written statement of the cost of any maintenance work required to put the home in satisfactory condition for the next occupant (see Section 1 2.4(a)(1)).

6.5 Homebuyer Permission for Inspections; Participation in Inspections.

The homebuyer shall permit the IHA to inspect the home at reasonable hours and intervals during the period of this Agreement in accordance with rules established by the IHA. The homebuyer shall be notified of the opportunity to participate in the inspection made in accordance with this section.

ARTICLE VII Homebuyer Payments

7.1 The amount of the required monthly payment for a homebuyer admitted to occupancy in an existing or converted project is determined in accordance with Sections 7.2 through 7.4 below.

7.2 Establishment of Payment.

(a) Each homebuyer shall be required to make a monthly payment ("required monthly payment") as determined by the IHA. The payment will provide that the minimum required monthly payment equal the administration charge.

(b) Subject to the requirement for payment of at least the administration charge, each homebuyer shall pay an amount of required monthly payment computed by:

(1) Multiplying household monthly adjusted income by 15 percent; and (2) Subtracting from that amount the utility allowance determined for the unit. The specific percentage of 15 percent is determined by the IHA. In no instance shall the

required monthly payment exceed 30 percent of household adjusted monthly income (for families moving into the program after 9/30/97).

(c) The IHA's schedule shall provide that the required monthly payment may not be more than a maximum amount. The maximum monthly payment shall be the sum of:

(1) The administration charge; and

(2) The monthly debt service amount shown on the homebuyer's purchase price schedule.

(d) If the "required monthly payment" exceeds the administration charge, the amount of the excess shall be credited to the homebuyer's Monthly Equity Payments Account (MEPA) (see Section 9.2(a)).

7.3 Administration Charge.

The administration charge may reflect differences in expenses attributable to different sizes or types of units. It is the amount budgeted by the IHA as defined in Section 1.2.

7.4 Adjustments In the Amount of the Required Monthly Payment.

(a) After the initial determination of the homebuyer's required monthly payment, the IHA shall increase or decrease the amount of such payment to reflect changes in adjusted income (pursuant to a reexamination by the IHA), adjustment in the administration charge or in any of the other factors affecting the computation of the homebuyer's required monthly payment.

(b) In order to accommodate wide fluctuations in required monthly payments due to seasonal conditions, an IHA may agree with any homebuyer for payments to be made in accordance with a seasonally adjusted schedule which assures full payment of the required amount for each year.

7.5 Homebuyer Payment Collection Policy.

Each IHA shall establish and adopt written policies, and use its best efforts to obtain compliance to assure the prompt payment and collection of required homebuyer payments. A copy of the policies shall be posted prominently in the IHA office, and shall be provided to the homebuyer upon request.

ARTICLE VIII Maintenance, Utilities, and Use of Home

8.1 Maintenance Policy

Each IHA shall establish and adopt, and use its best efforts to obtain compliance with, written policies to assure full performance of the respective maintenance responsibilities of the IHA and homebuyer. A copy of such written policies shall be posted prominently in the IHA office, and shall be provided to an applicant or

homebuyer upon entry into the program and upon request.

8.2 Provision for MH projects.

For a MH Project, the written maintenance policies shall contain provisions on at least the following subjects:

- (a) The responsibilities of Homebuyers for maintenance and care of their dwelling units and common property;
- (b) Procedures for providing advice and technical assistance to Homebuyers and to enable them to meet their maintenance responsibilities;
- (c) Procedures for IHA inspections of homes and common property;
- (d) Procedures for IHA performance of homebuyer maintenance responsibilities (where Homebuyers fail to satisfy such responsibilities), including procedures for charging the homebuyer's proper account for the cost thereof;
- (e) Special arrangements, if any, for obtaining maintenance services from outside workers or contractors; and
- (f) Procedures for charging Homebuyers for damage for which they are responsible.

8.3 IHA Responsibility In MH Project.

(a) The IHA shall enforce those provisions of this Agreement under which the homebuyer is responsible for maintenance of the home. The IHA has overall responsibility to HUD for assuring that the housing is being kept in decent, safe, and sanitary condition, and that the home and grounds are maintained in a manner that will preserve their condition, normal wear and tear excepted. Failure of a homebuyer to meet the obligations for maintenance shall not relieve the IHA of responsibility in this respect. Accordingly, the IHA shall conduct a complete interior and exterior examination of each home at least once a year, and shall furnish a copy of the inspection report to the homebuyer. The IHA shall take appropriate action, as needed, to remedy conditions shown by the inspection, including steps to assure performance of the homebuyer's obligations under this Agreement. The IHA may inspect the home once every three years, in lieu of annual inspection where the homebuyer;

(1) Is in full compliance with the original terms of this Agreement, including payments, and

(2) The home is maintained in decent, safe, and sanitary condition, as reflected by the last inspection by the IHA. However, if at any time the IHA determines that the homebuyer is not in compliance with this Agreement, it must reinstitute annual unit inspections.

8.4 Homebuyer's Responsibility In MH Program.

(a) The homebuyer shall be responsible for routine and nonroutine maintenance of the home, including all repairs and replacements (including those resulting from

damage from any cause). The IHA shall not be obligated to pay for or provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period.

(b) Homebuyer's Failure to Perform Maintenance;

(1) Failure of the homebuyer to perform the maintenance obligations constitutes a breach of this Agreement and grounds for its termination. Upon a determination by the IHA that the homebuyer has failed to perform its maintenance obligations, the IHA shall require the homebuyer to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the homebuyer, with such use of the homebuyer's account as may be necessary, or to be done by the IHA and charged to the homebuyer's account. If the homebuyer fails to carry out the agreed-to plan, this Agreement shall be terminated in accordance with Sections 12.1 and 12.2.

(2) If the IHA determines that the condition of the property creates a hazard to the life, health or safety of the occupants, or if there is a risk of damage to the property if the condition is not corrected, the corrective work shall be done promptly by the IHA with such use of the homebuyer's accounts as the IHA may determine to be necessary, or by the homebuyer with a charge of the cost to the homebuyer's accounts in accordance with Section 9.3(a).

