

PALAU HOUSING AUTHORITY  
REPUBLIC OF PALAU  
EMERGENCY HOUSING LOAN PROGRAM

REHABILITATION AND NEW CONSTRUCTION

RULES AND REGULATIONS

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Table of Contents

|      |  | <u>Page</u> |
|------|--|-------------|
| 1.0  | PURPOSE.....   | 4           |
| 2.0  | LOAN AMOUNTS.....  | 4           |
| 2.1  | ELIGIBLE COSTS FOR LOAN AMOUNT.....                                | 4 & 5       |
| 2.2  | INTEREST RATE.....   | 5           |
| 2.3  | TERM AND PAYMENT.....  | 5           |
| 2.4  | REPAYMENT ANALYSIS.....  | 5           |
| 2.5  | CREDIT HISTORY.....  | 6           |
| 2.6  | PROMISSORY NOTE AND MORTGAGE.....                                  |             |
| 2.7  | SALE, CONVEYANCE OR TRANSFER OF PROPERTY .....                     | 6           |
| 2.8  | ASSUMPTION OF LOAN BY HEIR.....                                    | 6           |
| 2.9  | FAILURE TO MAKE PAYMENTS REQUIRED .....                            | 7           |
| 2.10 | REPAYMENT.....   | 7           |
| 2.11 | PLACE OF PAYMENT.....  | 7           |
| 3.0  | APPLICANT ELIGIBILITY.....   | 7           |
| 3.1  | INCOME ELIGIBILITY.....  | 7 & 8       |
| 3.2  | OWNERSHIP.....   | 8           |
| 3.3  | OCCUPANCY.....   | 8 & 9       |
| 4.0  | PROPERTY ELIGIBILITY.....  | 9           |
| 4.1  | LOCATION.....  | 9           |
| 4.2  | DWELLING QUALIFICATION CHARACTERISTICS .....                       | 9           |
| 4.3  | TYPE OF IMPROVEMENTS.....  | 9           |
| 4.4  | DWELLING ELIGIBILITY INSPECTION.....                               | 9           |
| 4.5  | DWELLING ELIGIBILITY CONFERENCE.....                               | 10          |
| 5.0  | CONSTRUCTION CONTRACT REQUIREMENT.....                             | 10          |
| 5.1  | SPECIFICATIONS.....  | 10          |
| 5.2  | CONTRACTOR SELECTION.....  | 11          |
| 5.3  | CERTIFICATE FOR REASONABLE COST.....                               | 11          |
| 5.4  | CONTRACT AWARD.....  | 11          |
| 5.5  | CONSTRUCTION CONTRACT.....   | 12          |
| 5.6  | NOTICE TO PROCEED.....   | 12 & 13     |
| 5.7  | PROGRESS PAYMENTS.....   | 13          |
| 6.0  | APPLICATION PROCESSING PROCEDURES .....                            | 13          |
| 6.1  | APPLICATION PERIOD.....  | 13          |
| 6.2  | APPLICATION LOCATION.....  | 14          |
| 6.3  | APPLICANT SELECTION AND PRIORITY.....                              | 14          |
| 6.4  | CONFIDENTIALITY.....   | 14          |
| 6.5  | APPLICANT PROCESSING PROCEDURES .....                              | 15          |
| 7.0  | GUIDELINES FOR HOMEOWNER REHABILITATION<br>AND RECONSTRUCTION..... | 16          |
| 7.1  | EFFECTIVE DATE.....  | 16          |

These Rules and Regulations of the Emergency Housing Loan Program are adopted by the PHA resolution number 2003-01, dated March 12, 2003.

PALAU HOUSING AUTHORITY  
REPUBLIC OF PALAU  
EMERGENCY HOUSING LOAN PROGRAM

EMERGENCY HOUSING LOAN PROGRAM RULES AND REGULATIONS

1.0 PURPOSE

The purpose of the Emergency Housing Loan Program is to provide immediate, low cost and long term loans to families in the Republic of Palau whose homes are destroyed or otherwise rendered uninhabitable as a result of damage done by natural disaster or fire. Palau Housing Authority administers this program created under RPPL No. 6-26 Section 25. The stated intent of RPPL No. 6-26, Section 25 is to afford immediate and specific relief to the citizens of Palau whose lives and property may be threatened as a result of damage done by natural disaster or fire, and to restore essential services as soon as possible to protect public health, welfare and safety.

