

NINILCHIK INDIAN HOUSING PROGRAM

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Modernization/Rehabilitation Program

When signing with the E-signature you will be agreeing to all areas requiring a signature. You are required to sign the Release of Information Page and submit that to the Housing Programs Office.

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Ninilchik Indian Housing Program
Modernization/Rehabilitation Program

The Ninilchik Indian Housing Program (NIHP) has established a program targeted for repairs and upgrades of homes for our enrolled Tribal members, and other Alaska Natives, American Indians who are not currently enrolled and are elderly, disabled, and/or low income. Policies and procedures have been made to allow NIHP to provide the following services; ensuring units are handicapped accessible; ensure that health and safety issues are repaired; work to improve energy upgrades; and general repairs. **This is a once in a lifetime award for AK Natives/American Indians and per home/household.** Dollar amount is dependent upon project cost and funding available. Project approval is through the NTC Executive Director and the Ninilchik Traditional Council. Basic guidelines are that applicants are enrolled Tribal members, elderly, disabled, low-income and/or not currently enrolled Alaska Native and American Indians that have established a need and reside within our tribally designated boundary area.

Because of a law passed by Congress, all homes built before 1978 will need to be tested for Lead-Based Paint prior to receiving Federal Funds. The intent of this law is to lower the chance for lead related poisonings in children through the ingestion of lead paint. Unfortunately, as of yet Alaska is not in a position to follow through with this at a reasonable cost for programs such as ours. Therefore, we now require that the applicant provide proof of when the applicant's home was built. If the home was built before January 1st 1978, NIHP requires a Certification of no lead in your home from an EPA Certified Inspector/Firm.

Additional maximum assistance restrictions apply to Modular, Manufactured, and Trailer/Mobile homes as follows:

1. The Home must be built after 1990 and be able to provide proof, with title or other documentation supplied by manufacture, (Compliance Certificate that is found within the home).
2. Must be on a sound foundation, not just jacks, wood or concrete blocks stacked upon one.
 - Unless; the grant is to be used to put the home onto a permanent foundation.

For Modular and Manufactured homes - with the HUD-code standard in place but built before 1990.

Homes built before 1990 but after 1980 are eligible for a maximum \$20,000 grant amount, if they meet the following criteria listed below.

1. Must have proof with title or other documentation supplied by manufacture, (Compliance Certificate that is found within the home) showing that it is within the Programs timeline.
2. Must be on a sound foundation, not just jacks, wood or concrete blocks stacked upon one other.

All other Trailer/Mobile homes, Modular or manufactured homes falling outside of these parameters are not eligible for the Rehab Program's assistance.

If you are interested in, and agree to all guidelines, then please fill out the application and provide all the necessary information to be placed on the waiting list for Mod/Rehab program.

**The following is a set of guidelines for funding through our grants and lien system:
(Subject to change according to funding)**

0 - \$ 5,000.00 No right to lien, no re-payment will be expected from the participant

5,001.00 - \$60,000.00 Right to lien per NAHASDA Section 256.9.

No re-payment is required within the established time unless you sell or are found non-compliant within the established time frame. If settlement is necessary, you will repay the full amount of costs associated with this grant based on payback scale.

** \$20,000.00 *** Limit on mobile homes.....

I have read the above statement and understand and agree to all terms made by NIHP and the selected contractor.

_____/_____/20_____
Applicant Date

_____/_____/20_____
Co-Habitant Date

Modernization/Rehabilitation Program
Participant Program Conditions Checklist.

You are required and must agree to all the following conditions before your application will be processed.
Please read and understanding each condition.