(3) Any maintenance work performed by the IHA shall be accounted for through a work order stating the nature of and charge for the work. The IHA shall give the homebuyer copies of all work orders for the home.

8.5 Homebuyer's Responsibility for Utilities.

The homebuyer is responsible for the cost of furnishing utilities for the home. The IHA shall have no obligation for the utilities. However, if the IHA determines that the homebuyer is unable to pay for the utilities for the home, and that this inability creates conditions that are hazardous to life, health or safety of the occupants or threatens damage to the property, the IHA may pay for the utilities on behalf of the homebuyer and charge the homebuyer's accounts for the costs in accordance with Article IX. When the homebuyer's accounts have been exhausted, the IHA shall pursue termination of the homebuyer Agreement and may offer the homebuyer a transfer into the rental program if a unit is available.

8.6 Obligations with Respect to Home and Other Persons and Property.

(a) The homebuyer shall agree to abide by all provisions of this Agreement concerning homebuyer responsibilities, occupancy and use of the home.

(b) The homebuyer may request IHA to operate a small business in the unit. An IHA shall grant this authority where the homebuyer provides the following assurances and may rescind this authority upon violation of any of the following assurances:

(1) The unit will remain the homebuyer's principal residence;

(2) The business activity will not disrupt the basic residential nature of the housing site; and

(3) The business will not require permanent structural changes to the unit that could adversely affect a future homebuyer's use of the unit. The IHA may rescind such authority whenever any of the above assurances are violated.

8.7 Structural Changes.

A homebuyer shall not make structural changes to the home unless the IHA has determined that such change would not:

(1) Impair the value of the home, the surrounding homes, or the project as a whole;
or

(2) Affect the use of the home for residential purposes.

(b) Additions to the home include, but are not limited to, energy-conservation items such as solar panels, wood-burning stoves, flues and insulation. Any changes made in accordance with this section shall be at the homebuyer's expense, and in the event of termination of this Agreement the homebuyer shall not be entitled to any compensation for such changes or additions.

(c) If the homebuyer is in compliance with the terms of this Agreement, the IHA may agree to allow the homebuyer to use the funds in the MEPA for betterment's and additions to the MH home. In such event, the IHA shall determine whether the homebuyer would be required to replenish the MEPA or if the funds are to be loaned to the homebuyer at an interest rate determined by the IHA. The homebuyer cannot use MEPA funds for luxury items, as determined by the IHA.

ARTICLE IX Homebuyer Reserves and Accounts

9.1 Refundable and Nonrefundable MH reserves ("Reserves").

The IHA shall establish separate refundable and nonrefundable reserves for each homebuyer effective on the date of occupancy.

(a) The refundable MH reserve represents a homebuyer's interest in funds that may be used to purchase the home at the option of the homebuyer. The IHA shall credit this amount with the amount of the homebuyer's cash MH contribution or the value of the labor, material, or equipment MH Contribution.

(b) The nonrefundable MH Reserve represents a homebuyer's interest in funds that may be used to purchase the home at the option of the homebuyer. IHA shall credit this account with the amount of the homebuyer's share of any credit for land contributed to the project and the homebuyer's share of any credit for non-land contributions by a terminated homebuyer.

9.2 Equity Accounts.

(a) Monthly Equity Payments Account ("MEPA"). The IHA shall maintain a separate MEPA for each homebuyer. The IHA shall credit this account with the amount by

which each required monthly payment exceeds the administration charge. Should the homebuyer fail to pay the required monthly payment, the IHA may elect to reduce the MEPA by the amount owed each month towards the administration charge, until the MEPA has been fully expended. The MEPA balance must be comprised of an amount backed by cash actually received in order for any such reduction to be made.

(b) Voluntary Equity Payments Account ("VEPA"). The IHA shall maintain a separate VEPA for each homebuyer. The IHA shall credit this account with the amounts of any periodic or occasional voluntary payments (in excess of the required monthly payment) that the homebuyer may desire to make to acquire ownership of the home within a shorter period of time. The IHA may amend an individual homebuyer's MHO Agreement to permit a more flexible use of the VEPA for alterations of the unit, cosmetic changes, additions, betterment's, etc.

(c) Investment of Equity Funds. Funds held by the IHA in the equity accounts of all homebuyers in the project shall be invested in HUD approved instruments. Income earned on the investments of such funds shall periodically, but at least annually, be prorated and credited to each homebuyer's equity accounts in proportion to the amount in each such account on the date of proration.

9.3 Charges for Maintenance.

(a) If the IHA has maintenance work done in accordance with Section 8.4(b)(2), the cost thereof shall be charged to the homebuyer's MEPA.

(b) At the end of each fiscal year, the debit balance, if any in the MEPA shall be charged, first to the VEPA; second, to the refundable MH reserve; and third, to the nonrefundable MH reserve, to the extent of the credit balances in that account and those reserves.

(c) In lieu of charging the debit balance in the MEPA to the homebuyer's refundable MH reserve and/or nonrefundable MH reserve, the IHA may allow the debit balance to remain in the MEPA pending replenishment from subsequent credits to the homebuyer's MEPA.

(d) The IHA shall at no time permit the accumulation of a debit balance in the MEPA in excess of the sum of the credit balances in the homebuyer's refundable and nonrefundable MH reserves, unless the expenditure is required to alleviate a hazard to the life, health or safety of the occupants, or to alleviate risk of damage to the property.

9.4 Disposition of Reserves and Accounts.

When the homebuyer purchases the home, the balances in the homebuyer's reserves and accounts shall be disposed of in accordance with Section 10.5(c) and (d). If this Agreement is terminated by the homebuyer or the IHA, the balances in the homebuyer's reserves and accounts shall be disposed of in accordance with Section 12.4.

9.5 Use of Reserves and Accounts; Nonassignability.

The homebuyer shall have no right to receive or use the funds in any reserve or account except as provided in this Agreement, and the homebuyer shall not, without the approval of the IHA, assign, mortgage or pledge any right in this Agreement or to any reserve or account.