2.0 LOAN AMOUNTS

- a. Minimum and Maximum Loans: Loans are available from a minimum of Five Hundred Dollars (\$500.00) to a maximum of Thirty Thousand Dollars (\$30,000.00).
- b. Conformance to PHA's Housing Quality Standard (HQS): The loan funds must be used to correct dwelling deficiencies caused by natural disaster or fire. The rehabilitation or construction must conform to the minimum Housing Quality Standards (HQS) of the PHA.
- c. The loan amount available to any borrower shall not exceed the actual amount needed to make specific repairs to correct dwelling deficiencies, or the actual amount needed for new construction if the dwelling was destroyed.

2.1 ELIGIBLE COSTS FOR LOAN AMOUNT

- a. Composition of Loan Amount: All loan amounts shall be the total applicable costs for the dwelling rehabilitation or reconstruction including, but not limited to material and supplies, construction contract amount, change order amount, credit report fees, recordation fees, document preparation fees, notary fees, inspection fees, and applicable administrative processing costs. Only actual costs for services charged to the Palau Housing Authority or the homeowner are eligible costs for the loan amount.
- b. Application Fee: No loan applicant will be charged any fee for applying for a loan or a fee for qualifying under this program by the Palau Housing Authority.

2.2 INTEREST RATE

- a. The annual rate of interest charged on the outstanding principal balance of the loan is

three percent (3%) pursuant to Section 25 of RPPL No. 6-26.

### 2.3 TERM AND PAYMENT

- a. Interest Bearing Loans: The term of the loan for all loans shall be determined by the following schedule. All interest bearing loans shall be fully amortized over the term of the loan to produce equal monthly payments:

| LOAN AMOUNT         | LOAN TERM | REPAYMENT            |
|---------------------|-----------|----------------------|
| \$500 - \$2,499     | 3 Years   | Amortized 36 months  |
| \$2,500 - \$4,999   | 5 Years   | Amortized 60 months  |
| \$5,000 - \$7,999   | 10 Years  | Amortized 120 months |
| \$8,000 - \$14,999  | 15 Years  | Amortized 180 months |
| \$15,000 - \$19,999 | 20 Years  | Amortized 240 months |
| \$20,000 - \$30,000 | 30 Years  | Amortized 360 months |

- b. Extended Terms: Extended loan terms may be considered by the Board where a financial hardship exists with the repayment ability of the applicant. The applicant must provide documentation to justify that their household income is not sufficient to provide for an adequate standard of living with the specified loan repayment terms above.

### 2.4 REPAYMENT ANALYSIS

- a. Interest Bearing Loans: A loan repayment analysis will be calculated for all applicants eligible for interest bearing loans to determine the debt service loan affordability within the household income. Income of applicant's children not living in the household may be considered if promissory note is executed by children of applicants. No loan shall be granted unless sufficient household funds or other sources of funds are available for loan repayments and no loan shall be granted where a repayment delinquency is likely to occur.

### 2.5 CREDIT HISTORY

- a. Credit Report: The applicant shall authorize the Palau Housing Authority to request written credit reports from known creditors including banks, credit unions and other business on all outstanding applicant loans and accounts. These reports will establish a credit history for the applicant to determine credit worthiness.
- b. Credit Risk: Information acquired from credit reports or title reports that indicate an applicant may be a credit risk shall require the Palau Housing Authority to review each

case and determine loan eligibility. Poor debt service history in the repayment of loans or accounts and especially mortgage loan delinquency are a credit risk and shall be sufficient reason for denial of a loan.

## 2.6 PROMISSORY NOTE AND MORTGAGE

- a. Promissory Note: All legal owners of the property to be rehabilitated or reconstructed must sign a promissory note, including children of the borrower who agree to repay the loan.
- b. Mortgage: All legal owners of the property to be rehabilitated or reconstructed must sign a mortgage document to secure the loan and protect the Palau Housing Authority from possible losses. Mortgage documents will be recorded with file Palau Land Court and the Judiciary.
- c. Loan Agreement: All legal owners of the property to be rehabilitated or reconstructed are required to execute a loan agreement.

