Asthma Regional Council, 95 Berkeley Street, Boston, MA 02116, $766,355.

Dated: June 12, 2006.

Warren Friedman,

Deputy Director, Office of Healthy Homes and Lead Hazard Control.

[FR Doc. E6–10224 Filed 6–28–06; 8:45 am]

BILLING CODE 4210–67–P

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR–4914–N–08]

Mortgagee Review Board; Administrative Actions

AGENCY: Office of the Assistant Secretary for Housing-Federal Housing Commissioner, Department of Housing and Urban Development (HUD).

ACTION: Notice.

SUMMARY: In compliance with Section 202(c) of the National Housing Act, this notice advises of the cause and description of administrative actions taken by HUD's Mortgagee Review Board against HUD-approved mortgagees.

FOR FURTHER INFORMATION CONTACT: David E. Hintz, Secretary to the Mortgagee Review Board, 451 Seventh Street, Room B–133 Portals 200, SW., Washington, DC 20410–8000, telephone: (202) 708–3856, extension 3594. A Telecommunications Device for Hearing- and Speech-Impaired Individuals (TTY) is available at (800) 877–8339 (Federal Information Relay Service).

SUPPLEMENTARY INFORMATION: Section 202(c)(5) of the National Housing Act (added by Section 142 of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101–235, approved December 15, 1989), requires that HUD ''publish a description of and the cause for administrative action against a HUD-approved mortgagee'' by the Department's Mortgagee Review Board (Board). In compliance with the requirements of Section 202(c)(5), this notice advises of administrative actions that have been taken by the Board from March 14, 2005 to May 16, 2006.

1. ABN Amro Mortgage Group, Inc., Ann Arbor, MI [Docket No. 04–4318–MR]

Action: Settlement Agreement signed December 30, 2005. Without admitting wrongdoing or fault, ABN Amro Mortgage Group, Inc. (ABN Amro) agreed to pay the United States of America the sum of $16,850,000. ABN Amro also agreed not to submit claims or cause claims to be submitted to HUD for any of the 783 mortgage loans covered in the Settlement Agreement.

Cause: The Board took this action based on a violation of HUD/FHA requirements in the origination of HUD/FHA-insured loans where ABN Amro made false certifications to HUD on 26,775 FHA-insured mortgages.

2. AMortgage Link, LLC, Memphis, TN [Docket No. 03–3170–MR]

Action: Settlement Agreement signed October 20, 2005. Without admitting liability or fault, AMortgage Link, LLC (AMortgage Link) agreed to pay HUD an administrative payment in the amount of $33,500.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where AMortgage Link: Failed to ensure that its employees worked exclusively for AMortgage Link; allowed prohibited payments to individuals who received other payments for services related to a loan transaction; failed to implement and maintain a Quality Control Plan in compliance with HUD/FHA requirements; submitted falsified and conflicting documentation to obtain FHA mortgage insurance; and failed to provide files that originating lenders are required to maintain.

3. Apreva, Inc., Bellevue, WA [Docket No. 06–6001–MR]

Action: Settlement Agreement signed March 3, 2006. Without admitting fault or liability, Apreva, Inc. (Apreva) and Apreva's President agreed: To an indefinite voluntary withdrawal of its FHA-approval until it has paid, or otherwise indemnified HUD for its losses on thirty-four mortgages; to pay HUD a civil money penalty in the amount of $316,000; that Apreva's President will not have a controlling interest (defined as 51% or greater) in any other FHA-approved mortgage company during the time Apreva's withdrawal is in effect; and if Apreva fails to make any civil money penalty payment under the Settlement Agreement that Apreva's President will personally guarantee such payment.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Apreva: Failed to provide adequate compensating factors to justify the approval of mortgages with ratios exceeding HUD/FHA standards; failed to adequately document employment income in accordance with HUD/FHA requirements; failed to properly verify the source of funds used for the downpayment and/or closing costs; failed to evaluate credit history and/or explain negative credit information to ensure compliance with HUD/FHA credit requirements; approved mortgages without establishing that the interest rate buy-down will not have an adverse effect on the borrower's ability to make mortgage payments in accordance with HUD/FHA requirements; failed to adequately explain and/or resolve important file discrepancies or irregularities; failed to obtain the borrower's original signature on the Uniform Residential Mortgage Application; improperly allowed the inclusion of gift funds in its calculation of cash reserves; falsely certified that mortgages were eligible for HUD/FHA mortgage insurance; allowed non-exclusive employees to originate HUD/FHA-insured mortgages; and failed to implement and maintain a Quality Control Plan and review procedures in compliance with HUD/FHA requirements.