1	The Program requires that if during the contract period you should rent or sell your home, you will be required to do so to a low-income Alaskan Native/ American Indian or repay the balance owed to the NIHP to clear your contract with the NIHP. Verification of eligibility will be required & conducted by NIHP staff on prospective buyers/renters.	
2	You will agree to allow NTC to place a “Deed of Trust” against your property for the required payback period.	
3	The applicant/s know and agree that applicant’s insurance company will list the Ninilchik Traditional Council (NTC) as an “Additional Interest” and NTC shall be notified when insurance lapse, or if there is an incident where insurance is issued. Applicant will need to provide proof of meeting this requirement before any work can begin. This will need to be done for two (2) years after the project is completed. If applicant does not have insurance, please notify Staff so they can assist with alternative ways to assist.	
4	*The applicant/s knows and agrees, that upon being notified by letter of “Eligibility of Income” from the Ninilchik Indian Housing Programs, that they will then be listing in order of preference the work they would like conducted on the “Final Scope of Work”. The applicant/s knows and agrees that at this time they will be signing a “Right to Lien” for no more than \$60,000. Applicant/s understands and agrees that after this point, if they should: cancel their rehab request <i>or</i> make any changes or alterations to the “Final Scope of Work” it will result in the “Right to Lean” being activated and applicant/s will not be eligible for any further Housing Programs until the “Right to Lien has been cleared.	
5	You must provide proof of age of home. All homes built before 1/1/78 must have a Certification of no Lead-Based Paint present from a Certified Inspector / Firm.	
6	All repairs will be contracted out through Ninilchik Traditional Council, Procurement Officer/Finance Department. An appointed Housing Representative will do oversight of the job.	
7	Before any work begins on the participant’s house, the homeowner, contractor and NIHP rep will review the scope of work, addressing any moving or removal of household goods and an agreed upon time schedule for work and proposed job completion.	
8	It is agreed upon that the Applicant will not have or allow any household member or anyone else to discuss the scope of job directly with the Contractor or make changes to or from the scope of the job originally agreed on.	
9	Any complaints or concerns will be addressed to the NIHP case representative and not to anyone else.	
10	Applicant also understands that any breach of these rules or over complaining may and can result in immediate termination of the job and applicant can be made subject to re-pay for work already done and for all attorney fees associated with termination of job from both NTC and the awarded Contractor.	
11	Any disagreement to this agreement will be addressed and resolved prior to the application being reviewed by staff.	

* Ninilchik Traditional Council reserves the right to waive these if applicant follows proper grievance procedures and can show just cause.

I have read and understand the above conditions and agree to all the terms made by NIHP.

_____/_____/20_____
Applicant Date

_____/_____/20_____
Co-Habitant Date

NINILCHIK INDIAN HOUSING REHAB/MOD PROGRAM

NAHASDA INCOME LIMITS

**The current Kenai Peninsula income limits
are listed on our website at:**

NinilchikTribe-nsn.gov/housing

Please note that the “*Minimum Income Limits*” only applies to the Homeownership Program. You must be at or Under the 80% Median Income to qualify for this or all other programs

Ninilchik Indian Housing Program
Modification/Rehabilitation Program
Application Checklist

Please Provide All Information Below.

Remember applications will NOT be started until ALL Information is provided.

- Application form - completely filled out and signed.
- Past 3 years signed income tax forms w/ 1099's & W-2's that were submitted to IRS. . Or letter from the IRS, stating that you didn't have to file for each of the last 3 years.
- Proof of income for entire household age 18 and over, for the last 12 months.
- Divorce Decree (if it applies to you).
- BIA or CIB Card- Certification of Indian Blood (issued by the Bureau of Indian Affairs).
- Picture ID, Drivers License or Passport.
- Original Social Security Cards or CLEARLY shown on Drivers license or State ID card for Applicant & Co-Applicant. Soc. Sec. cards for all household members.
- Birth certificates & Social Security Cards for each child.
- If Disabled- Proof of Disability from Doctor or other legal source stating disability.
- Proof of income for entire household for last 30 days. *Paystubs, Pensions, Social Security, Disability Payments, VA payments, ATAP-AFDC-FS-AAP printout, Unemployment Benefits payment stubs, Child Support, Alimony.*
- Any Native Dividends received monthly, semi annual, or yearly.
- Any other payments received monthly, semi annual, or yearly.
- Quit Claim, Warranty Deed or Title for home to be worked on.
- Tax Appraisal for home to be worked on.
- Current Property Tax Bill showing that all property taxes are paid up and current.
- Proof of Age of Home.
- Pre 1978 Homes must have a Certification that the home is Lead-Based paint free from a Certified Inspector/Firm.
- Modular, Manufactured home must provide proof with title or other documentation the age of the home.