## 2.7 SALE, CONVEYANCE OR TRANSFER OF PROPERTY

The outstanding balance of the loan, including the principal amount, interest due, late charges, and any other amounts that may be due shall be immediately paid in full to the Palau Housing Authority upon the sale, conveyance, or transfer of any possessory interest, in any manner whatsoever, of the real property rehabilitated and mortgaged under this loan program, unless transfer of title to the property is through the laws of descent by devise or the maturing of a future interest to a family member who would otherwise qualify under the rules established by the Palau Housing Authority.

## 2.8 ASSUMPTION OF LOAN BY HEIR

At the sole discretion of the Palau Housing Authority, the loan may be assumed by a legal heir of the deceased owner occupants of the rehabilitated or reconstructed real property. This assumption exception will only be allowed where transfer of title is through the laws of descent or by devise to a family member who would otherwise qualify under Sections 3.0 through 3.3 of these regulations and who receives full, undivided interest in the property. The terms of an assumed loan shall be revised, eliminating any payment deferrals and requiring payments consistent with Section 2.3 of these regulations.

## 2.9 FAILURE TO MAKE PAYMENTS AS REQUIRED

- a. Late Charge for Overdue Payments: A late charge of 5% of the monthly payment due for each calendar month, or fraction of a calendar month, will be charged when payments are not made within fifteen (15) days of the due date. The Director may waive this charge for good cause only on a case-by-case basis.
- b. Default: The borrower will be in default if he or she fails to make payments as required or

breaches any of the terms and conditions of the loan agreement, promissory note or mortgage. Without prior notice, the Palau Housing Authority may immediately demand payment in full for all amounts due and owed. The Executive Director may in his / her discretion, and for good cause, grant up to 90 days to cure any default. Any such extension does not constitute waiver of any of the rights of Palau Housing Authority.

- c. Payment of Palau Housing Authority's Costs and Expenses: The Palau Housing Authority has the right to charge the borrower all reasonable costs and expenses, including attorney's fees and court costs, caused by the borrower's failure to pay.

## 2.10 REPAYMENT

There is no charge or penalty for total or partial prepayment of the principal amount at any time. However, if the borrower makes partial prepayment and then fails to meet his regular payment thereafter, the prepayment shall be applied to his regular monthly payments.

## 2.11 PLACE OF PAYMENT

The principal amount, interest, late charges, or any other amounts due under the loan agreement shall be paid when due to the Office of the Palau Housing Authority, located at Laurentino's Building Dngerongel, Koror, Republic of Palau or at any such other place as the Palau Housing Authority may designate.

## 3.0 APPLICANT ELIGIBILITY

- a. Citizens of the Republic of Palau, whose principal and primary owned residence is damaged or destroyed by natural disaster or fire, may apply for a loan.
- b. Priority will be given to low-income families.

## 3.1 INCOME ELIGIBILITY

- a. The applicant's projected gross annual household income is considered in determining eligibility. Current income status will be verified through pay stubs and third-party verification. Applicants must provide the Palau Housing Authority with a certified copy of the most current Republic of Palau Income Tax Return.
- b. Live-in Attendants and Domestic Helpers: In determining household income, the income of live-in attendants will not be considered when a medical doctor verifies the necessity of a live-in companion, nurse, or attendant. A domestic helper income shall not be considered in computing household income.
- c. The Extended Family Concept: The extended family concept is when two or more families related or unrelated are living in the same household and at least one family is the owner of the dwelling unit. The two families share housing needs, which may include

physical, emotional or financial cooperation on a permanent and/or temporary basis. The Palau Housing Authority will review each case to determine household income and in its discretion, may not consider individual income of the second family if their stay is on a temporary basis.

- d. **Gross Annual Income:** Income eligibility is based on the projected annual gross income. Salaried incomes are to be converted to applicable yearly compensation by multiplying average weekly income times 52 weeks or bi-weekly income times 26.
- e. **Income Limits:** The income limits for the Emergency Housing Loan Program shall be the limits established by HUD for the Section 8 Program applicable to the Pacific Islands. These income limits are developed in accordance with Section 3(b) (2) of the United States Housing Act of 1937 as amended. Copies of the relevant HUD program documents are available at the PHA Office.

The HUD Area Office in Honolulu provides the Republic of Palau with a median income amount for determining income eligibility. This median family income is revised periodically and the Loan Program will use the most current median income base available.