ARTICLE X Purchase of Home

10.1 General.

The IHA provides the family an opportunity to purchase the dwelling under this Agreement (a lease with an option to purchase), under which the purchase price is amortized over the period of occupancy, in accordance with a purchase price schedule. For acquisition under this Agreement see Section 10.5. If a homebuyer wants to acquire ownership in a shorter period than that shown on the purchase price schedule, the homebuyer may exercise the option to purchase the home on or after the date of occupancy, but only if the homebuyer has met all obligations under this Agreement. The homebuyer may obtain financing, from the IHA or an outside source, at any time, to cover the remaining purchase price. The financing may be provided using such methods as a mortgage or a loan agreement. If the homebuyer is able to obtain financing from an outside source, the IHA will release the homebuyer from this Agreement and terminate the homebuyer's participation in this program. For acquisition under methods other than under this Agreement see Section 10.4 and Article XI.

10.2 Purchase Price and Purchase Price Schedule.

(a) Initial Purchase Price. The IHA shall determine the initial purchase price of the home for the homebuyer who first occupies the home, pursuant to this Agreement as follows (unless the IHA, after consultation with the homebuyer, has developed an alternative method of apportioning among the homebuyers, the amount determined in Step 1 and the alternative method has been made a part of the development program):

Step 1:

From the estimated Total Development Cost (TDC) (including the full amount for contingencies) of the project as shown in the development cost budget in effect at the time of execution of the construction contract, deduct the amounts if any, not directly attributable to the dwelling cost and equipment, including, but not limited to:

- (1) Relocation costs,
- (2) Counseling costs,
- (3) The cost of any community, administration or management facilities, including the land, equipment and furnishings attributable to such facilities as set forth in the development program for the project, and

- (4) the total amount attributable to land for the project,
- (5) Off-site water and sewer,
- (6) Other administrative costs associated with the development of the project

Step 2:

Multiply the amount determined in Step 1 by a fraction of which the numerator is the development cost standard for the size and type of home being constructed for the homebuyer, and the denominator is the sum of the unit development cost standards for the homes of various sizes and types comprising the project.

Step 3:

Determine the amount chargeable to development costs, if any, for acquisition of the homesite.

Step 4:

Add the amount determined in Step 3 to the amount determined in Step 2. The sum determined under this step shall be the initial purchase price of the home.

(b) Purchase Price Schedule. Promptly after execution of the construction contract, the IHA shall furnish to the homebuyer a statement of the initial purchase price of the home and a purchase price schedule that will apply, based on amortizing the balance (purchase price less the MH contribution) over a period, not less than 15 years or more than 25 as determined by the IHA, at an interest rate determined by the IHA, provided that the rate does not exceed the prevailing interest rate for Veterans Administration (VA) guaranteed mortgage loans at the time the schedule is established. The IHA may choose to forego charging interest and calculate the payment with interest rate of zero.

10.3 Purchase Price Schedule for Subsequent Homebuyer.

(a) Initial Purchase Price. When a subsequent homebuyer executes this Agreement, the purchase price for the subsequent homebuyer shall be determined by the IHA based on one of the following procedures:

- (1) The current appraised value;
- (2) The current replacement cost of the home or;
- (3) The remaining purchase price of the unit.

(b) Purchase Price Schedule. Each subsequent homebuyer shall be provided with a purchase price schedule, showing the monthly declining purchase price over the term of this Agreement, commencing with the first day of the month following the effective date of this Agreement.

10.4 Notice of Eligibility for Financing.

If the IHA offers IHA homeownership financing in accordance with Article XI and has

funds available for that purpose, it shall determine, at the time of each examination or reexamination of the family's earnings and other income, whether the homebuyer is eligible for that financing. If the IHA determines that the homebuyer is eligible, the IHA shall notify the homebuyer in writing that IHA homeownership financing is available to enable the homebuyer to purchase the home, if the homebuyer wishes to do so and, that if the homebuyer chooses not to purchase the home at that time, all the rights of a homebuyer shall continue (including the right to accumulate credits in the equity accounts) and all obligations under this Agreement shall continue (including the obligations to make monthly payments based on income). The IHA shall convey ownership of the home when the homebuyer exercises the option to purchase and has complied with all the terms of this Agreement. The homebuyer can exercise the option to purchase only by written notice to the IHA, in which the homebuyer specifies the manner in which the purchase price and settlement costs will be paid.

10.5 Conveyance of Home.

(a) **Purchase Procedure.** In accordance with this Agreement, the IHA shall convey title to the homebuyer when the balance of the purchase price can be covered from the amount in the two equity accounts (MEPA and VEPA). The homebuyer may supplement the amount in the equity accounts with reserves or any other funds of the homebuyer.

(b) **Amounts to be Paid.** The purchase price shall be the amount shown on the purchase price schedule for the month in which the settlement date falls.

(c) **Settlement Costs.** Settlement Costs are the costs incidental to acquiring ownership, including, the costs and fees for credit report, field survey, title examination, title insurance, inspections, attorneys other than the IHA's attorney, closing, recording, transfer taxes, financing fees and mortgage loan discount. Settlement costs shall be paid by the homebuyer who may use equity accounts or reserves available for the purchase in accordance with Section 9.4.

(d) **Disposition of Homebuyer Accounts and Reserves.** When the homebuyer purchases the home, the net credit balances in the homebuyer's equity accounts (MEPA and VEPA) as described in Article IX, supplemented by the nonrefundable MH reserve and then the refundable MH reserve, shall be applied in the following order:

(1) For the initial payment for fire and extended coverage insurance on the home after conveyance, if the IHA finances purchase of the home in accordance with Article XI;

(2) For Settlement costs, if the homebuyer so directs;

(3) For the purchase price; and

(4) The balance, if any, for refund to the homebuyer.

