COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS SAIPAN, MARIANA ISLANDS

VOLUME 11 NO. 01



JANUARY 15, 1989

commonwealth

register

Amended 1/23/89

TABLE OF CONTENTS

PROPOSED REGULATIONS
Proposed Rules & Regulations Member Home Loan Program Northern Mariana Islands Retirement Fund 5803
Proposed Regulations Quarantine on Fruits and Vegetables Department of Natural Resources
PUBLIC NOTICE
Tax Ruling issued to Japan Airlines regarding application of CNMI Business Gross Revenue Tax to Air Transportation Department of Finance
Adopted Electric Service Regulations Electric Power Rates Commonwealth Utilities Corporation

NORTHERN MARIANA ISLANDS RETIREMENT FUND

P.O. BOX 1247 SAIPAN, MP 96950 FAX: (670) 234-9624 PHONE: (670) 234-7228

NOTICE OF PROPOSED REGULATIONS

The Board of Trustees of the Northern Mariana Islands Retirement Fund hereby notifies the general public that it has adopted a proposal to establish a Member Home Loan Program, and hereby proposes to promulgate rules and regulations for its administration pursuant to the authority provided under 1 CMC 8314(f), and the Administrative Procedures Act, 1 CMC 9101, et. seq.

These regulations will generally govern the operation of the Member Home Loan Program consistent with the Retirement Fund Act, as amended.

Copies of the proposed regulations are available at the Fund's office on the ground floor of the Nauru Building, Susupe, Saipan, and its offices on Rota and Tinian.

The Fund urges the public to submit written comments and recommendations regarding the proposed regulations within 30 days after the first publication in the Commonwealth Register to the following address:

NMI Retirement Fund P. O. Box 1247 Saipan, MP 96950

Dated this 2212 day of December, 1988.

Teresita B. Aldan Chairperson

Board of Trustees

NMI Retirement Fund

Tomas B. Aldan Administrator

NMI Retirement Fund

NORTHERN MARIANA ISLANDS RETIREMENT FUND

P.O. BOX 1247 **SAIPAN. MP 96950** FAX: (670) 234-9624 PHONE: (670) 234-7228

NOTICIAN POT I MA PROPOPONE NA REGULASION YAN AREKLAMENTO

I Board of Trustees i Northern Mariana Islands Retirement Fund man nanaé noticia par a publiko na esta ha adopta un proposal para uma establesi i programa para una' ayao salape gi miembron i Retirement Fund para mafahan guma. I programma mafa nana'an "Member Home Loan Program". Pot esti na rason, i Board ha propone para una guaha regulasion yan areklamento para i administrasion esti na programa sigun gi atoridat gi 1 CMC 8314(f), yan a Administrative Procedures Act, 1 CMC 9101, et. seq.

Esti na regulasion para uginibietna i programan Member Home Loan sigun ginagagao gi lai i retirement, yan todo i tinilaika.

Copian esti na areklamento yan regulasion guaha gi ofisinan i Retirement Fund gi Nauru Building, Susupe, Saipan, yan lokue gi ofisinan i Retirement Fund giya Luta yan Tinian.

Man ma sosoyo todo i taotao para ufan man satmiti rekomendasion pat tinilaika pot esti i ma propopone na regulasion gi halom trenta (30) dias despues de ma publika gi Commonwealth Register. Satmiti i rekomendasion para i sigenti na adres:

> NMI Retirement Fund P. O. Box 1247 Saipan MP 96950

Ma fecha esti gi dia 22, Deciembre, 1988.

Teresita B. Aldan

Chairperson

NMI Retirement Fund Board of Trustees

Administrator/ NMI Retirement Fund

Tomas B. Aldan

PROPOSED

MEMBER HOME LOAN REGULATIONS

Table of Contents

PART	1.	AUTHORITY1
PART	2.	PURPOSE1
PART	3.	DEFINITIONS2
PART	4.	OPERATION OF THE PROGRAM4
PART	5.	QUALIFYING SECURITY9
PART	6.	CREDIT AND PAYMENT ABILITY11
PART	7.	LOAN AMOUNTS15
PART	8.	TERM OF LOANS
PART	9.	ASSIGNMENT AND TRANSFER OF MORTGAGED PROPERTY18
PART	10.	ASSUMPTION OF LOAN21
PART	11.	CERTIFICATION OF BORROWER AND DELIVERY OF LOAN24
PART	12.	SECURITY FOR LOANS27
PART	13.	LOAN CHARGES AND FEES29
PART	14.	PROOF OF OCCUPANCY31
PART	15.	RECONSIDERATION OF LOAN APPLICATION32
PART	16.	PENALTY AND SANCTIONS33
PART	17.	GENERAL PROVISIONS34

NORTHERN MARIANA ISLANDS RETIREMENT FUND MEMBER HOME LOAN PROGRAM REGULATIONS

PART 1. AUTHORITY

- 1.1 <u>Scope.</u> These regulations shall govern the administration of the Member Home Loan Program as is established and adopted herein by the Board of Trustees of the NMI Retirement Fund.
- 1.2 <u>Authority.</u> Under and by virtue of the authority provided under 1 CMC 8314(f), and 1 CMC 8370, et seq., and the Administrative Procedures Act, 1 CMC 9101, et. seq., the Board of Trustees hereby promulgates these regulations.
- 1.3 <u>Limitations.</u> These regulations shall be limited by and interpreted consistent with 1 CMC 8370 and the Retirement Fund Act, as amended.

PART 2. PURPOSE

- Purpose. The purpose of the Member Home Loan program is to facilitate investment of the assets and funds of the NMI Retirement Fund in a well secured, prudent, and historically sound investment instrument, and at the same time to assist eligible members of the Fund in the purchase or improvement of a principal home or residence, or the purchase of a leasehold land on which existing homes are located, and in refinancing certain mortgage loans as approved by the Board of Trustees of the NMI Retirement Fund.
- 2.2 <u>Priority</u>. Member home loans shall be provided in the following order of priority:
 - (a). Acquisition of a principal home for first time homeowners;

- (b). Home improvement loans;
- (c). Refinancing of current loans for acquiring an existing principal home.
- Fund's assets at cost for the Member Home Loan Program. Of the amount set aside by the Board for the Member Home Loan Program, at least fifty percent (50%) shall be reserved for loans under Section 2.2(a). The Board of Trustees may reallocate any of the reserved amounts herein described from time to time as it deems appropriate. [Source: 1 CMC 8370(g)]