### 3.2 OWNERSHIP

- a. The applicant must be a legal owner of record for the property to be rehabilitated or reconstructed. Verification of ownership will be confirmed by a legal document transferring title of ownership and properly recorded by a notary public or the clerk of court.
- b. All owners of record must agree to mortgage the property to be rehabilitated or reconstructed. Where there are more than two owners or where any owner resides outside of the Republic of Palau, then all owners of record shall sign an affidavit confirming their intent to encumber the property prior to eligibility approval of the applicant.

### 3.3 OCCUPANCY

- a. The applicant must be the occupant of the dwelling to be rehabilitated or reconstructed. Verification of occupancy may be confirmed by home address and/or neighborhood survey.
- b. The applicant will sign a certificate of occupancy at the loan closing which warrants the applicant will occupy the dwelling to be rehabilitated or reconstructed for at least one year after the date of the loan closing. Failure to occupy the rehabilitated or reconstructed dwelling for the minimum time period will be just cause for the Palau Housing Authority to accelerate the loan and require immediate payment in full.



#### 4.0 PROPERTY ELIGIBILITY 4.1 LOCATION

- a. The dwelling to be rehabilitated or reconstructed must be located in one of the sixteen (16) states of the Republic of Palau.
- b. The dwelling to be rehabilitated or reconstructed must be the principal / primary residence of the homeowner.

#### 4.2 DWELLING QUALIFICATION CHARACTERISTICS

- a. Only single family dwellings held in fee simple will be eligible for rehabilitation or reconstruction. A single family dwelling unit on leasehold property may be eligible for rehabilitation or reconstruction if the remaining unexpired term of the leased property is not less than 25 years.
- c. [sic] Renovations or reconstruction of existing dwelling units shall be limited in scope of work to only those damaged or destroyed by natural disaster or fire.

#### 4.3 TYPE OF IMPROVEMENTS

- a. Rehabilitation loan improvements may include substantial maintenance, repairs, and capital improvements. All these improvements must be permanent in nature. Improvements are to correct deficiencies caused by natural disaster or fire. No work will be permitted that violates any code, ordinance, regulations or law in effect at the time of the application.
- b. Reconstruction loans shall be used to rebuild dwellings that were destroyed by natural disaster or fire and where rehabilitation is not feasible, cost effective, or would not comply with the PHA's HQS.

#### 4.4 DWELLING ELIGIBILITY INSPECTION

- a. Each dwelling proposed for rehabilitation or reconstruction will be inspected by one or more PHA inspector or official to determine the eligibility of repairs or construction requested by the applicant.
- b. A Rehabilitation Inspection Report and Cost Analysis Form, will be completed for each dwelling inspected for the Emergency Housing Loan Program.

#### 4.5 DWELLING ELIGIBILITY CONFERENCE

- a. Procedure: Within two weeks after inspecting a dwelling for eligibility, at least one staff member, who has responsibilities within the rehabilitation loan program, will conduct a conference to discuss the dwelling unit's eligibility for rehabilitation or reconstruction under this program. The conference will be conducted by the inspector of the dwelling

who shall perform the following:

- (1) Review the dwelling Rehabilitation Inspection Report and Cost Analysis Form
  - (2) List all the repairs and improvements requested
  - (3) Establish a priority sequence for all repairs and improvements listed
  - (4) Eliminate ineligible items
  - (5) Estimate the cost of repairs to determine if the cost is within the limits of the loan program
  - (6) Summarize the results of the proceedings into an “Eligible Repairs and Improvements List” that is comprised of the Mandatory Repair Items. A concurrence of the Palau Housing Authority staff is necessary to approve this list.
- b. Loan Approval: The result of the Dwelling Eligibility Conference is then presented to the Board of Directors of the Palau Housing Authority during their regular meeting. The Board shall review the results and make a determination of the loan approval or disapproval. If a dwelling or the requested repairs are determined to be ineligible under these program guidelines, the applicant shall be so notified in writing by the Palau Housing Authority with reference to, the specific basis for ineligibility. If eligible for a loan, the applicant shall be informed in writing by letter stating general repayment conditions and the interest rate, the items eligible for repairs. The notice is a conditional loan commitment since the amount of the rehabilitation contract, and the reasonable cost certification are all future elements that must conform to the program guidelines.