(e) **Settlement.** A home shall not be conveyed until the homebuyer has met all the obligations under this Agreement, except as provided for in (h) below. The settlement date shall be mutually agreed upon by the parties. On the settlement date, the homebuyer shall receive the documents necessary to convey to the homebuyer the IHA's right, title and interest in the home, subject to any applicable

restrictions or covenants as expressed in such documents. The required documents shall be approved by the attorneys representing the IHA and by the homebuyer or the homebuyer's attorney.

(f) IHA Investment and Use of Purchase Price Payments. After conveyance, all homebuyer funds held or received by the IHA from the sale of a unit in a project financed with grants shall be held separate from other project funds, and shall be used for purposes related to low-income housing use, as approved by HUD.

Homebuyer funds held or received by the IHA from the sale to a homebuyer of a unit in a project financed by loans are subject to loan forgiveness. Homebuyer funds include the amount applied to payment of the purchase price from the equity accounts (MEPA and VEPA), any cash paid by the homebuyer for application to the purchase price and, if the IHA finances purchase of the home in accordance with Article XI, any portion of the mortgage payments by the homeowner attributable to payment of the debt service (principal and interest) on the mortgage.

(g) Removal of the Home from MH Program. When a home has been conveyed to the homebuyer, whether or not with IHA financing, the unit is removed from the IHA's MH project. If the IHA has provided financing, its relationship with the homeowner is transformed by the conveyance to that of lender, in accordance with documents executed during settlement.

(h) Homebuyers with Delinquencies. If a homebuyer has a delinquency at the end of the amortization period, the unit may no longer be available for assistance from the IHA, even though the unit has not been conveyed. The IHA must take action to terminate this Agreement or to develop a repayment schedule for the remaining balance to be completed in a reasonable period, but not longer than three years. The payment should be equal to a monthly prorated share of the remaining balance owed by the homebuyer, plus an administrative fee consisting of the cost of insurance and the IHA's processing cost. If the homebuyer fails to meet the requirements of the repayment schedule, the IHA should proceed immediately with eviction.

ARTICLE XI IHA Homeownership Financing

11.1 Eligibility.

If the IHA offers homeownership financing, the homebuyer is eligible for it when the IHA determines that:

(a) The homebuyer can pay (from the balance in the homebuyer's reserves or accounts, or from other sources):

- (1) The amount necessary for settlement costs; and
- (2) The initial payment for fire and extended coverage insurance, carried on the home after conveyance; and
- (3) Maintenance reserve (at the option of the IHA).

(b) The homebuyer's income has reached the level, and is likely to continue at such level, and that 30 percent of monthly adjusted income is at least equal to the sum of the monthly debt service amount shown on the homebuyer's purchase price schedule and the IHA's estimates of the following monthly payments and allowances:

- (1) Payment for fire and extended coverage insurance;
- (2) Payment for taxes and special assessments, if any;
- (3) The IHA mortgage servicing charge;
- (4) Amount necessary for maintenance of the home; and
- (5) Amount necessary for utilities for the home.

(Additional information relative to IHA Financing will be provided to homebuyer upon request.)

ARTICLE XII Termination of MHO Agreement

12.1 Termination Upon Breach.

(a) In the event the homebuyer fails to comply with any of the obligations under this Agreement, the IHA may terminate the Agreement by written notice to the homebuyer, enforced by eviction procedures applicable to landlord-tenant relationships. Foreclosure is an inappropriate method for enforcing termination of this Agreement, which constitutes a lease (with an option to purchase). The homebuyer is a lessee during the term of this Agreement and acquires no equitable interest in the home until the option to purchase is exercised.

(b) Misrepresentation or withholding of material information in applying for admission or in connection with any subsequent reexamination of income and family composition constitutes a breach of the homebuyer's obligations under this Agreement. "Termination," as used in this Agreement does not include acquisition of ownership by the homebuyer.

12.2 Notice of Termination of MHO Agreement by IHA, Right of Homebuyer to Respond.

Termination of this Agreement by the IHA for any reason shall be by written notice of termination. Such notice shall be in compliance with the terms of this Agreement and, in all cases, shall afford a fair and reasonable opportunity to have the homebuyer's response heard and considered by the IHA. Such procedures shall comply with the Indian Civil Rights Act, if applicable, and shall incorporate all the steps and provisions needed to comply with State, local, or Tribal law, with the least possible delay.

12.3 Termination of MHO Agreement by Homebuyer.

The homebuyer may terminate this Agreement by giving the IHA written notice in accordance with the Agreement. If the homebuyer vacates the home without notice to the IHA, the homebuyer shall remain subject to the obligations of this Agreement including the obligation to make monthly payments, until the IHA terminates the Agreement in writing. Notice of the termination shall be communicated by the IHA to

the homebuyer to the extent feasible and the termination shall be effective on the date stated in the notice.

12.4 Disposition of Funds Upon Termination of the MHO Agreement.

If this Agreement is terminated, the balances in the homebuyer's accounts and reserves shall be disposed of as follows:

(a) The MEPA shall be charged with:

(1) Any maintenance and replacement costs incurred by the IHA to prepare the home for the next occupant;

(2) Any amounts the homebuyer owes the IHA, including required monthly payments;

(3) The required monthly payment for the period the home is vacant, not to exceed 60 days from the date of receipt of the notice of termination, or if the homebuyer vacates the home without notice to the IHA, for the period ending with the effective date of termination by the IHA; and

(4) The cost of securing a vacant unit, the cost of notification and associated termination tasks, and the cost of storage and/or disposition of personal property.

(b) If, after making the charges in accordance with Section 12.4(a), there is a debit balance in the MEPA, the IHA shall charge that debit balance, first, to the VEPA; second, to the refundable MH reserve; and third, to the nonrefundable MH reserve, to the extent of the credit balances in these reserves and accounts. If the debit balance in the MEPA exceeds the sum of the credit balances in these reserves and accounts, the homebuyer shall be required to pay to the IHA the amount of the excess.