PART 3. DEFINITIONS

- 3.1 As used in these regulations:
 - a. "Administrator" means the Administrator of the NMI Retirement Fund.
 - b. "Active member" means a member who is an employee as defined in 1 CMC 8312, et. seq., and does not include a member who ceases to be an employee, notwithstanding the member's establishment of vested benefit status.
 - c. "Applicant" means any eligible member signing the note or mortgage, or both, and occupying the subject property, including any quarantor, endorser, or co-signer.
 - d. "Board" or "Board of Trustees" means the Board of Trustees of the Northern Mariana Islands Retirement Fund.
 - e. "Borrower" means the person who signs the note evidencing the loan and the mortgage securing it.
- f. "Eligible member" means a person who meets the eligibility

- requirements as described in Section 4.3 of these regulations, except employees of the Fund, and the members of the Board of Trustees. [Source: 1 CMC 8351(f)]
- g. "Guarantor, endorsers, or co-signers" means the persons signing the note or mortgage, or both, but who may or may not be occupying the subject property.
- h. "Home improvement" means an addition made to the property, including renovations which, upon completion, will add to the value and life of the property, but shall not include maintenance, repairs, or replacement of furniture, fixtures, or appliances.
- i. "Improved real property" means real property upon which are located permanent buildings suitable for residence, industry or commerce.
- j. "Leasehold conversion loan" means any of the following:
 - (1) To purchase the fee simple interest where there is an existing first leasehold mortgage loan;
 - (2) To satisfy an agreement of sale for the purchase of the fee simple interest where there is an existing first leasehold mortgage loan; or,
 - (3) To refinance a loan made for the purchase of the fee simple interest where there is an existing first mortgage loan.
- k. "Lender" or "Participating lender" means a financial institution or an agency of the government which may by law make loans secured by first or second mortgages on real

- estate and which participates in the Member Home Loan Program under an agreement with the NMI Retirement Fund.
- "Loan" or "Member Home Loan" means a loan made under the Member Home Loan Program administered and funded by the NMI Retirement Fund.
- m. "Member" means an active member or a retiree.
- n. "Mortgage" includes a deed of trust for security.
- o. "NMIRF" or "Fund" means the Northern Mariana Islands
 Retirement Fund.
- p. "Participating lender" is defined in (k) above.
- q. "Program" means the Member Home Loan Program administered by the NMI Retirement Fund.
- r. "Retiree" means an active member who has retired and becomes a beneficiary of the NMI Retirement Fund, but does not include recipients of any of the survivor's benefits.

PART 4. OPERATION OF THE PROGRAM

- 4.1 <u>General Provisions.</u> The following generally describes the operation of the program as it is administered by the NMIRF.
 - (a) Periodically, the Board of Trustees may allocate as part of its overall investment plan a portion of its assets available for investment in the Member Home Loan Program, subject to the limitations of the Retirement Fund Act, as amended, and in such amounts as it deems prudent subject to an aggregate limitation of 40 percent of the Fund's assets at cost, Funds so allocated may be

- further allocated to participating lenders.
- (b) Members of the Fund desiring a member home loan shall file an application at a participating lender for such a loan. A participating lender shall not accept a loan application from a member unless the participating lender has an office in the Commonwealth but not necessarily on the island which the member is residing.
- (c) Financial institutions or agencies desiring to participate in the Fund's Member Home Loan Program shall file an application with the Fund, and upon approval and certification as a participant, such institution or agency shall execute a servicing agreement with the Fund and thereafter become a participating lender.
- (d) The participating lender shall:
 - (1) Apply to the Fund for certification of the applicant's eligibility for a loan;
 - (2) Ensure the purpose for which the loan is sought is an eligible purpose as described Section 4.2 of these regulations.
 - (3) Determine the applicant's creditworthiness;
 - (4) Make the loan in its own name as lender;
 - (5) Provide the interim or construction financing, if necessary;
 - (6) Forward the note, mortgage and the documentation to the Fund for its approval of the permanent financing.

- (e) If the loan and the mortgage securing the loan comply with the regulations, the participating lender shall endorse the note and assign the mortgage and note to the Fund which shall purchase the same from the participating lender.
- (f) The Fund may, in its discretion, service the loan or forward it to a participating lender having a loan servicing agreement with the Fund.
- 4.2 Purpose of Loan. Outright cash disbursement or cash take out to the applicant or borrower shall not be permitted under the Member Home Loan Program. Member home loans shall be made for the following purposes only, all of which shall be verified during the term of the loan:
 - (a) To purchase or improve a principal home;
 - (b) To satisfy an outstanding agreement of sale to buy a principal home;
 - (c) To convert a home improvement loan to a permanent member home loan:
 - (d) To purchase or refinance the purchase of the fee simple interest in a principal home situated on leasehold land;
 - (e) To refinance an existing first mortgage loan on a principal residence which was not made under the Member Home Loan Program;
 - (f) To refinance an existing member home loan if the purpose is to finance a proposed or prospective home improvements amounting to at least \$5,000;

- (g) To refinance an existing second mortgage loan not made under the Member Home Loan Program and convert it to a first mortgage member home loan if the second mortgage loan was made for the purpose of:
 - (1) Making the down payment for the subject property upon which is situated a principal home;
 - (2) Purchasing leasehold property in fee; or,
 - (3) Making home improvements;
- (h) To construct a principal home or residence on unimproved or unencumbered real property if the repayment of principal and interest on the mortgage is guaranteed or secured by any financial institution insured by the Federal Deposit Insurance Corporation, whose bonds or other evidence of indebtedness are authorized investments under the Retirement Fund Act, as amended, or by a government agency authorized to make such guarantees.
- (i) To purchase a note or debt secured by first mortgages on real property guaranteed by the Veteran's Administration or otherwise guaranteed with essentially the same protection by the United States of America, or insured by the Farmers Home Administration (FMHA) or the Federal Home Administration (FHA).
- 4.3 Persons Eligible For Member Home Loans. To be eligible for a member home loan, the applicant shall be a retiree or an active member of the Fund, with at least thirty six (36) continuous months of contributing membership in the Fund immediately

before certification by the Fund that the applicant is eligible for the loan, provided that:

- (a) An active member holding a permanent position classified under the Civil Service System shall have had at least thirty-six (36) continuous months of contributing membership immediately before certification;
- (b) An active member holding a position not classified by the Civil Service System, or a position requiring the advice and consent of the Legislature, or an elective position, shall have had at least fifteen (15) years of total service and have been a contributing member of the Fund for at least five (5) years on the date of certification of eligibility;
- (c) An active member on leave without pay or an active member whose appointment or employment is for a fixed date or limited term, or otherwise temporary in nature, shall not be eligible;
- (d) A member who has an outstanding member home loan shall not be eligible, except as provided in Section 4.4;
- (e) A member shall not be eligible to apply for or obtain a loan for another person, except as provided in Section 6.2(i) of these regulations;
- (f) The applicant is not an employee of the Fund, nor a member of the Board of Trustees. [Source: 1 CMC 8351 (f)]
- 4.4 <u>Eligibility For Another Loan: Limitations.</u> A member who once had a member home loan or who holds an outstanding member home

loan shall not be eligible for another member home loan unless both of the following conditions are met:

- (a) The expiration of two years after the date the Fund purchased the prior or outstanding loan from the lender; and,
- (b) Full and timely satisfaction of the prior or outstanding loan without default or other credit related problems as determined by the Fund.