## 5.0 CONSTRUCTION CONTRACT REQUIREMENT

### 5.1 SPECIFICATIONS

- a. After the applicant has approved the “Eligible Repairs and Improvements List”, the Palau Housing Authority will prepare detailed specifications for the work to be contracted out. The specifications will describe the work to be done and the materials and equipment needed.
- b. The Palau Housing Authority may provide drawings to clarify the work to be performed. These drawings are sketches and shall not be used by the contractor to acquire building permits.

### 5.2 CONTRACTOR SELECTION

- a. After negotiating with at least three (3) contractors, the homeowner may choose an eligible contractor and negotiate the price for the contract provided the Palau Housing

Authority approves the final contract price.

- b. The homeowner shall notify the Palau Housing Authority of the homeowner's contractor selection.

### 5.3 CERTIFICATE FOR REASONABLE COST

- a. Cost Certification: Prior to the homeowner awarding the construction contract to the homeowner's selected contractor, the Palau Housing Authority shall approve the proposed contract price by certifying that the proposed contract price is reasonable. Reasonable cost is that range of expense that is acceptable within the community for the services to be provided. The Palau Housing Authority shall be responsible to maintain data to verify reasonable cost.
- b. Unreasonable Cost: If the Palau Housing Authority is unable to justify the contractor's proposed price as a reasonable cost, the Palau Housing Authority shall notify the contractor in writing and identify the apparent unreasonable cost items. The contractor will be invited to provide evidence to justify his proposed price or to reduce his proposed price to a cost determined to be acceptable by the Palau Housing Authority standards. Upon failure of the contractor to justify or reduce any identified unreasonable cost, the homeowner shall have the option to select another contractor.

### 5.4 CONTRACT AWARD

- a. Contract Award: The Palau Housing Authority shall notify the homeowner of approval of the proposed contract price and prepare a contract award document for the homeowner's signature. The award document shall include the amount of each line item and specify which items, including mandatory and optional items, that are awarded and the total amount of the contract. The homeowner shall sign and date the award.
- b. Award Notice: The selected contractor shall receive a copy of the contract award document.

### 5.5 CONSTRUCTION CONTRACT

- a. Homeowner and Contractor Agreement: The construction contract is a formal agreement between the homeowner and the contractor to provide the rehabilitation or construction services for an agreed upon price. The Palau Housing Authority is not a party to the construction contract, however, the Palau Housing Authority in its role as lender, has the right to deny or withhold progress payments when contractual provisions are not followed.
- b. Contract Provisions: The construction contract provisions shall include, but will not be limited to, the following:
  - (1) Contract date,

- (2) Homeowner's name,
- (3) Contractor's name,
- (4) Contract amount,
- (5) Number of calendar days to complete the work,
- (6) Number of days the homeowner has to complete financial agreements, if any,
- (7) Number of days the contractor has to provide construction plans (if applicable),
- (8) Contractor's warranty for a one year period on the rehabilitation work provided,
- (9) Contractor's responsibility to provide all working drawings, surveys, and/or permits necessary,
- (10) Homeowner's responsibility to provide the contractor with utilities needed to perform the work.
- (11) Contractor's responsibility to provide a Payment Schedule, subject to the approval of the owner and the Palau Housing Authority,
- (12) Palau Housing Authority's right to inspect the rehabilitation or construction work,
- (13) Change order procedures,
- (14) Delays and extending contract time,
- (15) Contractor to be covered with liability insurance and/or a clause indemnifying the owner from liability during the term of the contract,
- (16) Contractor's and homeowner's right to terminate the contract, and [sic]

## 5.6 NOTICE TO PROCEED

- a. The work may not begin until the written "Notice to Proceed" is issued by the homeowner and the Palau Housing Authority. This notice may be issued when both the contractor and the homeowner have completed certain obligations specified in the construction contract.
- b. Contractor Requirements: Prior to issuance of the Notice to Proceed, the contractor shall:
  - (1) Provide to the homeowner and PHA copies of applicable building, planning, plumbing, and electrical plans and permit required to complete the work specified.
  - (2) Provide to the homeowner and PHA a set of approved plans and drawings, stamped or signed.
- c. Homeowner Requirements: Prior to issuance of the Notice to Proceed, the homeowner shall:
  - (1) Complete financial agreements to pay for the construction contract, including:
    - (a) Title report,
    - (b) Promissory note,
    - (c) Loan agreement,
    - (d) Mortgage agreement.

