

THE RESTORE LOUISIANA HOMEOWNER ASSISTANCE PROGRAM

PROGRAM MANUAL

Jan. 7, 2022
Version 8.3.2



Table of Contents

VERSION HISTORY	1
VERSION POLICY	18
POLICY CHANGE CONTROL BOARD (Policy CCB)	18
1. Definitions	20
2. Program Description and Objectives	22
3. Program Requirements	23
a. Eligible Activities	23
b. Ineligible Activities	23
c. National Objectives	23
4. Program Allocation and Administration	24
5. Program Solutions	24
a. Solution 1: Program Managed	25
b. Solution 2: Homeowner Managed	27
c. Solution 3: Reimbursement	29
d. Elevations	30
1. Local Permitting Regulations	31
6. Applicant Eligibility Criteria	33
a. Ownership	33
b. Occupancy	33
c. FEMA Registration	33
d. Requirement to Maintain Flood Insurance due to a Previous Flood Disaster Event	33
7. Property Eligibility Criteria	34
a. Geographic Target Areas	34
b. Structure Types	34
c. Tie-Back and Damage Requirements	35
8. Prioritization Criteria	35
9. Level and Terms of Assistance	36

a.	Eligible Award Cap	36
b.	Award Structure.....	36
1.	Reimbursement Award Structure	36
2.	Rehabilitation or Reconstruction Award Structure (Prospective Work)	37
c.	Replacement or Reimbursement of Manufactured Homes.....	38
1.	Program Allowances and Eligible Replacement/Reimbursement Options	38
2.	Elevation and Relocation of MHUs	41
a.	Elevation of MHUs	41
b.	Relocation of MHUs	42
3.	Damage Level.....	43
4.	MHU Replaced or Demolished Prior to Damage Assessment	43
5.	Replacing a Stick-built Home with an MHU.....	44
6.	New Construction in lieu of MHU Replacement.....	45
7.	Solution 2 Mobile Home Requirement to Maintain Flood Insurance	45
e.	Additional Work Outside of Program Scope	46
f.	Escrow	46
g.	Homeowner’s Responsibility	46
1.	Scope Deferment Policy	46
h.	Recapture	47
10.	Grant Execution	47
a.	Pre-Award Verifications	48
b.	Award Acknowledgement Letter	48
c.	Grant Agreement Documents	48
d.	Provisions of Funding.....	49
11.	Operating Procedures	49
a.	Deadlines.....	49
b.	Application Intake	50
c.	Stop-Work	50
d.	Applicant Communications	51
e.	Applicant Responsibilities	52
f.	Eligibility Verification	53
1.	Ownership	53
2.	Occupancy	58

3.	Damage.....	59
4.	Deleted	59
5.	Income Requirements	59
g.	Phase Verification	60
h.	Grant Determination.....	60
i.	Damage Assessments and Economy/Standard Grade Materials.....	61
j.	Duplication of Benefits Calculation	61
1.	FEMA	61
2.	SBA	62
3.	Private insurance	67
4.	Other Funding	68
5.	Award Calculation	68
6.	Repayment of Duplicative Assistance (Subrogation)	71
k.	Environmental Review.....	71
12.	Elevation Requirements	72
a.	Solution 1: Program-Managed Construction.....	73
b.	Solution 2: Homeowner-Managed Construction.....	74
c.	Solution 3: Reimbursement.....	74
13.	Repair and Reconstruction Estimates	75
a.	Introduction.....	75
1.	Sources of Cost Estimating Data	75
2.	Repair/Replacement Quality Standards	75
3.	Obtaining Information about Damages.....	76
b.	Damage Assessors and Their Roles.....	76
c.	Damage Assessments v. Insurance Inspections.....	77
d.	Types of Damage Assessments.....	78
1.	Repair Estimates	78
2.	Reconstruction Estimates	79
3.	Deciding Which Estimate to Use (Repair vs. Reconstruction)	81
4.	Reimbursement Estimates	81
14.	Construction	82
a.	Reconstruction Allowance.....	82
b.	Repair Allowances.....	84