4. Budget Mortgage Bankers, Ltd., New Hyde Park, NY [Docket No. 05–5076–MR]

Action: Settlement Agreement signed March 6, 2006. Without admitting liability or fault, Budget Mortgage Bankers, Ltd. (Budget) agreed to indemnify HUD for any losses incurred on 15 HUD/FHA-insured loans and, pay HUD and administrative payment in the amount of $238,500.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Budget: Approved more than one HUD/FHA-insured loan for borrowers without adequate justification; made false certifications on the HUD Form 92900–A, Part II, Lender Certification; failed to ensure that loan amounts did not exceed the maximum loan-to-value limits; failed to underwrite the loan in accordance with HUD/FHA requirements because it permitted the use of an appraiser not approved by the Department; failed to originate and underwrite streamline refinance loans in accordance with HUD/FHA requirements; failed to establish the source and/or adequacy of funds for the down payment and/or closing costs; failed to ensure borrowers met the minimum credit requirements; failed to provide and/or verify significant compensating factors for loans with back-end ratios that exceeded HUD/FHA standards; failed to properly verify and analyze the borrower's income and/or stability of employment; failed to ensure that verifications and other supporting documents did not pass

through the hands of an interested third party; failed to address discrepancies in documents used to originate HUD/FHA mortgages; failed to ensure all parties involved in the transaction were screened to determine their eligibility to participate in HUD/FHA's mortgage insurance program; failed to ensure that all required repairs for a property insured as a Section 203 (k) loan were completed before the loan was refinanced into a Section 203(b) loan; failed to ensure that relevant loan documents were fully executed; permitted an employee, who was also a party to the transaction, to be involved in processing the loan; and failed to implement and maintain a Quality Control Plan in conformance with HUD/FHA requirements.

5. Columbia Funding Group, Inc., Beaverton, OR [Docket No. 05–5078–MR]

Action: Settlement Agreement signed May 1, 2006. Without admitting liability or fault, Columbia Funding Group, Inc. (Columbia), agreed to pay HUD an administrative payment in the amount of $20,000.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Columbia: Failed to ensure that HUD/FHA-insured loans were originated by employees of Columbia; falsely certified on the HUD/VA Addendum to the loan application that the information was obtained directly from the borrower by a fulltime employee or Columbia's duly authorized agent; failed to ensure that employees did not work at other companies in a related industry; allowed mortgagors to sign incomplete or blank documents; failed to retain complete origination files; failed to ensure that the person performing quality control reviews was not involved in origination functions; and failed to adopt and maintain a Quality Control Plan.

6. Discover Mortgage Company, Vancouver, WA [Docket No. 04–4947–MR]

Action: Settlement Agreement signed October 18, 2005. Without admitting liability or fault, Discover Mortgage Company (Discover) agreed to pay HUD an administrative payment in the amount of $70,000.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Discover: F ailed to adopt and implement a Quality Control Plan in compliance with HUD/FHA requirements for years 2002 and 2003 (repeat finding); originated HUD/FHA-insured loans from branch offices with prohibited branch arrangements; and failed to retain complete loan origination files in accordance with HUD/FHA requirements.