## 5.7 PROGRESS PAYMENTS

- a. Payment Authorization: The following individuals shall have joint authority to release payments made under the Construction Contract:
  - (1) Homeowner
  - (2) Housing Inspector
  - (3) Executive Director
  
- b. Payment Schedule: Progress payments may be made according to the following schedule:
  - (1) 30% of the contract amount at the delivery of materials to the project site and commencement of work,
  - (2) 30% of the contract amount when 50% of the construction work is complete, (3) 30% of the contract amount when 80% of the construction work is complete, (4) 10% of the contract amount when 100% of the construction work is complete, the notice of completion is published, applicable warranties are submitted, and the contractor submits all national and state tax clearance forms.

## 6.0 APPLICATION PROCESSING PROCEDURES [sic]

### 6.1 APPLICATION PERIOD

Applications are available and accepted for processing as soon as all documentation requirements are submitted.

### 6.2 APPLICATION LOCATION

Application forms are available at the Palau Housing Authority office. Applications shall be submitted in person by one of the applicants at the Agency's office whose address and telephone number are:

PALAU HOUSING AUTHORITY OFFICE  
LAURENTINO'S BUILDING  
DNGERONGEL, KOROR  
REPUBLIC OF PALAU 96940  
(680) 488- 6207 AND 488-2442

### 6.3 APPLICANT SELECTION AND PRIORITY

- a. Applicant Selection: Completed applications shall be processed for eligibility in the order they are received at the Palau Housing Authority Office, unless the applicant is a priority applicant. (see below) Priority applicants will be advanced on the processing list before any non-priority applicants. All eligible applicants will be placed on a selection list. An

applicant may advance ahead of another applicant on the processing list to the selection list if all income and asset verification documentation is received by the Palau Housing Authority before another applicant.

- b. Priority Applicants: Priority shall be given to applicant if he or she or any member of the household is a member of any one of the following groups:
- (1) 62 years of age or older,
  - (2) handicapped or disabled person, with the condition verified by a local physician,
  - (3) female head of household,
  - (4) residing in a dwelling determined to be a hazard or threat to health, safety, or welfare due to damage caused by natural disaster or fire, or
  - (5) displaced due to a home destroyed by natural disaster or fire.

#### 6.4 CONFIDENTIALITY

All applicant information is confidential to the applicants and their designee and shall be available only to those Palau Housing Board Members, staff and to the Palau Housing legal counsel. Such information may only be disclosed to others as ordered by the Supreme Court.

#### 6.5 APPLICANT PROCESSING PROCEDURES

- a. The applicant shall agree to conform to the program guidelines and be responsible for performing the following:
- (1) Submit the application in person and be interviewed by the appropriate Palau Housing Authority staff,
  - (2) Cooperate and assist the Palau Housing Authority in compiling all documentation necessary to evaluate applicants eligibility during the loan approval process,
  - (3) Notify the Palau Housing Authority at any time during the loan period of any changes in household size, household income, or use of the property to be rehabilitated or constructed,
  - (4) Review, revise, and/or approve the “Eligible Repairs and Improvements List,”
  - (5) Review, revise, and/or approve the Proposal document,
  - (6) Select a contractor willing to perform the work specified with approval of the PHA,

- (7) Award and execute construction contract,
- (8) Provide evidence of good title to property to be mortgaged,
- (9) Execute promissory note, mortgage document and loan agreement,
- (10) Execute Notice to Proceed jointly with the PHA,
- (11) Approve progress payments when eligible for payments,
- (12) Cooperate with the contractor for the satisfactory completion of the construction work,
- (13) Repay the loan amount according to the amount and duration specified led in the promissory note,
- (14) Assist the PHA in the loan process as requested.

## 7.0 GUIDELINES FOR HOMEOWNER REHABILITATION AND RECONSTRUCTION [sic]

### 7.1 EFFECTIVE DATE

- a. These Rules and Regulations shall take effect upon approval by the Board of Directors of the Palau Housing Authority.
- b. The Board of Directors of the Palau Housing Authority may in accordance with the Administrative Procedure Act Title 6 of the Palau National Code amend, revise And /or delete any sections which are in conflict with local laws, ordinances, regulations and/or in the interest of uniformly streamlining the Emergency Housing Loan Program.
- c. These Rules and Regulations shall remain in effect as per RPPL 6-26, Section 25.