1.	Units of Measurement	85
2.	Site Improvements	85
3.	Windows and Doors	86
4.	Roofing	86
5.	Insulation	87
6.	Interior Areas	87
7.	Electrical	88
8.	Plumbing System.....	88
9.	Heating, Ventilation, and Air Conditioning.....	89
a.	Repair Allowances: Duplexes and Townhomes	89
d.	Repair Allowances: Condominiums	90
e.	Structural Damage Assessments	90
1.	Structural Damage: Definition	90
2.	Structural Damage: RLHP Policy.....	90
15.	Appeals, Complaints and Grievances.....	90
a.	Program Appeals.....	91
b.	Complaints.....	91
c.	Solution 1 Construction Grievances.....	92
d.	Solution 2 Construction Grievances.....	92
16.	Records Management.....	92
a.	Administrative Records	93
b.	Personally Identifiable Information	93
c.	File Security	93
d.	Record Retention	93
e.	Applicant Files.....	94
17.	Other Federal Requirements.....	94
a.	Fair Housing/Civil Rights.....	94
b.	Anti–Fraud Waste and Abuse	94
1.	Program Applicants	95
2.	Vendors	95
	Appendix A: Sample Award Letters, Grant Agreements and Scope Acknowledgements	96
	AWARD ACKNOWLEDGEMENT LETTER	97
	ZERO AWARD LETTER	108

SOLUTION 1 - PROGRAM-MANAGED CONSTRUCTION GRANT AGREEMENT	114
SOLUTION 2 - HOMEOWNER-MANAGED CONSTRUCTION GRANT AGREEMENT	122
SOLUTION 2 – MOBILE HOME/MANUFACTURED HOME REPLACEMENT GRANT AGREEMENT	129
SOLUTION 3 – REIMBURSEMENT GRANT AGREEMENT	135
CHANGE ORDER/HOMEOWNER ACCEPTANCE OF SCOPE CHANGE	142
ACKNOWLEDGMENT OF SCOPE DEFERMENT	143
Appendix B: Application Forms	144
Fraud Acknowledgment Regarding False or Misleading Statements	145
RIGHT OF ENTRY (ROE) PERMIT	146
Consent and Release of Personal Information	148
Federal Form 4506T Request for Tax Transcripts	149
Appendix C: Subrogation Agreement	150
Appendix D: Green Building Standards	153
Appendix E: Program Price List	158
2017 Price List	159
2020 Price List	171
Appendix F: Reconstruction and Elevation Allowance Calculator: Elevation up to Three (3) Feet	181
Appendix G: Reconstruction and Elevation Allowance Calculator: Elevation Greater than Three (3) Feet, up to Nine (9) Feet	1
Appendix H: Flood Insurance Requirements and Verification	1
Appendix I: Solution 4 Policy	3
Appendix J: Temporary Housing Assistance Policy	71
Appendix K: Flood Insurance Assistance Policy	98
Appendix L: Solution 1 Construction Specifications	313