Please remember, if information is not brought with you it will only delay the approval process.

If you have questions or if you need to make an appointment please call Danielle or Bob at (907) 567-3313

I have read and supplied the above information and understand that providing false information will disqualify me and can result in legal action.

_____ / ____ / 20
Applicant's Signature *Date*

_____ / ____ / 20
Spouse/Co-Habitants Signature *Date*

Ninilchik Indian Housing Program
Modernization/Rehabilitation Program

Application

Date: _____

Other Names Used: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____ Cell _____ Message _____

E-mail Address: _____

Village: _____ Tribe: _____

Emergency Contact (Name & Number): _____

Please give directions to your home: _____

High School Graduate? Yes ___ No ___ GED _____

Are you a Veteran? Yes ___ No ___

Cohabitant a Veteran? Yes ___ No ___

Monthly Expenses

Shelter Expense	Amount	Misc. Expenses	Amount
House Payment/ Rent		Car Payment	
Electricity		Car Insurance	
Heating		Groceries	
Phone (Base Charge Only)		Child Care	
Home Insurance		Other	
Other		Other	

Current Employment and /or Education/ Training Activity

Application Information	Applicant	Spouse/Co Habitant
Job Title/ Course of Study		
Employer / Training Institute		
Address		
Contact Person		

To Be Filled Out By Staff Official

Please Review to Make Sure All Information is Supplied.

Verification of Identity

Head () Drivers License/ State ID # _____ Exp. Date: ____ / ____ / 20 ____
() Birth Certificate – State of Issue: _____
() Other – Describe: _____

Spouse () Drivers License/ State ID # _____ Exp. Date: ____ / ____ / 20 ____
() Birth Certificate – State of Issue: _____
() Other – Describe: _____

Verification of Indian Blood

BIA Card () Tribe: _____ Roll # _____
Tribe Card () Tribe: _____ Roll # _____
Other () Describe: _____ Roll # _____

Verification of Homeownership

Warranty Deed: _____ Quit Claim: _____ MHOA: _____
Tax Valuation or Appraised Value: \$ _____ Balance Owing? Yes ___ No ___
Statement from Lending Institution showing current balance owing: \$ _____
Name of Lending Institution: _____ Ph: _____

Verification of Other Assets

Type of Asset: _____
Current Balance: \$ _____ Interest Rate: \$ _____

Type of Asset: _____
Current Balance: \$ _____ Interest Rate: \$ _____

Verification of Income

Source	Amount	Per Month/ Week/ Bi-Week	Verified By

CLIENT RIGHTS/RESPONSIBILITIES

Rights

The Client has a right to...

- ❖ Be treated with respect.
- ❖ Be treated without regard to race, color, creed, national origin, religion, sex, sexual preference or age.
- ❖ Be treated without regard to disability unless treatment being provided makes treatment hazardous to the individual.
- ❖ Have all personal information treated in a confidential manner.
- ❖ Review his/her file with an appropriate staff present.
- ❖ Be fully informed regarding any and all fees associated with his/her services received from NIHP.

Responsibilities

The Client has the responsibility to.....

- ❖ Treat NIHP staff with respect.
- ❖ Be accurate and complete as possible when providing information to NIHP.
- ❖ To carry out NIHP program rules and regulations related to the program he/she is applying for.
- ❖ Actively participate in decision and perform those activities made in the decision making process regarding any services received from NIHP.
- ❖ Inform NIHP staff of any changes in address, income, etc.

CLIENT GRIEVANCE PROCEDURE

A procedure has been established and maintained by Ninilchik Indian Housing Programs to assist clients in resolving any complaints or grievances arising from a real or perceived violation of client rights.

No specific form is necessary to file a grievance, however a grievance must be in writing. You must clearly state the problem(s) by detailing the action taken or not taken by NIHP staff and outline possible solutions and / or resolutions.