PART 5. QUALIFYING SECURITY

- 5.1 Property Qualifying Under The Program; No Construction by Owner.
 - (a) To qualify under the Member Home Loan Program, the property securing the loan shall be located in the Commonwealth of the Northern Mariana Islands and shall be held in fee simple or on an acceptable leasehold property upon which there is or will be located:
 - (1) A one to four-family dwelling unit or structure which may be attached or detached;
 - (2) A one-family dwelling unit in a planned development; or,
 - (3) A one-family unit in a condominium project or townhouse;

occupied or to be continuously occupied by the member as the member's principal home. The appraisal shall include the value of all improvements, but the value of the unit

- or units not occupied by the member shall be deducted in computing the loan-to-value ratio.
- (b) Unless the Board finds a compelling justification otherwise on a case by case review, the Fund shall not purchase a loan secured by property which is not served by any utilities, lacks or has difficult access to or from a public road, or does not conform to all applicable zoning and land use restrictions or building code regulations, is located on a substandard lot, is a lodging unit, or has any other unusual characteristic that the Fund determines to adversely affect its value. The participating lender may request the Fund's prior written approval as to whether a specific property qualifies for purchase by the Fund before issuing a loan commitment to the applicant.
- (c) The Fund shall not purchase any member home loan made for the construction of or improvements to a principal home, unless the construction was done or improvements were made by:
 - (1) a duly licensed contractor from a prequalified list maintained by the Board; and,
 - (2) the construction or improvements are in accord with such building code regulations as the Board may from time to time adopt.
- (d) A loan shall not be made if the Fund determines that the owner or his family or an affiliated business is the

contractor.

- 5.2 <u>Co-ownership of Mortgaged Property.</u> The member or the member and the member's spouse, if married, shall have at least a fifty percent (50%) interest in the mortgaged property. If the member is not the sole owner of the mortgaged property, all persons whose signatures are required to create a valid first mortgage lien upon the mortgaged property shall sign the mortgage.
- Appraisals. Any appraisal required under these regulations is subject to review by and the approval of the Fund. The Fund may require that an appraisal be made by an appraiser from an approved list of appraisers maintained by the Fund.

PART 6. CREDIT AND PAYMENT ABILITY

- 6.1 <u>Creditworthiness</u>. The lender shall be responsible for determining the creditworthiness of each applicant who applies to it for a member home loan. In making that determination the lender shall take into consideration:
 - (a) The applicant's monthly debt payment to income ratio;
 - (b) The applicant's credit reputation; and,
 - (c) Any other factor considered by a prudent lender.
- 6.2 Underwriting Guidelines: Monthly Mortgage Payment To Income
 Ratio. As a general rule:
 - (a) The lender shall require that the applicant's monthly mortgage payment does not exceed thirty percent (30%) of the applicant's stable monthly income less any monthly

debt payments.

- (b) Monthly mortgage payment shall include first mortgage payment, hazard and flood insurance payments, lease rent, property taxes if any, and monthly dues for common element/property charges and maintenance, but excluding unit utility charges for condominiums and property with similar dues and charges.
- On installment debts having a remaining term of one year or more. Secondary financing for the subject property, mortgage loan payment for other properties, alimony, child support, and separate maintenance payments shall be considered installment debts, unless the obligations terminate within one year.
- income from the applicant's primary employment base earnings plus recognizable secondary income averaged for the past twelve months. Secondary income of the applicant, such as rental income, overtime or part time employment may be included in stable monthly income only if those items of secondary income are substantiated by written evidence of the applicant's previous year's earnings and that the continuation thereof is probable. Interest and dividends may be considered if substantiated by written evidence and averaged for the past two years. Rental income for the subject property may be considered

if substantiated by written evidence.

- (e) If the applicant chooses to disclose income from alimony, child support, or maintenance payments, the lender may consider these payments as income to the extent that they are likely to be consistently made. Factors which the lender may consider in making that determination include, but shall not be limited to:
 - (1) Whether the payments are received pursuant to written agreement or court decree;
 - (2) The length of time the payments have been received;
 - (3) The regularity of payments;
 - (4) The availability of procedures to compel payment;
 - (5) Whether full or partial payments have been made;
 - (6) The age of any child; and,
 - (7) The creditworthiness of the payer, including the credit history of the payer where available to the lender under the Fair Credit Reporting Act (15 USC 1681-1681(t)) or other applicable laws. The lender shall submit to the Fund evidence to support its determination.
- (f) Factors such as expected pay increases under mandatory contract terms, education, training, technical skills, occupation, potential or expected pay increases, past employment history, and future employment expectations may be taken into account on case-by-case basis in determining stable monthly income.

- (g) Income necessary to qualify the borrower from sources not substantiated in the credit report shall be verified in writing from a reliable source.
- (h) When the borrower is self-employed, the minimum acceptable documentation to verify income shall be the:
 - (1) Profit and loss statements for the prior two years, which should include the last statement covering the year before the applicant's date of application; or,
 - (2) Tax returns for the previous two years.
- (i) If the applicant does not qualify for the loan under the above credit underwriting guidelines described in this Part, and upon recommendation by the lender, the Fund may consider purchasing on a case-by-case basis a loan with no more than two personal quarantors, endorsers or other co-signers. The guarantee, endorsement, or agreement shall not be qualified or limited in any manner. All credit underwriting standards shall apply to the credit evaluation of a guarantor, endorser, or co-signer. monthly mortgage payment shall not exceed thirty percent (30%) of the combined stable monthly income of the applicant and the guarantor, endorser or co-signer less any monthly debt payments. In addition, the applicant's monthly mortgage payment shall not exceed thirty percent (30%) of the applicant's stable monthly income less any monthly debt payments.
- (j) If an eligible member is already liable for a member home

loan and wishes to guarantee, endorse or co-sign the note for another member home loan, the mortgage loan payment for both loans shall not exceed thirth percent (30%) of the eligible member's stable monthly income less any monthly debt payments.

- (k) If an eligible member has guaranteed, endorsed or co-signed for an existing member home loan and is applying for his own member home loan, the mortgage loan payment for both loans shall not exceed thirty percent (30%) of the eligible member's stable monthly income less any monthly debt payments.
- (1) If the member is applying for a leasehold conversion loan, the monthly mortgage payment shall not exceed thirty percent (30%) of the applicant's stable monthly income less any monthly debt payment including any other mortgage payment for the subject property.