7. First Florida State Mortgage Corporation, Melbourne, FL [Docket No. 05–5063–MR]

Action: Settlement Agreement signed March 10, 2006. Without admitting liability or fault, First Florida State Mortgage Corporation (First Florida) agreed to pay HUD an administrative payment in the amount of $8,500.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where First Florida: Failed to implement and maintain a Quality Control Plan in compliance with HUD/FHA requirements in the year 2004; violated HUD/FHA third party origination restrictions in six loans; made false certifications on the Uniform Residential Loan application and HUD/VA Addendum to the Uniform Residential Loan Application in six loans; and failed to ensure credit documents did not pass through the hands of interested third parties in two mortgages.

8. First Rate Capital Corporation, Melville, NY [Docket No. 05–5072–MR]

Action: Settlement Agreement signed March 21, 2006. Without admitting liability or fault, First Rate Capital Corporation (First Rate) agreed to indemnify HUD for any losses on three HUD/FHA-insured loans. First Rate also agreed to pay HUD an administrative payment in the amount of $109,500.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where First Rate: Used conflicting information to originate HUD/FHA insured loans; violated third party origination restrictions; permitted individuals who were not exclusive employees to originate HUD/FHA loans; signed and falsely certified on the HUD 92900–A, Part II, Lender Certification; failed to ensure that the borrowers met the statutory three percent minimum required investment in the property; failed to provide evidence that original verification documents were received and reviewed; failed to document the source and/or adequacy of funds for downpayment and/or closing costs; failed to properly analyze the borrower's credit history to ensure HUD's minimum credit requirements were met; failed to properly verify the borrower's income and/or stable employment history; failed to ensure that the HUD–1 Settlement Statement accurately reflect the loan transaction; failed to reconcile incongruities in appraisals or accepted incomplete appraisal reports; and failed to implement and maintain a Quality Control Plan in conformance with HUD requirement.

9. Flagstar Bank, FSB, Troy, MI [Docket No. 05–5031–MR]

Action: Settlement Agreement signed January 11, 2006. Without admitting wrongdoing, liability or fault, Flagstar Bank, FSB (Flagstar) agreed: To comply with all of the provisions of the Fair Housing Act; to resolve all outstanding issues raised in the Notice of Violation within thirty days of the effective date of the Settlement Agreement; and to pay HUD a civil money penalty in the amount of $182,000.

Cause: The Board took this action based on a violation of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Flagstar violated the Fair Housing Act from May 1, 2001 to January 31, 2002 by charging non-minority borrowers higher fees than minority borrowers.

10. George Mason Mortgage, LLC, Fairfax, VA [Docket No. 05–5055–MR]

Action: Settlement Agreement signed December 1, 2005. Without admitting liability or fault, George Mason Mortgage, LLC (George Mason) agreed to pay HUD an administrative payment in the amount of $45,000. George Mason also agreed to indemnify HUD for any losses on one loan.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where George Mason: Failed to properly analyze the borrower's credit history to ensure minimum credit requirements were met and conflicting information was resolved, prior to originating HUD/FHA-insured loans; failed to adequately verify and document the source and/or adequacy of funds used for downpayment and/or closing costs; failed to provide evidence that original verification documents were received and reviewed; and failed to set up escrow accounts for the deposit of buy-down funds.

11. Greenwich Home Mortgage Corporation, Cedar Knolls, NJ [Docket No. 05–5077–MR]

Action: Settlement Agreement signed March 3, 2006. Without admitting liability or fault, Greenwich Home

Mortgage Corporation (Greenwich) agreed to: Pay HUD an administrative payment in the amount of $58,000; indemnify HUD for any losses on five loans; and refund borrowers excessive fees on 18 loans.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Greenwich: Failed to ensure the borrower was eligible for HUD/FHA mortgage insurance, with respect to the intended use of the property and occupancy status; failed to establish the source and/or adequacy of funds for the downpayment and/or costs due at closing; failed to ensure borrowers met their minimum required cash investment; failed to provide significant compensating factors for loans approved with fixed payment to income ratios that exceeded HUD standards; failed to properly document the borrower's income and/or a stable two-year employment history; failed to maintain documentation that 203(k) required repairs were completed in a timely and satisfactory manner and escrowed funds were properly disbursed; charged borrowers fees in excess of the actual cost for services, without adequate justification; and the Quality Control Plan was missing a few compliance requirements.