(c) If after making the charges in accordance with Section 12.4(a) and (b), there is a credit balance in the MEPA, this amount shall be refunded, except to the extent it reflects the value of land donated on behalf of the family. Similarly, any credit balance remaining in the VEPA after making the charges described above shall be refunded.

(d) Any credit balance remaining in the refundable MH reserve after making the charges described above shall be refunded to the homebuyer.

(e) Any credit balance remaining in the nonrefundable MH reserve after making the charges described above shall be retained by the IHA for use by the subsequent homebuyer.

12.5 Settlement Upon Termination.

(a) Time for Settlement. Settlement with the homebuyer following a termination shall be made as promptly as possible after all charges provided in Section 12.4 have been determined and the IHA has given the homebuyer a statement of such charges.

The homebuyer may obtain settlement before determination of the actual cost of any maintenance required to put the home in satisfactory condition for the next occupant, if the homebuyer is willing to accept the IHA's estimate of the amount of such cost. In such cases, the amounts to be charged for maintenance shall be based on the IHA's estimate of the cost thereof.

(b) Disposition of Personal Property. Upon termination, the IHA may dispose of any item of personal property abandoned by the homebuyer in the home, in a lawful manner deemed suitable by the IHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by the homebuyer to the IHA

12.6 Responsibility of IHA to Terminate.

(a) The IHA is responsible for taking appropriate action with respect to any noncompliance with this Agreement by the homebuyer. In cases of noncompliance that are not corrected as provided further in this section, it is the responsibility of the IHA to terminate this Agreement in accordance with the provisions of this section and to institute eviction proceedings against the occupant.

(b) As promptly as possible after a noncompliance comes to the attention of the IHA, the IHA shall discuss the matter with the homebuyer and give the homebuyer an opportunity to identify any extenuating circumstances or complaints which may exist. A plan of action shall be agreed upon that will specify how the homebuyer will come into compliance, as well as any actions by the IHA that may be appropriate. This plan shall be in writing and signed by both parties.

(c) Compliance with the plan shall be checked by the IHA not later than 30 days from the date thereof. In the event of refusal by the homebuyer to agree to such a plan or failure by the homebuyer to comply with the plan, the IHA shall issue a notice of termination of this Agreement and evict the homebuyer in accordance with the provisions of this section on the basis of the noncompliance with this Agreement.

(d) A record of meetings with the homebuyer, written plans of action agreed upon and all other related steps taken in accordance with Section 12.6 shall be maintained by the IHA.

12.7 Subsequent Use of Unit.

After termination of a homebuyer's interest in the unit, it remains as part of the MH project under the ACC. The IHA must follow its policies for selection of a subsequent homebuyer for the unit under the MH program.

ARTICLE XIII Succession upon Death or Mental Incapacity

13.1 Definition of "Event".

Event means the death or mental incapacity of all of the persons who have executed this Agreement as homebuyers.

13.2 Designation of Successor by Homebuyer.

(a) A homebuyer may designate a successor who, at the time of the event would assume the status of homebuyer, provided that at that time he or she meets the

conditions stated in Section 13.3. The designation shall be made at the time of execution of this Agreement, and the homebuyer may change the designation at any later time by written notice to the IHA.

(b) The designated successor as of the date of execution of this Agreement is:

First Name: Initial: Last Name:

Street & Number:

City, State:

Relationship:

13.3 Succession by Person Designated by Homebuyer.

(a) Upon occurrence of an "event" the person designated as the successor, in Section 13.2(b), shall succeed to the former homebuyer's rights and responsibilities under this Agreement if the designated successor meets the following conditions:

- (1) The successor is a family member and will make the home his or her primary residence;
- (2) The successor is willing and able to pay the administration charge and to perform the obligations of a homebuyer under this Agreement;
- (3) The successor satisfies program eligibility requirements; and
- (4) The successor executes an assumption of the former homebuyer's obligations under this Agreement.

(b) If a successor satisfies the requirements of Section 13.3(a), except for 13.3(a)(3), the successor may execute an outright purchase of the home.

13.4 Designation of Successor by IHA.

If at the time of the event there is no successor designated by the homebuyer, or if any of the conditions in Section 13.3 are not met by the designated successor, the IHA may designate, in accordance with its occupancy policy, any person who qualifies under Section 13.3.

13.5 Occupancy by Appointed Guardian.

If at the time of the event there is no qualified successor designated by the homebuyer or by the IHA in accordance with the foregoing provisions of this Article, and a minor child or children of the homebuyer are living in the home, the IHA may, in order to protect their continued occupancy and opportunity for acquiring ownership

of the home, approve as occupant of the home an appropriate adult who has been appointed legal guardian of the children with a duty to perform the obligations of this Agreement in their interest and behalf.

13.6 Succession and Occupancy on Trust Land.

In the case of a home on trust land subject to restrictions on alienation under federal (including federal trust or restricted land and land subject to trust or restriction under State law), or under State or Tribal law where such laws do not violate federal statutes, a person who is prohibited by law from succeeding to the IHAs interest on such land may, nevertheless, continue in occupancy with all the rights, obligations and benefits of this Agreement, modified to conform to these restrictions on succession to the land.

13.7 Termination In Absence of Qualified Successor or Occupant.

If there is no qualified successor in accordance with the IHA's approved policy, the IHA shall terminate this Agreement and select a subsequent homebuyer from the top of the waiting list to occupy the unit under a new MHO Agreement. If a new homebuyer is unavailable or if the home cannot continue to be used for low-income housing in accordance with the Mutual Help program, the IHA may submit an application to HUD to approve a disposition of the home.

ARTICLE XIV Miscellaneous

14.1 Annual Statement to Homebuyer.

The IHA shall provide an annual statement to the homebuyer that sets forth the credits and debits to the homebuyer's equity accounts and reserves during the year and the balance in each account at the end of each IHA fiscal year. The statement shall also set forth the remaining balance of the purchase price.

14.2 Insurance Before Transfer of Ownership, Repair or Rebuilding.

(a) Insurance. The IHA shall carry all insurance prescribed by HUD, including fire and extended coverage insurance upon the home.