PART 7. LOAN AMOUNTS

7.1 First Mortgage Loans; Minimum and Maximum Loan Amounts.

- (a) No member home loan secured by a first mortgage on unencumbered improved real estate owned in fee simple shall exceed seventy five percent (75%) of the lesser of the purchase price or the appraised value of the real property mortgaged to secure it, but not to exceed \$80,000.
- (b) No member home loan secured by a first mortgage on a

leasehold interest in improved real property shall exceed seventy five percent (75%) of the lesser of the purchase price or the appraised value of the leasehold interest and improvements.

- (c) If the purpose of the member home loan is to satisfy an agreement of sale, the loan-to-value ratio shall be the lesser of the purchase price or the appraised value, but not to exceed \$80,000.
- (d) The loan-to-value ratio shall in no event exceed the purchase price or the appraised value of the property to be mortgaged.
- All loans shall be further secured by a mortgage (e) If no mortgage insurance is available, the insurance. applicant shall purchase a life insurance policy naming the Fund as the primary beneficiary to the extent of the borrower's current balance remaining unpaid. mortgage insurance or life insurance, as the case may be, shall be obtained from a an insurer licensed to do business in the Commonwealth of the Northern Mariana Islands and shall insure or guarantee against the borrower's default or loss sufficient, in case of death of the borrower, to cover the Fund's exposure to the lesser of the purchase price or appraised value of the mortgaged property. Mortgage or life insurance coverage shall remain in force until the principal amount of the loan is reduced to ten (10%) percent of the current appraised value of the mortgaged property, at which time

the coverage shall be subject to cancellation solely at the Board's option. The borrower shall pay for the premiums for the insurance. A copy of any insurance policy required under this section shall be submitted to the Fund after approval of the loan and prior to the release of loan proceeds.

- (e) No member home loan secured by a first mortgage shall be made in an amount exceeding \$80,000 or less than \$5,000.
- (f) There shall be a minimum cash equity of three percent (3%) of the purchase price of a principal home.

7.2 Leasehold Conversion Loans; Minimum and Maximum Loan Amounts.

- (a) The collateral shall be a first mortgage on the fee simple interest and a first mortgage on the leasehold interest on improved real estate.
- (b) No leasehold conversion loan shall be made in an amount less than \$8,000.
- (c) No leasehold conversion loan shall be made which, when combined with the outstanding balance of a first leasehold member home loan, exceeds \$80,000, or when the combined balances of any leasehold mortgage loan and the amount of the leasehold conversion loan exceeds seventy five percent (75%) of the appraised value of the real estate mortgaged to secure it.
- 7.3 <u>Appraisals.</u> Any appraisal required under these regulations is subjec to the requirements of Section 5.3.

PART 8. TERM OF LOANS

8.1 Repayment Period.

- (a) The term of any member home loan shall not exceed thirty (30) years or the lesser period as the Board may determine to be appropriate upon consideration of the character and economic life of the property securing the loan. There shall be no minimum repayment period requirement.
- (b) If the loan is secured by first a mortgage on leasehold property, the fixed rental term of the lease, prepaid or otherwise, shall extend at least five (5) years after the date of the execution of the note and mortgage, and the remaining term of the lease shall extend at least twenty percent (20%) beyond the stated maturity date of the note and mortgage.
- (c) The term of any leasehold conversion loan shall not exceed twenty (20) years, or five (5) years prior to the expiration of the lease agreement upon which the leasehold exists, or four-fifths (4/5) of the term of the leasehold, whichever comes first. [Source: 1 CMC 8370(e)]

PART 9. ASSIGNMENT AND TRANSFER OF MORTGAGED PROPERTY

9.1 Sale or Transfer of Mortgaged Property.

(a) Every mortgage shall contain a due-on-sale clause giving the Fund the right to require the borrower to make immediate payment in full of the entire indebtedness secured by the mortgage if the borrower sells, transfers

or assigns all or part of the interest in real property securing a member home loan, including any equitable or beneficial interest, without first obtaining the Fund's prior written consent.

(b) The due-on-sale clause shall be fully effective as to any sale, transfer or assignment of interest in the mortgaged trust property by any trustee, or the sale, transfer or assignment of the borrower's equitable or beneficial interest in the property, without the prior written consent of the Fund.

9.2 Consent By The Fund.

- (a) The Fund's consent shall be subject to the Member Home

 Loan Program policy in effect on the date a request for

 consent is received by the Fund.
- (b) The Fund's right to require the borrower or the trustee to make payment in full with respect to the sale, transfer or assignment shall be subject to any applicable laws which restrict or prohibit the Fund from its exercise of this right.
- (c) The Fund shall not unreasonably withhold its consent to the borrower's sale, transfer or assignment of the mortgaged property by agreement of sale, provided:
 - (1) the Fund's mortgage priority is not affected by the sale, transfer or assignment;
 - (2) the borrower has not been and is not in default of the loan or has not broken any promises made in

obtaining the loan;

- (3) has notified the Fund within a reasonable time of the proposed transaction;
- (4) the borrower agrees to the shortening of the remaining loan term to the earlier of the term of the agreement of sale or three (3) years, and to make immediate payment in full of all amounts due if the buyer under the agreement of sale is not an eligible member;
- (5) the borrower agrees to the increase of the interest rate for the loan to the lesser of either four percent (4%) above the interest rate then in effect, or the interest rate then in effect for the program; except if the result is less than the interest rate for the loan in effect, there shall be no change in the interest rate;
- (6) the borrower agrees to pay or reimburse the lender, servicer, or the Fund, as the case may be, for all costs or expenses, including reasonable attorney's fees and consent fees incurred to review the proposed transaction and draft documents;
- (7) the borrower agrees to acknowledge that the Fund shall not consent to any assumption of the loan or to any further sale, transfer or assignment of the mortgaged property;
- (8) the borrower agrees to acknowledge that as a

- condition for the Fund's consent, the buyer shall sign a certification of occupancy in which the buyer represents and agrees to occupy and use the mortgaged property as a principal home for at least one year after the closing of the agreement of sale;
- (9) the borrower agrees to sign the documents as may be necessary, including a loan modification agreement;
- (10) the borrower agrees to give assurances as the lender or servicer may require to protect the Fund's lien priority in the mortgaged property.
- (d) If any of the conditions described in subsection (c) of this section, require the borrower to pay an interest rate or finance charge which would exceed the highest rate permitted by law, then the borrower's obligation to pay interest or finance charge shall be limited to the highest rate permitted by law, so that the borrower is not obligated to pay any interest or finance charge which would result in the payment of interest or finance charge in excess of the limit so permitted.