12. Home Consultants, Inc., Lake Ariel, PA [Docket No. 04–4792–MR]

Action: Settlement Agreement signed March 9, 2006. Without admitting liability or fault, Home Consultants, Inc. (HCI) agreed to indemnity HUD for any losses on 12 loans; refund unallowable fees identified in 48 loans; and to pay $1,777.34 to buy-down one loan. Home also agreed to pay HUD an administrative payment in the amount of $81,500.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where HCI: used false and conflicting information to originate FHA loans; failed to establish the source and/or adequacy of funds used for down payment and/or closing costs; failed to properly analyze the borrower's credit history to ensure HUD's minimum credit requirements were met; failed to properly verify and/or document effective income; failed to ensure the loan closed in the same manner as it was underwritten and approved; failed to comply with HUD/FHA requirements concerning contingent liabilities; failed to ensure borrowers met the minimum required investment; failed to ensure that the documents used to approve the loans were not handled by an interested party to the transaction; charged borrowers fees that are specifically prohibited by HUD; failed to ensure the property met minimum property standards; failed to resolve discrepancies regarding ownership of properties before the loans were submitted to HUD and HCI accepted an incomplete Uniform Residential Appraisal Report that did not support the final value conclusion; and implemented a Quality Control Plan that did not contain all elements required by HUD.

13. Liberty Mortgage Brokers, Richmond Hill, NY [Docket No. 04–4370–MR]

Action: Settlement Agreement signed February 28, 2006. Without admitting liability or fault, Liberty Mortgage Brokers (Liberty) agreed to pay HUD an administrative payment in the amount of $10,000. Also, Liberty voluntarily surrendered its FHA approval effective August 19, 2005 and has agreed not to re-apply for FHA approval.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Liberty: participated in a scheme with other lenders to violate HUD conflict of interest regulations; failed to file annual reports regarding loan application activity; failed to maintain complete loan files; and failed to implement and maintain an adequate Quality Control Plan in compliance with HUD/FHA requirements.

14. Mid-America Mortgage Corporation, Denver, CO [Docket No. 05–5052–MR]

Action: On March 14, 2005, the Board issued a letter to Mid-America Mortgage Corporation (Mid-America) suspending its FHA approval pending resolution of the Indictment against Mid-America's President.

Cause: The Board took this action because Mid-America's President/owner was indicted in United States District Court for conspiring with others to falsify information included in loan applications submitted to HUD for the purpose of obtaining mortgage loans with HUD/FHA mortgage insurance.

15. Moreland Financial Corporation, Fort Washington, PA [Docket No. 04–4433-MR]

Action: The Board voted to reject Moreland Financial Corporation's (Moreland) settlement offer of installment payments and insisted that Moreland pay $22,000 in administrative payments in one lump sum.

Cause: The Board took this action because Moreland failed to finalize a settlement previously considered by the Board.

16. Mortgage Access Corporation d/b/a Weichert Financial Services, Morris Plains, NJ [Docket No. 05–5044–MR]

Action: Settlement Agreement signed December 20, 2005. Mortgage Access Corporation (Mortgage Access) agreed to indemnify HUD for any losses incurred on nine loans. Mortgage Access also agreed to make an administrative payment to HUD in the amount of $53,500.

Caution: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where Mortgage Access: failed to properly document the source and/or adequacy of funds used for the downpayment and closing costs; failed to properly document the amount of reserves used for loan approval; failed to properly document the borrower's employment, income or both; failed to ensure that verification and other supporting documents did not pass through the hands of an interested third party; failed to resolve discrepancies between the Uniform Residential Appraisal Report, the HUD–1 Settlement Statement, and the sales contract; failed to ensure that the loan amounts did not exceed the maximum loan-to-value limits; charged borrowers unallowable fees; failed to implement and maintain a Quality Control Plan in conformance with HUD/FHA requirements; and failed to retain complete loan origination files for review and to comply with HUD's requests for documentation.