(b) Repair or Rebuilding. In the event the home is damaged or destroyed by fire or other casualty, the IHA shall consult with the homebuyers as to whether the home shall be repaired or rebuilt. The IHA shall use the insurance proceeds to have the home repaired or rebuilt unless there is good reason for not doing so. In the event the IHA determines that there is good reason why the home should not be repaired or rebuilt and the homebuyer disagrees, the matter shall be submitted to the HUD field office for final determination. If the final determination is that the home should not be repaired or rebuilt, the IHA shall terminate this Agreement, and the

homebuyer's obligation to make required monthly payments shall be deemed to have terminated as of the date of the damage or destruction.

(c) Suspension of Payments. In the event of termination of this Agreement because of damage or destruction of the home, or if the home must be vacated during the repair period, the IHA will use its best efforts to assist in relocating the homebuyer. If the home must be vacated during the repair period, required monthly payments shall be suspended during the vacancy period.

14.3 Notices.

Any notices by the IHA to the homebuyer required under this Agreement or by law shall be delivered in writing to the homebuyer personally or to any adult member of the homebuyer's family residing in the home, or shall be sent by certified mail, return receipt requested, properly addressed, postage prepaid. Notice to the IHA shall be in writing, and either delivered to an IHA employee at the office of the IHA, or sent to the IHA by certified mail, return receipt requested, properly addressed, postage prepaid.

ARTICLE XV Counseling of Homebuyers

15.1 General.

The IHA shall provide counseling to homebuyers in accordance with this section. The purpose of the counseling program shall be to develop:

- (a) A full understanding by homebuyers of their responsibilities as participants in the MH Program.
- (b) Ability on their part to carry out these responsibilities, and
- (c) A cooperative relationship with the other homebuyers. All homebuyers shall be required to participate in and cooperate fully in all official pre-occupancy and post-occupancy counseling activities. Failure without good cause to participate in the program shall constitute a breach of this Agreement.

Mutual Help
Homeownership Opportunity Program
Mutual Help and
Occupancy Agreement

Exhibit A
Land Description

The Lessor (the Homebuyer) hereby leases to the Lessee (the IHA) the following real property situated

described as follows:

The above property will comprise approximately _____ dwelling site(s).

Indian Township Passamaquoddy Reservation Housing Authority

by: (Name) _____

(Official Title) _____

(Homebuyer) _____

(Homebuyer's Spouse) _____

IHA Seal:

Indian Township Passamaquoddy Reservation

HOUSING AUTHORITY

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

HOUSING PET PERMIT and POLICY

I have received written permission from the Indian Township Passamaquoddy Reservation Housing Authority to keep the following pet in my residence as a tenant of the Housing Authority:

I fully understand the rules/regulations in regard to this privilege and will abide by same.

TENANT SIGNATURE

DATE

HOUSING PET POLICY

The following rules are established to govern the keeping of pets in and on housing property units operated by the Housing Authority of the Indian Township Passamaquoddy Reservation.

Tenants permitted pets are those tenants who reside in housing units.

All pets must be registered with the Housing Authority. Tenants must receive a written permit to keep any animal on or about the premises. This privilege may be revoked at any time subject to the Housing Authority grievance procedure if the animal becomes destructive or a nuisance to others, or if the tenant/owner fails to comply with the following:

1. A maximum number of one dog and/or 1 cat is allowed.
2. Permitted pets are domesticated dogs, cats, birds and fish aquariums. Dogs weight must be under 25 pounds.
3. Dogs are to be licensed yearly with the proper authorities, and tenants must show proof of yearly distemper and rabies boosters. Cats are to be vaccinated yearly for distemper also. No vicious or intimidating dogs are to be kept, unless safely and properly secured to the satisfaction of the housing authority.

pg. 2, Housing Pet Permit & Policy

4. All female cats and dogs are to be spayed. If such animals are not spayed and have off-spring, tenant is in violation of this rule.
5. No pet may be kept in violation of humane or health laws.
6. Dogs that remain outside a tenant's unit must be secured and properly leashed, chained and/or provided at occupants expense a secured runner or adequate fencing. Birds must be confined to a cage at all times.
7. Cats are to use litter boxes kept in tenants' premises. Tenant is not allowed to let waste accumulate and must properly dispose of cat litter. Dumping of cat litter outside on housing grounds is strictly prohibited.
8. Tenants shall not walk their dogs for the purpose of waste elimination within the perimeter of the housing unit or in any other fenced area, yard, parking lot, any housing authority property, or property used for public use or travel. Tenants are responsible for promptly cleaning up animal dropping, regardless of who animal, if any, outside of unit, and properly disposing of said dropping.
9. Tenant shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times.
10. Tenant shall not permit any disturbance by their pet which could interfere with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, or other such activities.
11. If pets are left unattended for twenty-four (24) hours or more, the Housing Authority shall notify the proper authorities subject to the provisions of the Passamaquoddy Tribal Ordinances. The Housing Authority accepts no responsibility for the pet under such circumstances.
12. Tenants shall not alter their unit, patio or unit area to create an enclosure for an animal.
13. Tenant is responsible for all damages caused by pets.
14. Tenants who violate these rules are subject to: (a) being required to get rid of the pet within 15 days of notice by the Housing Authority; and/or, (b) eviction.

I have read and understand the foregoing regulations regarding Pets and agree to conform to them.

TENANT SIGNATURE

Date

**THIS IS YOUR HOUSING AUTHORITY, OUR COMMUNITY,
OUR PEOPLE, HELPING OUR PEOPLE;
DO YOUR PART!**

**HELP PROTECT OUR CHILDREN,
KEEP OUR COMMUNITY HOUSING
FREE OF
ALCOHOL & DRUGS**



**ALCOHOL & DRUGS KILLS OUR FAMILIES,
OUR CHILDREN, OUR CULTURE**

**REPORT CRIMINALS
TO THE HOUSING AUTHORITY OR TRIBAL POLICE**

Assets

- All bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you and any adult member of your family/household who will be living with you.
- Any business or asset you sold in the last 2 years for less than its full value, such as your home to your children.