RLHP supports Fair Housing/Equal Employment Opportunity/ADA Accessibility

VERSION HISTORY

6/5/2017	Version 1.0 Published
11/9/2017	Version 2.0 Published
	<ul style="list-style-type: none"> • Additional formatting, grammar and non-substantive changes have been included throughout version 2.0. • Added Fair Housing logo and statement. page vi • Added Versioning Policy. page 4 • Added information regarding the Policy Change Control Board. page 4 • Added definition of “Disability” to clarify that the program definition for disability is consistent with federal law. page 5 • Added definition of “Habitable” to replace references to “decent, safe, and sanitary”. page 5 • Added definition of “Manufactured Home” to clarify that per the program manufactured housing that is modular will be treated as stick- or stick-built construction. page 5 • Edited Sec. 5 to clarify that applicants who have already demolished their damaged structure will need to provide documentation related to the damage and condemnation of the property. page 8 • Edited Sec. 5(b) to clarify that an executed construction contract is required prior to grant agreement execution for applicants who choose to manage their own construction under Solution 2. pages 9-10 • Added language to Section 5(b) to address policy changes related to situations where a homeowner manages their own construction project. pages 9-10 • Edited Section 5(b) clarifying that home improvement contractors who are registered with the Louisiana Contractors Licensing Board are eligible service providers for Solution 2 homeowners. pages 9-10 • Edited Section 5(b) to reflect policy change that allows homeowners to remain in their property, rather than vacate, during construction activities and that the final decision of the Program on this issue is not appealable. pages 9-10 • Edited Section 5(b) to include description of when the RLHP may issue a one-party check to an applicant. pages 9-10 • Edited Sec. 5(c) to add detail regarding federal reimbursement requirements and clarify that construction work performed after application or after the HUD deadline (if application is after the deadline) cannot be reimbursed by RLHP. Changed HUD deadline from September 8, 2017 to September 8, 2018 per HUD agreement to extension. Further updated to remove the previous requirement that all construction activities must be completed prior to reimbursement award. Also clarified that work performed between the date of application and the grant execution will be paid via draw against the repair award, upon successful completion of program inspection. pages 10-11 • Edited Sec. 5(d) to more clearly state the applicant’s responsibility for elevation of property inside the SFHA. page 11

	<ul style="list-style-type: none"> • Edited Sec. 8 to describe the Program’s rationale allowing for additional criteria for prioritization and processing steps related to opening applications in additional phases, based on such criteria as homeowners’ limited access to resources, impending deadlines related to applicant temporary disaster housing and program implementation efficiencies. page 14 • Deleted Phase Criterion 3. Change in policy expanding Phase eligibility criteria to include homeowners who had flood insurance at the time of the flooding events. Previous policy excluded those with flood insurance. Removed references to the previous requirement that barred application of homeowners who had flood insurance through a private service provider or the NFIP. pages 16, 18, 20, 22, 24, and 26 • Updated Phase charts to remove the flood insurance requirements from Phases and to update tiering criteria. All phases are now eligible for up to 100% of their prospective repair awards. Phases III-VI are now eligible to receive up to 50% of their reimbursement awards. pages 16, 18, 20, 22, 24, and 26 • Edited Sec. 9(b)(1) to clarify HUD rule related to reimbursement of manufactured home repair when the Program benefit is replacement. Reduction of duplication of benefit is allowed, but reimbursement is not. page 27 • Reorganized Sec. 9(c) for clarity and added sub-headings 1-6. pages 29-34 • Edited Sec. 9(c) to add detail regarding the Program’s decision to replace rather than rehabilitate damaged mobile home units. pages 29-30 • Edited Sec. 9(c) to clarify that any structure where a manufactured home constitutes a portion of the structure will be classified as a manufactured home under RLHP and that the size of the manufactured home portion will serve as the basis of any potential award. page 31 • Edited Sec. 9(c) “Replacement of Manufactured Homes” to add detail regarding change of structure type between manufactured housing and stick- or stick-built construction. pages 30-31 • Edited Sec. 9(c) to more clearly identify the parameters around the applicable funding caps when an applicant replaces a stick-built home with a manufactured housing unit. pages 30-31 • Edited Sec. 9(c) to clarify that when a manufactured home is procured to replace a damaged stick-built structure, that the award shall remain within the manufactured home replacement caps. Therefore, demolition of the previous stick-built structure is not considered an additional reimbursable cost. page 32 • Edited Sec. 9(c)(1) to clarify that RLHP intends for any applicant replacing a manufactured housing unit with a stick-built structure, that the new structure must be constructed on the same underlying property on which the damaged MHU was located. • Edited Section 10(d) to include the option for single-party check issuance in instances where an applicant acts on his/her own behalf as to manage his/her construction project. page 36
--	---