PART 10. ASSUMPTION OF LOAN

10.1 Assumption of Loan: Prohibition.

- (a) No assumption shall be allowed of any loan which was converted into a member home loan until one year after the effective date of the Member Home Loan Program.
- (b) No assumption of loan shall be allowed if the applicant

initially acquired the mortgaged property by way of an agreement of sale and is requesting the Fund to consent to the buyer's assumption of the underlying loan.

10.2 Assumption of Loan: Limitations.

- (a) The Fund may consent to only one assumption of a loan made after the effective date of these regulations, provided the following conditions are met:
 - rate for the loan shall be increased to the interest rate in effect for new loans being made during the allocation period, if the interest rate for the allocation period is higher than the interest rate specified in the loan. The borrower and buyer shall agree to sign all documents required to reflect any modification in the interest rate;
 - (2) The buyer shall have the creditworthiness to assume the loan;
 - (3) If the buyer is an eligible member, the buyer shall meet the same underwriting requirements as the applicant, pursuant to section 6.2 of these regulations;
 - (4) If the buyer is not an eligible member, the buyer's monthly mortgage payment shall not exceed thirty five percent (35%) of the buyer's stable monthly income less any monthly debt payments;
 - (5) If the buyer does not qualify for the loan, and upon

recommendation of the lender, the Fund may consider on a case-by-case basis a loan with no more than two personal guarantors, endorsers or co-signers. The guarantee, endorsement or agreement shall not be qualified or limited in any manner;

- (6) All credit underwriting standards shall apply to the credit evaluation of a guarantor, endorser, or co-signer. The monthly mortgage payment shall not exceed thirty five percent (35%) of the combined stable monthly income of the buyer and the guarantor, endorser, or co-signer less any monthly debt payments. In addition, the buyer's monthly mortgage payment shall not exceed forty percent (40%) of the buyer's stable monthly income less any monthly debt payments;
- (7) The buyer shall agree to pay a loan assumption fee of one percent of the loan balance, plus all costs and expenses, including reasonable attorney's fees, related to the assumption of the loan;
- (8) The buyer shall promise the Fund in writing to occupy the mortgaged property as a principal home for at least one year after the date the assumption of mortgage becomes effective;
- (9) The mortgage shall continue to be a first lien on the mortgaged property; and,
- (10) The buyer shall agree to make immediate payment in

full of all amounts due under the loan upon a further sale, transfer or assignment of the mortgaged property.

PART 11. CERTIFICATION OF BORROWER AND DELIVERY OF LOAN

11.1 Applicant's Eligibility.

- (a) The lender shall be responsible for obtaining from the Fund certification as to whether the applicant is eligible for a member home loan. The name of every applicant who claims to be a member shall be submitted to the Fund for certification;
- (b) Before the applicant's name is submitted for certification, the lender shall obtain the sales contract, agreement of sale documents, construction contract, plans and specifications, and/or title insurance;
- (c) The lender shall not incur any costs chargeable to the applicant until certification of eligibility is obtained from the Fund;
- (d) The terms and conditions of a member home loan shall be in accordance with these regulations including amendments thereto in effect on the date the applicant's eligibility is certified.

11.2 Delivery of Loan.

(a) The lender shall disburse the loan proceeds within sixty(60) days after the date of certification, or within six

- (6) months where new home construction is involved under this program, or within three (3) months where a home improvement is involved under this program or the Fund's approval shall lapse.
- (b) The lender shall deliver the loan file to the Fund for approval to purchase within sixty (60) days after the date of certification, or within six (6) months after the date of certification where new home construction is involved under this program, or within three (3) months after the date of certification where home improvement is involved under this program;
- (c) The lender shall sell the loan to the Fund within six (6) month after the date of the letter of approval to purchase by the Fund;
- (d) The lender may request a pre-certification of eligibility if the lender anticipates that the loan proceeds cannot be disbursed within sixty (60) days after the date of certification.

11.3 Pre-certification of Eligibility.

- (a) Pre-certification against future allocations may be obtained from the Fund for the following purposes:
 - (1) To purchase a principal home which is under construction or will be constructed and will be conveyed to the borrower upon completion of construction;
 - (2) To finance the purchase of the fee simple interest

on leasehold land on which is located a principal home.

- (b) If the Fund pre-certifies the applicant as an eligible member, the lender may issue a pre-commitment to make the applicant a member home loan, subject to the following conditions:
 - (1) The availability of funds for the allocation period when the member is recertified;
 - (2) The eligibility and qualification of the member to take out a loan at loan closing;
 - (3) The possibility that the interest rate may have changed when the member is recertified as still being eligible.
- (c) The lender shall recertify the member to assure that the member is still eligible to obtain a member home loan within thirty (30) days of the date that the loan proceeds are anticipated to be funded.
- (d) The terms and conditions of the member home loan shall be in accordance with these regulations in effect on the date of the member's recertification of eligibility.
- (e) The application, credit report, appraisal reports, verification of employment and deposits shall be updated if made more than three (3) months before the request for recertification.
- (f) The lender shall deliver the loan file to the Fund for approval to purchase within three (3) months after the

- date of recertification of member's eligibility or within four months where construction is involved.
- (g) The lender shall sell the loan to the Fund within one (1) month after the date of the letter of approval by the Fund.

PART 12. SECURITY FOR LOANS

- 12.1 <u>Title Insurance Required.</u> Each member home loan shall be covered by a title insurance policy on the current standard American Land Title Association (ALTA) form issued by a title insurer licensed to do business in the Commonwealth of the Northern Mariana Islands.
- 12.2 Amount of Coverage. The amount of title coverage shall be at least equal to or higher than the amount of the loan, and the primary beneficiary shall be the Fund to the extent of the balance of the loan. The policy shall insure against any mechanic's and materialman's lien.
- 12.3 Other Insurance Coverage. The mortgaged property shall be covered by fire and extended coverage insurance equal to the full replacement costs of the improvements on the mortgaged property without deduction for depreciation.
 - (a) If the mortgaged property is a condominium apartment, the association of owners or individual owners, as the case may be, shall have and keep in full force and effect a fire and extended coverage insurance policy.
 - (b) The lender shall assure that the Fund is named a loss

payee on these policies.