Family/Household Members

- The names of all of the people (adults and children) who will actually be living with you, whether or not they are related to you.

Signing the Application

- Do not sign any form unless you have read it, understand it, and are sure everything is complete and accurate.
- When you sign application and certification forms, you are claiming that they are complete to the best of your knowledge and belief. You are committing fraud if you sign a form knowing that it contains false or misleading information.
- Information you give on your application will be verified by your housing agency. In addition, HUD may do computer matches of the income you report with various Federal, Tribal, State or private agencies to verify that it is correct.

Reexaminations You must provide undated information at least once a year. Some programs require that you report any changes in income or family/household composition immediately. Be sure to ask when you must be reexamined. You must report on the reexamination forms:

- All income changes such as pay increases or benefits, changes of job, loss of job, loss of benefits, etc., for all adult family/household members.
- Any family/household member who has moved in or out.
- All assets that you or your family/household members own and any asset that was sold in the last 2 years for less than its full value.

Beware of Fraud

You should be aware of the following fraud schemes:

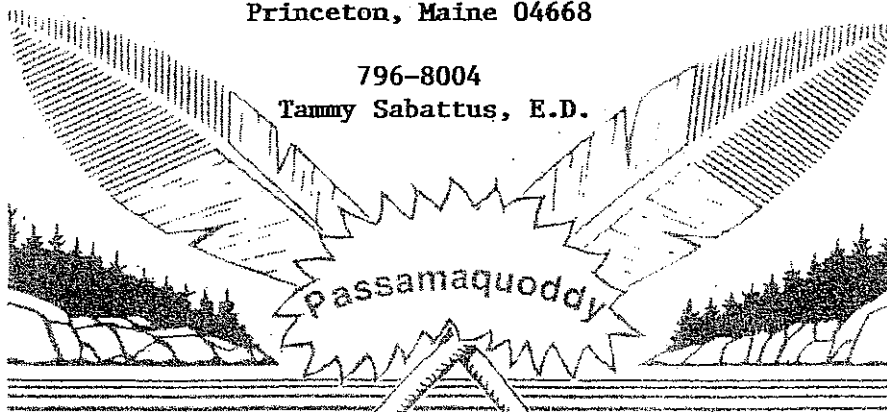
- Do not pay any money to file an application.
- Do not pay any money to move up on the waiting list.
- Do not pay for anything not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay any money other than rent (such as maintenance charges).

Reporting Abuse

Indian Township Passamaquoddy Reservation
Housing Authority
P.O. Box 99
Princeton, Maine 04668

796-8004

Tammy Sabattus, E.D.



Indian Township Passamaquoddy Reservation

HOUSING AUTHORITY

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

FEDERAL PRIVACY ACT STATEMENT

The U. S. Department of Housing and Urban Development (HUD) will be collecting information you gave to the Indian Township Passamaquoddy Reservation Housing Authority at application or reexamination. HUD will collect the information on form HUD-50058. The data it will collect includes name, sex, birth date, social security number, income by source, assets, certain deductible expenses and rental payment.

The Privacy Act of 1974, as amended, requires us to inform you about HUD's use of the information you have provided. HUD will use the information to manage and monitor HUD-assisted housing programs. It may also verify whether the information is accurate and complete by doing a computer match. HUD may give the information to federal, state and local agencies when it will be used for civil, criminal or regulatory investigations and prosecutions. HUD may also make summaries of resident data available to the public. Other than these uses, HUD will not release the information outside of HUD except as permitted or required by law.

The Housing and Community Development Act of 1987, 42 U.S.C. 3543, requires applicants and residents to give the Indian Township Passamaquoddy Reservation Housing Authority the social security numbers of household members who are at least six (6) years of age. If you are an applicant and you have been issued or use social security numbers and you do not give them to the Housing Authority, the Housing Authority is required to reject your application for housing assistance. If you are receiving housing assistance and you have been issued or use social security numbers and you do not give them to the Housing Authority, the Housing Authority is required to evict your family or withdraw your housing assistance.

The U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et. seq., and the Housing and Community Development Act of 1981, Public Law 97-35, 85 stat., 348, 408 require applicants and residents to provide the information as listed in the above paragraphs to the Housing Authority. If you are an applicant and you fail to give the Housing Authority this information, the Housing Authority may have to reject your application or delay acting on it. If you are receiving housing assistance and you do not give the Housing Authority this information, the Housing Authority may have to evict you or withdraw your housing Assistance.

I have read the Federal Privacy Act Statement on _____

Signature of Head of Household _____

pg. 2, 30 day Notice of Termination

In the event you disagree with the above mentioned termination, you have the right to request an informal conference. Your request must be personally presented (phone calls are not accepted) orally or in writing within seven(7) days from receipt of this NOTICE.

If during the informal conference you present evidence or assurance, satisfactory to the Housing Authority Director that the reasons for the termination no longer exist and that you will hereafter carry out your obligations under the applicable lease agreement, the Housing Authority Director may rescind this Notice of Termination. Such evidence or assurances must be delivered to the Director by you in person.

If you attend the informal conference with the director and still disagree with his/her decision, you may then request in writing within 2 days after the informal conference a formal hearing before the Indian Township Passamaquoddy Reservation Housing Authority Board of Commissioners. Their decision is final.

FAILURE TO REQUEST AN INFORMAL CONFERENCE AS SET OUT ABOVE WILL BE DEEMED A WAIVER BY YOU OF YOUR RIGHT TO A HEARING ON THIS MATTER.

Tammy Sabattus, Executive Director

Date

Served this _____ day of _____, 199____,

To: _____.

Delivering Person: _____

U.S. Department of Housing & Urban Development
Office of Public and Indian Housing

Authorization for the Release of Information Housing Agencies

PHA/HA requesting release of Information
(name, address, telephone, & date):

Indian Township Passamaquoddy
P.O. Box 99
Princeton, Maine 04668
(207)-796-8004

Date _____

This form cannot be used to request a copy of a tax return.
Instead, use IRS form 4506, *Request for a Copy of Tax Form*.