	<ul style="list-style-type: none"> • Edited Sec. 11(b) to clarify who must versus who may be on the application, who must sign documentation, and that RLHP bears no liability for any dispute between owner-occupants and non-occupant owners. page 36 • Edited Sec. 11(e) to add language from grant agreement into policy document for consistency. This language makes clear that the damaged property may not be transferred or sold until all work performed by the Program has been completed. page 39 • Edited Sec. 11(f)(1)(b)(4) to remove “and will be considered on a case by case basis”. Also clarified that the usufructuary must have been an occupant of the damaged structure at the time of the relevant flooding event. Usufruct documentation provided by an applicant will be reviewed, for sufficiency, by Program staff members who are Louisiana licensed attorneys. page 37 • Added Sec. 11(f)(1)(b)(6) to address applicant property at risk of seizure and foreclosure. page 40 • Edited Section 11(f)(1)(c)(1) to reflect more clearly defined criteria surrounding instances where a property owner who occupied the damaged home at the time of the relevant flooding event is now deceased, as well as the situation where a deceased homeowner passed away prior to the flooding event. page 41 • Edited Sec. 11(f)(2) to clarify that the driver’s license must be valid / unexpired as of the date of application. page 43 • Edited Sec. 11(f)(5)(a) to define the valid income certification period of one year, per HUD AGI income calculation methodology. page 45 • Edited Sec. 11(j)(2) “SBA” to more clearly identify the narrow instance where approved SBA loans may not be counted as a DOB. Further added “SBA loan declination is defined as an applicant having never executed the SBA loan documents” for clarification. page 47 • Updated example award calculation tables to remove tiered repair awards because policy expansion now allows all eligible applicants, regardless of phase, to receive up to 100% of their eligible repair award. pages 49-50 • Updated example award calculation tables to increase the 25% reimbursement for non-LMI applicants to 50%. pages 49-50 • Edited Sec. 13(a)(2) to clarify that applicants in Phases III-V who choose to waive a non-code, non-safety related eligible repair component of their award in order to proceed directly to their reimbursement award, will be re-phased to Phase VI for classification purposes, but will be served in the phase in which they enter the Program. page 52 • Rewrite Sec. 13(d) “Types of Damage Assessment” to clarify the distinction between damage estimate types and when they are used. pages 54-56 • Edited Sec. 14 to include details regarding Green Building Standards requirements. page 57 • Edited Sec. 14(a) to clarify which costs are included in the per square foot allowance for reconstruction. pages 57-58 • Added lead-based paint hazard mitigation pricelist to Appendix D.
--	---

	<ul style="list-style-type: none"> • Replaced Award Letter with Version 2. This version clarifies language for mobile home replacement and corrects a statement regarding timing of construction contract requirement under Solution 2 Homeowner-Managed Construction. pages 69-74 • Added Award Calculation Letter for Zero Award where an applicant's duplication of benefit exceeds the available award amount resulting in an award value of \$0. pages 75-80
1/25/2018	Version 3.0 Published
	<ul style="list-style-type: none"> • Edited Sec. 5 to clarify that the Program will allow an applicant to manager their own construction project or hire a licensed and insured homebuilding contractor. page 9. • Edited Sec. 5 to clarify that applicants will not be eligible for reimbursement if they have a Manufactured Housing Unit or stick-built property that will be replaced or reconstructed. However, these applicants may have their Duplication of Benefits assessment reduced. page 9. • Edited Sec. 5(b)(2) to clarify that Solution 2 self-management is allowed only for rehabilitation projects. page 10 • Edited Sec. 5(b)(2) to clarify the requirements for self-managed rehabilitation projects at or below \$10,000.00 versus those above \$10,000.00. page 11. • Edited Sec. 5(c) for consistency with edits in Section 5 and to explain how a Duplication of Benefits reduction may be obtained. page 12. • Edited Sec. 9(b)(1) to clarify that reimbursement payments are for eligible expenses where the applicant will repair their home rather than replacing a MHU or reconstructing a stick-built home. page 29. • Edited Sec. 9(c) to include the same language incorporated into Section 5(c) related to the prohibition of reimbursement for repairs on a MHU that will be replaced under the Program. page 31. • Edited Sec. 10(d) to streamline language under the Solution 3 "provision of funding" section of the table. page 37. • Edited Sec. 11(j)(1) and (3) to clarify applicability of duplication of benefits policy to forced mortgage payoffs versus voluntary mortgage payoffs, as required under the Robert T. Stafford Act. pages 48 and 49. • Edited Sec. 11(k) to clarify existing Program rules prohibiting repair or reconstruction inside a floodway. page 53. • Added Sec. 12 as a Reserved section to preserve numbering throughout the manual. page 53. • Edited Sec. 13(a) to reference Appendix E for the Program pricelist (formerly Appendix D in version 2). page 53. • Edited Sec. 13(d)(2) to update the reconstruction allowance price per square foot from \$70.75 to \$78.00. page 57.