12.4 Collateral Required.

- (a) All member home loans shall be secured by:
 - (1) First mortgages on unencumbered improved real property owned in fee simple; or
 - (2) First mortgages on leasehold interests in improved real property;
 - (3) First mortgages on unencumbered and unimproved real property as permitted under 1 CMC 8370(a)(2) and (a)(3).
- (b) All leasehold conversion loans shall be secured by a first mortgage on the fee simple interest and a first mortgage on the leasehold interest in the improved real property.
- (c) For purposes of this section, improved real property owned in fee simple is unencumbered notwithstanding the existence of:
 - (1) Instruments reserving mineral, oil, timber, or similar rights, rights of way, sewer rights, rights in walls, and other easement rights;
 - (2) Any liens for taxes or assessments not yet due;
 - (3) Liens not delinquent for community recreation facilities or for the maintenance of community facilities;
 - (4) Building restrictions or other restrictive covenants common to the community in which the property is

located;

- (5) Liens for service and maintenance of water rights where not delinquent.
- is unencumbered nothwithstanding a reservation of rents or profits in the owner, if the security for the investment is a full and unrestricted first lien upon the real property and there is no condition or right of re-entry or forfeiture under which the investments can be cut-off, subordinated, or otherwise disturbed. [Source: 1 CMC 8370(c).]

PART 13. LOAN CHARGES AND FEES

13.1 Interest Rate.

- (a) The Board of Trustees shall set the interest rate for member home loan mortgages. Changes of the interest rate may be made from time to time as the Board deems proper, provided that public notice in a newspaper of general circulation of any such changes shall have been made prior to the effective date of the change.
- (b) An active member of the Fund or a retiree may apply with the lender servicing the loan for an interest rate reduction if the Fund's prevailing interest rate is less than the interest rate on the borrower's original note, subject to all of the following conditions:
 - (1) The active member of the Fund or retiree shall be currently residing on the mortgaged property;

- (2) The lender servicing the loan, may charge a fee of \$300 or one-half of one percent of the loan balance, whichever is greater;
- (3) Only one interest rate reduction shall be allowed during the term of the loan;
- (4) The borrower(s) shall complete a loan application and execute a revision agreement;
- (5) The loan shall be reamortized over its remaining term:
- (6) The new interest rate shall become effective the first day of the month following the date of execution of the revision agreement by the borrower;
- (7) The mortgage loan shall have been at all times current in monthly installments;
- (8) The revision agreement shall be executed by all borrower(s).

13.2 Prepayment Penalties: Allowable Loan Charges.

- (a) If the borrower pays off the entire member home loan balance within one year after the date of the note, there shall be a prepayment penalty of six percent (6%) of the balance to be paid off.
- (b) The lender may require the borrower to pay all reasonable fees and charges ordinarily charged to and paid by a borrower for a loan, except:
 - (1) For origination fee, the lender may charge \$300 or one percent of the loan amount, whichever is

greater;

- (2) For inspection fee, the lender may charge \$25 per inspection, but limited to four inspections for construction loans and two inspections for home improvement loans.
- (c) The lender may charge a deposit fee when the application is made. The deposit shall be credited towards the closing costs if the loan is made. If the loan fails approval, or the borrower cancels the loan application prior to approval, the deposit fee shall be returned to the applicant, less any costs chargeable to the applicant.
- 13.3 Servicing Agreements. The may enter into mortgage servicing agreements with participating lenders which may be reimbursed the customary fee charged by the trade. With respect to each mortgage serviced, the servicer shall furnish the Board each month postings of all cash transactions affecting each mortgage. At the end of each calendar year the servicer shall furnish the Board a completely posted ledger sheet for each separate mortgage serviced, giving all cash transactions affecting the mortgage. [Source: 1 CMC 8370(f)]

PART 14. PROOF OF OCCUPANCY

14.1 Affidavit of Occupancy. Consistent with the purpose and objectives of the member home loan program, every applicant who will reside on the mortgaged property applying for a member

home loan shall file with the lender an affidavit or declaration under penalty of perjury stating that:

- (a) The applicant will occupy the mortgaged property as the applicant's principal place of abode within forty five (45) days after the date of closing of the loan where an existing structure of residence is acquired, or within forty five (45) days after notice from the contractor or developer that the residence is ready for occupancy;
- (b) The applicant will occupy the residence as a principal place of abode continuously for at least one year;
- and all indebtedness owing by and chargeable to the applicant by way of a mortgage loan made on the basis of the application filed in connection with the loan shall become immediately due and payable in full, unless for good cause shown, the period to occupy is extended by the Fund in writing.

PART 15. RECONSIDERATION OF LOAN APPLICATION

15.1 Request For Review.

(a) If an application for a loan is not approved by the Fund, the applicant may request the Board of Trustees, in writing, to review and reconsider any decision or determination relating to the application, except that the applicant's credit reputation or creditworthiness shall be a matter solely for the lender to determine.

- (b) A borrower under an existing member home loan may request the Board to review or reconsider any decision or determination relating to the loan.
- (c) The request for review and reconsideration shall be in writing, and shall be filed with the Fund within thirty (30) days after receipt of the notice of disapproval, and shall contain a statement of the facts and include copies of all documents upon which the applicant or borrower relies in support of the request for review.
- (d) The Board may request the submission of additional information or documents and may request the applicant or borrower to appear at a specified place, date and time to submit oral testimony in support of the request for review.

PART 16. PENALTY AND SANCTIONS

16.1 Sanctions.

- (a) The applicant shall sign the application for a mortgage loan. By doing so, the applicant shall be considered to have verified the truth of all statements made in the application. The applicant shall be subject to the provisions of 1 CMC 8385, et. seq.
- (b) If the applicant or borrower makes any false or untrue statement, intentionally or otherwise, for a mortgage loan, the Fund may, after providing the opportunity for a hearing in accordance with the Administrative Procedures

- Act, 1 CMC 9108, et. seq., determine that:
- (1) the applicant or borrower shall not be eligible for a mortgage loan for a period up to five years after the date the Fund actually learns or discovers the false or untrue statement.
- (2) If the Fund has already purchased the mortgage loan made to the applicant or borrower, such applicant or borrower shall not be eligible for another mortgage loan, and the loan already purchased by the Fund shall immediately become due and payable in full, for which the Fund shall demand full payment thereof.
- (c) The borrower shall be required to make immediate payment in full of all sums secured by the mortgage if the borrower fails to fulfill any promise for a mortgage or with respect to a mortgage loan or makes or has made false statement to qualify or be eligible for a mortgage loan or with respect to a mortgage loan under the Member Home Loan Program.

PART 17. GENERAL PROVISIONS

- 17.1 <u>Headings</u>. Headings or titles of sections contained herein are for convenience and shall not be used in construction or application of any section contained herein.
- 17.2 <u>Severability</u>. If any part or section of these regulations are found to be invalid by a court of competent jurisdiction, all

valid portions that are severable shall remain in effect. If a part or section hereof is invalid in one or more of its applications, that part remains in effect in all valid applications that are severable from its invalid applications.

17.3 <u>Effective Date.</u> The effective date of these regulations shall be pursuant to 1 CMC 9105(b).