An earnest effort will be made by NIHP staff to resolve problems encountered during all stages of program participation. The following steps outline the recommended procedure for attempting prompt resolutions to complaints/grievances regarding the service components of the Ninilchik Indian Housing Program:

1. Submit a complaint in writing to the NIHP Housing Director. An informal meeting will be scheduled to discuss the complaint. If the complaint cannot be resolved informally, the Housing Director shall, within 10 days after the receipt of the complaint, issue a written decision and inform the opportunity to further appeal the matter outlined in Step 2 below.
2. If unsatisfied with the written decision by the Housing Director, submit an appeal, in writing too the Ninilchik Traditional Council, C/O Executive Director, P.O. Box 39070, Ninilchik, AK 99639. A hearing will be scheduled within 30 days of receipt of the appeal. The Executive Director will issue a written response within 10 days of the hearing with the Ninilchik Traditional Council.

Things You Should Know

Don't risk your chances for Federally assisted housing by providing false, incomplete, or inaccurate information on your application and rectification forms.

PURPOSE This is to inform you that there is certain information you must provide when applying for assisted housing. There are penalties that apply if you knowingly omit information or give false information.

PENALTIES FOR COMMITTING FRAUD The United States Department of Housing and Urban Development (HUD) places a high priority on preventing fraud. If your application or rectification forms contain false or incomplete information, you may be:

- * Evicted from your apartment or house:
- * Required to repay all overpaid rental assistance you received:
- * Fined up to \$10,000.00:
- * Imprisoned for up or 5 years; and/or
- * Prohibited from receiving future assistance.

Your State and local governments may have other laws and penalties as well.

ASKING QUESTIONS When you sit down with the person who fills out your application, you should know what is expected of you. If you do not understand something, say so. That person can answer your question or find out what the answer is.

COMPLETING THE APPLICATION When you give your answers to application questions, you must include the following information:

Income:

- * All sources of money you and any "adult" member of the family receive (wages, welfare payments, alimony, social security, pensions, etc.).
- * Any money you receive on behalf of your children (child support, social security for children, etc.).
- * Income from assets (interest from a savings account, credit union, or certificate of deposit, dividends from stocks, AK Perm Dividend, etc.).
- * Earnings from a second job or part time job.
- * Any anticipated income (such as a bonus or pay raise you expect to receive).

Assets:

- * All bank accounts savings bonds, certificates of deposit, stocks, real estate, etc. that are owned by you or any adult member of your family/household who will be living with you.
- * Any business or asset you sold in the last 12 months 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 the 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, State, or private agencies to verify that it is correct.

Recertifications

You must provide updated 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 rectify. You must report on rectification forms:

- * All income changes, such as pay increases or benefits, change 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 valve.

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 the money you pay.**
- * **Get a written explanation if you are required to pay any money other than rent (such as maintenance charges, etc.).**

Reporting Abuse

If you are aware of anyone who has falsified an application, or if anyone tries to persuade you to make false statements, report them to the manager of your project or PHA. If you cannot report to the manager, call the local HUD office or the HUD hotline at **(202) 472-4200**. This is not a toll free number. You can also write to the HUD Hotline, Room 8254, 451 Seventh Street, S.W., Washington, D.C. 20410.

I have read and understand this bulletin:

Applicant: _____ Date: _____

Co-Habitants: _____ Date: _____

Access, Waiver of Liability & Hold Harmless Agreement

1. In consideration for _____, I give _____ access to _____.

2. In consideration for participating in _____ and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE _____, the officers, agents and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of actions whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me while participation is such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

3. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss of damage to property owned by me as a result of being engaged in such an activity.

4. I agree to HOLD HARMLESS THE RELEASEES from any loss, liability, damage or cost, including court costs and attorney's fees, that may incur due to my participation in said activity.

5. I UNDERSTAND THAT THE RELEASEES WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COST ASSOCIATED WITH AN INJURY I MAY SUSTAIN.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Access, Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent, and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand on this Date of: ____/____/20____.