	<ul style="list-style-type: none"> • Edited Sec. 14 to require applicants to close open permits or execute scope affidavit prior to grant execution and explain that failure to perform at least one of these actions will result in a hold on any further progress of the applicant file within the RLHP Program. pages 59-60. • Edited Sec. 14(a) to update the reconstruction allowance price per square foot from \$70.75 to \$78.00. Further updated language to describe work included in the \$78.00 per square foot allowance. page 60. • Appendix A updated to include Award Acknowledgment Letter v. 3 and Zero Award Letter v. 2. • Changed Appendix D to add Green Building Standard notifications. • Former Appendix D Pricelist moved to Appendix E.
3/16/2018	Version 3.1 Published
	<ul style="list-style-type: none"> • Edited Section 5 to change a list identification from (b) to (c) to correct a typographical error. page 14. • Edited Sec. 5(a) to add language from Solution 1 grant agreement related to flood insurance requirements within the main text of the homeowner manual, to make this requirement clearest to applicants. pages 11-12. • Edited Sec. 5(b) to add language from Solution 2 grant agreements related to flood insurance requirements within the main text of the homeowner manual, to make this requirement clearest to applicants. pages 13-14. • Edited Sec. 5(c) to add language from Solution 2 grant agreements related to flood insurance requirements within the main text of the homeowner manual, to make this requirement clearest to applicants. pages 14-15. • Edited Sec. 5(d) to include information to assist applicants with understanding elevation requirements. Pages 15-16. • Edited Sec. 5(d) to change the word “homeowner” to the word “applicant” for consistency with language throughout the manual. pages 15-16. • Edited Sec. 7(b)(1) to include sub-category (f) to make clear that mixed use buildings are ineligible for Program assistance. page 18. • Edited Sec. 9(c)(1) to clarify the calculation process for MHU awards, consistent with all other explanations of the same throughout this manual. page 34. • Edited Sec. 10(c) to add reference language to Sec. 5 referencing the grant agreements related to the flood insurance requirements. page 40. • Sec. 12 was previously a reserved section in Version 3 to preserve numbering consistency. In this version, Sec. 12 has been appropriated to address proof of compliance with elevation requirements. This is clarification of policy. pages 56-57. • Edited Sec. 14(b)(4) to clarify Program intent by removing the sentence “Roofing damages will be considered when the Damage Assessor documents that the level of flooding for a structure reached at least to the roof rafter fascia of the home.” page 67.