Teresita B. Aldan

Chairperson, Board of Trustees

NMI Retirement Fund

2/22/88

Date



Commonwealth of the Northern Mariana Islands

Office of the Director Bepartment of Natural Resources Capitol Hill

Saipan, Mariana Islands 96950

Lable Address: Gav. NAI Saivan Telephone 322-9830/9834

PUBLIC NOTICE

PROPOSED REGULATIONS TO PLACE A QUARANTINE UPON FRUITS AND VEGETABLES FROM GUAM, SAIPAN, TINIAN, AND THE NORTHERN ISLANDS

The Director of Natural Resources is proposing to promulgate regulations to establish a quarantine upon the fruits and vegetables of Saipan, Tinian, and the Northern Islands in accordance with (2) CMC, Division (5), Section 5301 et., seq., and (1) CMC, Division (9), Section 9101-9106.

These regulations will establish a quarantine upon fruits and vegetables from Guam, Saipan, Tinian, and the Northern Islands prohibiting their introduction into Rota in order to prevent the spread of infestation by the fruit fly to the agricultural eradication program of resources on Rota.

Copies of the proposed regulations may be obtained from the Department of Natural Resources, Capitol Hill, Saipan, MP 96950.

Anyone interested in commenting on the proposed regulations may do so by submitting comments in writing to Director, Department of Natural Resources, Capitol Hill, Saipan, MP 96950 within thirty (30) days from the date, this notice is published in the Commonwealth Register.

Nicolas M. Leon Guerrero Director, Natural Resources

NOTISIA PARA I PUPBLIKU

I MANMAPRUPOPONI SIHA NA REGULASION NI PARA U MAKUARENTENA I GOLUSINA YAN GOLLAI SIHA NI MANGINNEN GUAM, SAIPAN, TINIAN, YAN I SANKATAN SIHA NA ISLA.

I Direktot i Natural Resources ha prupoponi para u na'guaha Regulasion siha ni para u establesi kuarentenan gulosina yan gollai siha ni mangginen Guam, Saipan, Tinian yan i sankatan siha na isla sigon gi (2) CMC, Debision (5) Seksiona 5301 et., seq., yan (1) CMC, Debision (9) Seksiona 9101-9106.

Este na regulasions para u enestableshi pot i ma kuarentenan i fruta, golosina, yan gollai nui man ginen Guam, Saipan, Tinian yan i sankatan siha na islas, nui mana probido i ma introduse guato gi ya Luta, asikomo para u ma protehi i machalapon i lalo i fruta gi lugat anai makonducta i prugraman agrikutura pot i mafunas i lalo-fruta giya Luta.

Kopian este siha na regulasion sina manmachule' ginen i Depattamenton i Natural Resources, Capitol Hill, Saipan, MP 96950.

Todo petsona siha ni manenteresao munna'halom upinion put este i manmaprupoponi siha na regulasion sina manmangge' guatu gi Direktot i Natural Resources, Capitol Hill, Saipan MP 96950 gi halom trenta (30) dias despues de i fecha ni mapupblica este na nutisia gi halom i Rehistran Commonwealth.

Fécha

/Nicolas M. Leon'Guerrero Director of Natural Resources



Commonwealth of the Northern Mariana Islands

Office of the Birector Department of Natural Resources Cavital Gill

Saipan, Mariana Islands 96950

Cable Address: Bov. NAI Saipan Telephone 322-9830/9834

PUBLIC NOTICE

PROMULGATION OF REGULATIONS ESTABLISHING A QUARANTINE FOR SAIPAN, TINIAN, AND THE NORTHERN ISLANDS FRUITS AND VEGETABLES

The Director of Natural Resources, under the authority vested in his office by (2) CMC, Division (5), Section 5301 et. seq., and (1) CMC, Division (9), Section 9101-9106, hereby issues regulations to establish a quarantine as to Saipan, Tinian, and the Northern Islands fruits, and vegetables which will take effect immediately pursuant to (1) CMC, Division (9), Section 9101-9106.

The Director of Natural Resources, with the concurrence of the Governor for the Commonwealth of the Northern Mariana Islands, finds that the public interest requires adoption of these regulations upon fewer than thirty (30) days notice because the fruits and vegetables of the Island of Guam, Saipan, Tinian, and the Northern Mariana Islands are suffering from an infestation of fruit flies. The Island of Rota is presently on the process of the eradication from fruit flies, and the introduction of these fruit flies to Rota will jeopardize the experimental process of the agricultural studies. At present, there is no quarantine to stop these islands fruits and vegetables infested with fruit flies from being transported into Rota. Therefore, a quarantine must be declared immediately.

Nicolas M. Leon Guerrero

Director, Natural Resources

Date Concurred By:

PEDRO P. TENORIO

Governor

NOTISIA PARA I PUPBLIKU

Deklarasion i Regulasion nui enestablesi i kuarentenan gulosina, fruta yan gollai siha ni mangginen Saipan, Tinian yan i sankatan na islas.

I Direktot i Natural Resources, ginen i attoridat ni manai i ufisina nu i (2) CMC Debision (5) Sectiona 5301 et. seq., yan (1) CMC Debision (9) Sectiona 9101-9106, ha laknos i regulasion siha ni para u enestableshi i kuarentenan i golosina, fruta, yan gollai siha ni mangginen Saipan, Tinian, yan sankatan na islas, yan u insigidas huefektibo asikomo i (1) CMC, Debision (9), Sectiona 9101-9106.

I Direktot i Natural Resources, yan ginen i aprebation i Gobietnon i Commonwealth giya Northern Marianas na Islas ma soda na pot i entires i pupliku ginagagao i ma adaptan este siha na regulasion, menus ki trienta (30) dias na nutisia sa i fruta, golosina yan gollai gi islan Guam, Saipan, Tinian, yan sankatan na islas siha giya Marianas man mamadedesi, ginen i kantidan lalo nui munadadano i Fruta. I islan Luta gi presenti, ma tututuhon i ma funasna este na lalo nui muna-dadano i melon, ya komo sigiha man halom i lalo i melon giya Luta siempre tumaibali i checho nu esta ma tutuhon na inestudian i agrikutura. Gi Prisenti taya kuarentena para Luta nui para u nina basta i humalomna i fruta, golosina, yan gollai nui gai lalo, lalo-melon. Pues pot enao na debi de u ma declara este na areklamento manu isina na chinadik.

774/88

Nicolas M. Leon G

Director of Natural Resources

Covernor

Fooba

Inaprueban



Commonwealth of the Northern Mariana Islands

Office of the Birector Department of Natural Resources Capitol Hill

Saipan, Mariana Islands 96950

Suble Address: wan. NAI Saipan Gelephone 322-9830/9834

PROPOSED RULES AND REGULATIONS

DEPARTMENT OF NATURAL RESOURCES

Section (1) Quarantine

There is hereby established in the Commonwealth of the Northern Mariana Islands a Quarantine upon all fruits and vegetables from the Island of Guam, Saipan, Tinian, and the Northern Islands of the Commonwealth. No fruits and vegetables that have been present on Guam, Saipan, Tinian, and Northern Islands of the Commonwealth shall be allowed on Rota.