17. U.S. Mortgage Finance Corporation, Timonium, MD [Docket No. 04–4227–MR]

Action: Settlement Agreement signed March 21, 2006. Without admitting liability or fault, U.S. Mortgage Finance Corporation (USMFC) agreed to pay HUD an administrative payment in the amount of $72,000. USMFC also agreed to indemnify HUD for any losses incurred on five loans.

Cause: The Board took this action based on the following violations of HUD/FHA requirements in the origination of HUD/FHA-insured loans where USMFC: allowed its employee to work for another entity while employed by USMFC; employed an ineligible loan officer (a debarred individual) in violation of HUD/FHA approval standards; falsely stated on the Uniform Residential Loan Application (URLA) that the applications were taken by face-

to-face interviews by an employee, and falsely certified on the Addendum to the URLA; used falsified documentation and/or conflicting information in originating loans and obtaining HUD/FHA mortgage insurance; failed to follow HUD-required procedures in calculating maximum mortgage amounts, thereby insuring HUD/FHA loans that exceed HUD limits; failed to follow HUD-required procedures in cases where a non-profit agency was providing the down payment assistance in the form of a gift; and failed to adequately verify the amount and stability of effective income.

Dated: June 16, 2006.

Brian D. Montgomery

Assistant Secretary for Housing Federal Housing Commissioner.

[FR Doc. E6–10225 Filed 6–28–06; 8:45 am]

BILLING CODE 4210–67–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Draft Environmental Impact Statement for the Mandan, Hidatsa, Arikara (MHA) Nation's Proposed Clean Fuels Refinery, Fort Berthold Indian Reservation, Ward County, ND

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice.

SUMMARY: This notice advises the public that the Bureau of Indian Affairs (BIA) as lead agency, with the U.S. Environmental Protection Agency (EPA) as co-lead agency, and the Mandan, Hidatsa and Arikara (MHA) Nation and the U.S. Army Corps of Engineers as cooperating agencies, intends to file a Draft Environmental Impact Statement (DEIS) with the EPA for the proposed Clean Fuels Refinery, and that the DEIS is now available for public review. The proposed federal actions are: (1) The taking into trust of 469 acres of fee land by the BIA in support of the MHA Nation's proposal to construct and operate a clean fuels refinery and produce buffalo forage; and (2) the issuance by the EPA of a Clean Water Act, Draft National Pollutant Discharge Elimination System Discharge (NPDES) permit for the discharge of treated wastewater from the proposed refinery. This notice also advises the public of the availability of the Draft NPDES permit (#ND–0030988) for review, and announces public hearings on the DEIS and Draft NPDES permit.

DATES: Written comments on the DEIS and/or Draft NPDES permit must arrive by August 29, 2006. The public hearings will be held July 31 through August 4, 2006, from 7 p.m. to 9 p.m., and August 5, 2006 (two meetings), from 10 a.m. to 2 p.m. and from 2 p.m. to 4 p.m. No hearing will close, however, before all those who wish to make statements have been heard.

ADDRESSES: You may mail, hand carry, or telefax written comments on the DEIS to William Benjamin, Regional Director, Great Plains Region, Attn: Diane Mann-Klager MC 301, Bureau of Indian Affairs, 115 4th Avenue SE, Aberdeen, South Dakota 57401, Telefax: 605–226–7358.

You may mail, hand carry, or telefax written comments on the Draft NPDES permit to Bruce Kent, U.S. Environmental Protection Agency, Region 8 (8P–W–P), 999 18th St., Suite 300, Denver, Colorado 80202–2466, Telefax: 303–312–7984.

The addresses for the public hearings are as follows:

July 31, 2006: Twin Buttes Segment Office, 79 E. Avenue, NW, Halliday, ND.