Participant: _____

Witness: _____ Date: ____/____/20____.



Ninilchik Indian Housing Program
Modernization/Rehabilitation Program
Housing Assistance Agreement & Payback Schedule

I (We) _____ of _____,
Alaska, hereinafter referred to as 'Participant' in consideration for being awarded housing assistance in an amount estimated not to exceed \$30,000 from the Ninilchik Indian Housing Programs (NIHP), a recipient of an Indian Housing Block Grant from the U.S. Department of Housing and Urban Development, hereby agree to the following conditions on which the housing assistance is made and received.

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

Scope of Work Description:

Participant agrees to maintain the property, building and improvements receiving this housing assistance as its principal residence for the useful life of the housing assistance, for the established 2 years from the date of this Agreement. In the event of the death of the Participant, prior to the end of the term of this Agreement, the conditions of this Agreement shall be binding on any or all persons who succeed the Participant's interest in the property, buildings or improvements for which this Agreement is made. In case of Sale of or Rental of said property, the applicant will notify the NIHP in writing of such intent. The applicant is now made aware by signing this agreement that the Ninilchik Traditional Council has the right to waive any and all amounts owed to them in the case of default as long as the NIHP was notified by the applicant of there intentions in written form.

Legal Description of Property:

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

Pay Back Schedule

If Participants sells, rents, abandons, or vacates the property or otherwise fails to meet its obligations under this Agreement, the Participants shall repay NIHP all or a portion of the total cost of assistance based on the following pay back schedule.

Year of Use	Percent:	Amount of Pay Back
1	100%	_____
2	50%	_____

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

Participant:

Signed: _____ Date: _____

Signed: _____ Date: _____

Ninilchik Indian Housing Programs

Signed: _____ Date: _____

STATE OF ALASKA)
)ss
_____) JUDICIAL DISTRICT)

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

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____

Notary Public in Alaska, 3rd District.

Notary: _____

My Commission Expires: _____

Return To: Ninilchik Indian Housing Program
P.O. Box 39070, Ninilchik, AK 99639

Right To Lien

I, _____, & (if applicable) _____, hereby understand and give consent that a "Right to Lien" be placed by the Ninilchik Traditional Council (hereon to be referred to as NTC) for Rehab work to be done on my place of residence, located at physical address:

This right to lien will only be put into effect if I/we should terminate our rehab request for assistance after having received the "Final Letter of Approval" from the Ninilchik Indian Housing Programs (hereon to be referred to as NIHP). I will be notified by NTC within 60-days of my default of agreement with the NIHP Rehab Program and understand that this "Right to Lien" will be put in place upon the property listed above.

I/we understand that this Right to Lien is to recapture all costs occurred through my/our rehab request. Recapture of funds shall be limited to only cost directly associated with this requested project, such as but not limited too; Ninilchik Traditional Council staffs time involved with processing this rehab request, advertisement costs, furnishing of labor of hired engineer/s, contractor/s, sub-contractor/s, their crew/s, any furnishing of materials that can not be returned, any restocking fees associated with material returns, any service equipment hired for the rehab requested and any costs directly associated with the rehab request not mentioned in the above.

By signing below I am stating I understand and except all the above conditions and am signing freely and voluntarily on my own accord. And understand that if activated; this "Right to Lien" shall remain in force until I/we have made repayment to the Ninilchik Traditional Council in the amount of \$30,000.00 dollars for said services, unless amount owed is decreased or waived upon Ninilchik Traditional Council decision.

Applicant Signed: _____ Date: _____

Co-Habitant Signed: _____ Date: _____

STATE OF ALASKA)
)ss
3rd JUDICIAL DISTRICT)

I, the undersigned Notary Public for the State of Alaska do hereby certify that I have witnessed the signature/s of _____ & _____, As being signed freely and voluntarily and agreeing to the Housing Assistance Agreement and Pay Back Schedule and its conditions.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20 _____

Notary Public in Alaska, 3rd Judicial District.

Notary: _____

Seal:

My Commission Expires: _____