Section (2) Exceptions

Those fruits or vegetables which are "Root Crop" shall not be subject to exclusion. "Root Crops" consist of plants in which the edible portion is the root, including, but not limited to taro.

Section (3) Inspection

All plants or parts thereof from the islands of Tinian, Saipan, Guam, and the Northern Islands of the Commonwealth are subject to inspection. All aircrafts and vessels, or their cargoes and passengers, and their baggages are stopped on these mentioned Islands.

Nicolas M. Leon Guerrero

Director, Natural Resources

Governor

I MANMAPRUPONI NA AREKLAMENTO YAN REGULASION SIHA

DEPATTAMENTON I NATURAL RESOURCES

Seksiona (1). Kuarentena

Asikomo ma'establesi gi halom Commonwealth i sankatan siha na Islas Marianas, nui para u ma kuarentena todo gulosina yan gollai siha ni mangginen Guam, Saipan, Tinian yan i sankatan siha na islas i Commonwealth. Taya' fruta yan gollai ni mangginen Guam, Saipan, Tinian, yan i sankatan siha na islas i Commonwealth sina machule' halom giya Luta.

Seksiona (2). Tisaunao (Timansaunao) (Tisumaunao)

Ayu siha na fruta, golosina sino gollai ni manmaklasifika komo kosecha ginen i hale i tinanom o-sino mafananaan "Root Crops" ti man tinetika nu este na areklamento ya ti mansaonao ni para ufanma kuarentena. I "Root Crops" na tinanom ha konsisisti ayo siha na patte gi tinanom nui sina makano i hale tat-komo suni, kamuti, dago, nika, mendioka, yan ottro siha nui man parehuna.

Seksiona (3). Rikonosimento

Todos tinanom sino' patte gi tinanom ni mangginen i islan Tinian, Saipan, Guam, yan sankatan siha na islas gi Commonwealth debi de u ma reconosi, todos batkun aire, batku, yan i pasahero yan i katgan niha debi de u ma reconosi yangin siankasu i batku yan batkun aire mangginen este siha na islas nui ma mensiona guine na seksiona.

Fecha

Nicolas M. Leon Guerrero Director of Natural Resources

Pedro P. Tenorio
Governor



Department of Finance

Office of the Director

Commonwealth of the Northern Mariana Islands P.O. Box 234 CHRB Saipan, AP 96950

Cable Address Gov. NMI Saipan Phone: 322-3245-3246

Facsimile: 322 - 4310

PUBLIC NOTICE

Tax Ruling, dated December 22, 1988, issued by Department of Finance to Japan Airlines regarding application of CNMI Business Gross Revenue Tax to Air Transportation.

January 15, 1989

PEDRO P. REYES

Acting Director of Finance



Commonwealth Utilities Corporation Office of the Executive Director

Lower Base P.O. Box 1220 Saipaper M.P. 96930

ADOPTED ELECTRIC SERVICE REGULATIONS
OF THE
COMMONWEALTH UTILITIES CORPORATION
ELECTRIC POWER RATES

These regulations have been adopted by the Board of Directors of the Commonwealth Utilities Corporation (CUC) pursuant to 4 CMC, Section 8157. These regulations and such other regulations as may be adopted by CUC from time to time shall have the force and effect of law and shall be binding on all persons and entities subject to the jurisdiction of the Commonwealth of the Northern Mariana Islands (CNMI).

In accordance with Public Law 4-47, Article 4(c) and Public Law 6-5, Section 319, the following electric power charges shall be imposed on consumers of electricity at the following rates:

Consumer Class

Cost of Total Kilowatt Hours Consumed

Residential

\$0.11

Commercial

\$0.16

Government

\$0.16

The adopted regulations for electric power rates were published in the Commonwealth Register on September 15, 1988. The CUC Board of Directors adopted these regulations on January 13, 1989 without change.

Jose M. Taitano, Chairman

Board of Directors

Date

COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS OFFICE OF THE ATTORNEY GENERAL 2ND FLOOR - ADMINISTRATION BLDG., CAPITOL HILL

SAIPAN, MP 96950

ALEXANDRO C. CASTRO ATTORNEY GENERAL CAPITOL HILL OFFICE TEL: (670) 322-4311/4312 FAX: (670) 322-4320

JOHN F. BIEHL DEPUTY ATTORNEY GENERAL SUSUPE OFFICE TEL: (670) 234-7111/7771/6207

PUBLIC NOTICE

ERIC S. SMITH Assistant Attorney General Chief, Civil Division TEL: (670) 322-4311/4312

RICHARD WEIL Assistant Attorney General Chief, Solicitor Division TEL: (670) 234-7111/7771/6207

EDWARD L. HAYDEN Assistant Attorney General Chief, Criminal Division TEL: (670) 234-7111/7771/6207

Due to an oversight the attached Public Notice was omitted and should be added to the January 15, 1989 Commonwealth Register, Volume 11, Number 01.

Date: 01-23-89

SOLEDAD B. SASAMOTO

Registrar of Corporations



Commonwealth Utilities Corporation Office of the Executive Director

Lower Base P.O. Box 1220 Sainang A.P. 96930

I MAN MA ADOPTA NA REGULASION POT SETBISION ELECTRICIDAD
GINEN I COMMONWEALTH UTILITIES CORPORATION
APAS POT USON ELECTRICIDAD

Este siha na regulasions man ma adopta nu i Cuetpon Directores i Commonwealth Utilities Corporation (CUC) sigum i 4 CMC, Sectiona 8157. Este siha na regulasion yan otro siha gi man mamamaila man gai fuetsa cumo lai ya debe de uma comple gi cada personat yan cuetpo nu i gaige gi halom i Commonwealth giya Northern Marianas (CNMI).

Sigum i Lai Publico 4-47, Articulo 4(c) yan Lai Publico 6-5, Sectiona 319, i sigiente siha na apas uson electricidad debe de u ma aplica para todos commetsiante gi sigiente siha na manera.

Classen Commetsiante

Apas Kilowatt Na Ora Nu I Manasetbe

Fanlihingan/masagagayi na guma

\$0.11

Commetsiante/Business

\$0.16

Gobetnamento

\$0.16

I man maadopta siha na regulasions apas pot uson electricidad mapublica gi Commonwealth Register gi Septembre dia 15, 1988. I CUC Board of Directors ha adopta este siha na regulasions gi Enero dia 13, 1989 sin hafa na tinilajka.

Jóse M. Taitano, Chairman

Board of Directors

Date