August 1, 2006: Ralph Well, Jr. Memorial Complex, 1620 61st Avenue, NW, Roseglen, ND.

August 2, 2006: Parshall Veterans Memorial Community Building, 315 2nd St. SE, Parshall, ND.

August 3, 2006: Mandaree Community Center, 4th Avenue, NE, 404 Ridge Road, Mandaree, ND.

August 4, 2006: Four Bears Casino, 202 Frontage Road, New Town, ND.

August 5, 2006 (10 a.m.): New Town North Segment Community Building, 710 East Avenue, New Town, ND.

August 5, 2006 (2 p.m.): Makoti Pioneer Senior Citizen's Center, 240 Main Street, Makoti, ND.

The DEIS and Draft NPDES permit are available for public review at the following locations:

- Bureau of Indian Affairs, Great Plains Regional Office, 115 4th Avenue, SE, Aberdeen, SD.
- Bureau of Indian Affairs, Fort Berthold Agency. 202 Main Street, New Town, ND.
- EPA Region 8 Library, 999 18th Street, 1st Floor, Denver Place Building, Denver, CO.
- Three Affiliated Tribes, Legal Department, 404 Frontage Road, New Town, ND.
- Twin Buttes Segment Office, 79 E. Avenue, NW., Halliday, ND.
- White Shield Segment Office, 1620 61st Avenue, NW., Roseglen, ND.
- Parshall Segment Office, 315 2nd Street, SE., Parshall, ND.
- Mandaree Segment Office, 4th Avenue, NE, 404 Ridge Road, Mandaree, ND.
- Four Bears Segment Office, 404 Frontage Road, New Town, ND.
- North Segment Office, 710 East Avenue, New Town, ND.
- Three Affiliated Tribes, Office of the Secretary, 404 Frontage Road, New Town, ND.

The DEIS and Draft NPDES permit are also available on the following Web sites: *http://www.epa.gov/region8/compliance/nepa and http://www.MHANation.com.*

If you would like to obtain a copy of the DEIS and/or Draft NPDES permit, please write to Diane Mann-Klager at the address provided above for the BIA Great Plains Regional Office, or to Monica Morales, EPA Region 8, 999 18th Street, Suite 300, Denver, CO 80202–2466, or call the corresponding numbers provided below. Copies of the NPDES permit application as well as an accompanying Fact Sheet are also available upon request at the above EPA address. The administrative record for the NPDES permit, which includes data submitted by the applicant, is located at, and available upon request from this same EPA address.

FOR FURTHER INFORMATION CONTACT: Requests for information on the DEIS should be directed to Diane Mann-Klager, 605–226–7621 or Monica Morales, 303–312–6936 or 800–227–8917. You may request information on the Draft NPDES permits from Bruce Kent, 303–312–6133.

SUPPLEMENTARY INFORMATION: On February 5, 2003, the Three Affiliated Tribes Business Council, representing the MHA Nation, voted to purchase three tracts of land in the northeast corner of the Fort Berthold Indian Reservation. These tracts are located along Highway 23, four miles west of the town of Makoti in Ward County, North Dakota. The tracts include the NW ¼ of Section 20, Township 152 North, Range 87 West (Tract 1); the North ½ of Section 19, Township 152 North, Range 87 West (Tract 2); and Outlot 1 in the NE ¼ of Section 19, Township 152 North, Range 87 West (Tract 3). Taken together as a single parcel, these tracts encompass almost 469 acres. Following the purchase, the MHA Nation requested that the Department of the Interior, BIA, accept the tracts into trust status. The Indian Reorganization Act of 1935 authorizes the Secretary of the Interior to hold land for Indian Tribes and individual Indians in trust.

The MHA Nation proposes to use the 469 acres for two purposes. First, it would construct, own, operate, and maintain a clean fuels refinery on 190 acres of the 469-acre parcel. Second, it would grow forage for buffalo on the