Sensitive Information: The consent granted by this form may be used as a basis to collect sensitive information which is protected by the Privacy Act. Such information will not be disclosed or released outside of HUD except to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. Please see the Federal Privacy Act Statement for a more detailed description of your privacy rights.

Purpose:

This form enables the U.S. Department of Housing and Urban Development (HUD) and the above named Public Housing Agency or Indian Housing Authority (HA's) to secure your signature and the signature of each member of your household who is 18 years of age or older for purposes of obtaining employee income information from current and previous employers and wage and claim information from the State Wage Information Collection Agency (SWICA).

Computer Matching Notice & Consent:

I understand that a Public Housing Agency, Indian Housing Authority, or HUD may conduct computer matching programs with other governmental agencies including Federal, State, Tribal, or local agencies.

The governmental agencies include:

- U. S. Office of Personnel Management
- U. S. Social Security Administration
- U. S. Department of Defense
- U. S. Postal Service
- State Employment Security Agencies
- State Welfare and Food Stamp Agencies

The match will be used to verify information supplied by my family.

Employment Information:

I also authorize the above named HA and HUD to obtain information about me and my family that is pertinent to employment income information from current and previous employers:

Conditions:

I agree that photocopies of this authorization may be used for the purposes stated above.
If I or any adult member of my family fail to sign this authorization, I understand that this action may constitute grounds for denial of eligibility or termination of assistance or tenancy, or both.

State Wage Agencies:

I authorize only HUD, a Public Housing Agency, or an Indian Housing Authority to obtain information on wages or unemployment compensation from State Agencies charged with the State unemployment law.

Signature, Printed Name of the Head of Household & Date:

Signature, Printed Name of Spouse Other Adult Member of the Household & Date

X

X

Signature, Printed Name of Other Adult Member of the Household & Date:

Signature, Printed Name of Other Adult Member of the Household & Date:

X

X

Indian Township Housing Authority

P. O. BOX 127
PRINCETON, MAINE 04668
TELEPHONE (207) 796-2301 EXT. 34

past due
rent notice

TO

Date of Notice	Rent Due	Late Charges	Other Charges	TOTAL AMOUNT DUE

IMPORTANT:

We have not yet received your rent this month.
Please make payment immediately in accordance
with the terms and conditions of our rental agreement.

Thank You

▲
PAY THIS AMOUNT

Indian Township Passamaquoddy Reservation

HOUSING AUTHORITY

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

NOTICE OF DELINQUENCY

TO: _____ Housing Unit # _____

Prompt payment of your homebuyer or rental payment is a requirement for continued occupancy by a tenant or homebuyer in a housing unit operated by the Indian Township Passamaquoddy Reservation Housing Authority. Payments not received at the Indian Township Passamaquoddy Reservation Housing Authority office by the tenth (10) day of the month are considered delinquent.

A demand for immediate payment of the following amount delinquent \$_____ is being made. Incorporated into this figure is a \$3.00 collection processing fee.

If you have had unforeseen problems regarding your payment obligation you can make an appointment to meet with the Executive Director of the Indian Township Passamaquoddy Reservation Housing Authority. This meeting will determine if your circumstances warrant special arrangements to allow you to pay the delinquent amount over a reasonable period of time.

Upon the expiration of ten (10) days from receipt of this notice, and if you have not paid the delinquency in full or made approved payment arrangements with the Executive Director of the Indian Township Passamaquoddy Reservation Housing Authority, your delinquency will be referred to the appropriate Court for collection and the Housing Authority will proceed in termination of your occupancy agreement and subsequent eviction.

Executive Director

Date

SERVED THIS _____ DAY OF _____, 199____,

TO _____

DELIVERING PERSON OR OFFICER: _____

Indian Township Passamaquoddy Reservation
HOUSING AUTHORITY

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

THIRTY DAY NOTICE OF TERMINATION

TO: _____ HOUSE #: _____

PLEASE TAKE NOTICE that your tenancy and

____ Rental Lease Agreement

____ Turnkey Agreement

____ Mutual Help and Occupancy Agreement

of the below described premises, of which you now hold possession, is terminated effective at the expiration of thirty (30) days from the receipt of this NOTICE. Said premises is situated at _____, Indian Township, Princeton, County of Washington, State of Maine, and commonly known as house or apartment # _____ of Project ME-14-_____.

Good cause exists for terminating your tenancy and agreement.
Said cause is for:

This NOTICE is given for the purpose of terminating your tenancy and applicable agreement of the above described premises within the period of thirty (30) days after the service of this NOTICE upon you.

If you fail to quit and vacate the above-named premises within thirty (30) days after service of this NOTICE upon you, appropriate legal proceedings will be instituted against you to obtain possession, and such proceeding could result in a judgement against you which could require you to pay costs, attorney's fees and necessary disbursements as approved by law.

Indian Township Passamaquoddy Reservation

HOUSING AUTHORITY

P.O. Box 99 • Princeton, Maine 04668 • (207) 796-8004

NOTICE TO QUIT

TO: _____ of Indian Township, in the County of Washington and State of Maine.

You are hereby notified and required to quit possession or occupancy, move out and deliver up to the Indian Township Passamaquoddy Reservation Housing Authority at the expiration of Thirty (30) days from the _____ day of _____, 199____, the following described premises situated at Indian Township, Princeton, Maine, to wit:

Unit # _____, of Project 14-_____ at Indian Township

for the following reason(s):

Dated: _____, 199____

For the Indian Township Passamaquoddy
Reservation Housing Authority

I HEREBY CERTIFY, that on the _____ day of _____, 199____, I gave in hand to _____, above-named, the original notice of which the above is a true copy.

(signature of server)

STATE OF MAINE
Washington, ss.

_____, 199____

Then personally appeared _____ and made oath that the above-affidavit by said affiant subscribed is true.

Notary Public