	<ul style="list-style-type: none"> • Edited Sec. 15 to include information about the effects of policy changes on awards and retroactive award re-calculation. page 71. • Edited the award acknowledgment letter to include flood insurance and elevation language consistent with the homeowner manual and grant agreement documents. Also added information about the applicability of policy changes to retroactively re-calculate awards. Appendix A. • Edited the zero award letter to add information about the applicability of policy changes to retroactively re-calculate awards. Appendix A. • Made minor edits to the award letters related to the inclusion and exclusion of overhead and profit in the award calculation to provide consistency of application of the overhead and profit rule. Overhead and profit (O&P) is added to awards in Solution 2 and Solution 3 only. Appendix A.
10/5/2018	Version 4.0 Published
	<ul style="list-style-type: none"> • Minor editing for grammar, spelling and capitalization throughout document. • Edited definition of “applicant” to remove the language “All owner-occupants must sign Program documents”. • Added definition for Construction Technical Advisors. page 12 • Added definition for Grant Execution Date. page 12 • Added definition for Subrogation. page 13 • Edited Sec. 2 to include description of converting survey to application, updates to survey and application deadlines, and updates to phasing criteria. pages 13-14 • Edited Sec. 5 to include examples of scenarios that may convert a rehabilitation project to a reconstruction project. This has been applied retroactively. • Edited Sec. 5(a) to add the following clarifying language: “Moving out of the property shall be the applicant’s responsibility and done at the applicant’s own expense.” page 17 • Edited Sec. 5(a) to include the language: “The full insurable value of the structure will be based upon the Program’s final total project cost for the applicant.” This has been applied retroactively. page 17 • Edited Sec. 5(a), 5(b), and 5(c) to clarify that failure to maintain flood insurance will result in an applicant’s property being ineligible for future disaster relief. • Edited Sec. 5(a), 5(b), and 5(c) to clarify when proof of flood insurance documentation is required and what type of documentation is acceptable. • Edited Sec. 5(b) to clarify when a single-party check may be issued for construction activities and the applicant’s responsibility to pay for any contracted work. page 19 • Deleted Sec. 5(b) subheading and content for Solution 2 Mobile Home Requirement to Maintain Flood Insurance and moved this requirement to Sec. 9(c)(7).

	<ul style="list-style-type: none"> • Edited Sec. 5(c) to reflect the extended HUD reimbursement deadline from September 8, 2018 to December 31, 2018. page 21 • Edited Sec. 5(c) to add: “However, payment will be held until any required proof of flood insurance is provided to the Program.” This language was added for consistency with the proof of flood insurance requirements. page 22 • Edited Sec. 5(d) to add: “RLHP will not elevate slab-on-grade structures under Solution 1. However, if Solution 2 is chosen, a slab-on-grade elevation will be permitted. Elevation will be funded at 100% of Program approved cost when elevation is required.” page 23 • Edited Sec. 5(d) to clarify applicant’s responsibility to provide substantial damage/substantial improvement determination from local jurisdiction. Further added details of the RLHP due diligence steps to attempt verification of substantial damage/substantial improvement information with local jurisdictions. Also added information pertaining to jurisdictions that issue determinations after work has already been completed. pages 23-24 • Edited Sec. 5(d) to add: “Elevation will be funded at 100% of Program approved cost, when elevation is required, and must result in a final elevation height of two (2) above the BFE, two (2) feet above the ABFE, or as required by local jurisdiction, whichever is greater. Elevation costs are restricted to physical structure elevation on pilings, CMU blocks, pier and beam, or other structurally appropriate methodology. RLHP will not pay for fill as an elevation method for Program Solution 1 slab-on-grade elevations.” page 24 • Edited Sec. 5(d) to add information about elevation funding for stick-built reconstruction projects. page 24 • Added Sec. 6(d) to include flood insurance requirements for residences that previously received federal assistance as a result of a flood event. pages 25-26 • Deleted Sec. 8 due to policy change that eliminates funding tiers and phasing criteria. Refer to previous versions of RLHP guidelines for phasing criteria and previous implementation of phases. • Edited Sec. 9 to address policy change that eliminates funding tiers and allows for 100% reimbursement of all eligible reimbursement costs, less DOB and any applicable Program caps, regardless of applicant of phase. This change has been applied retroactively. • Edited Sec. 9(b)(1) to include the following language: “In the absence of receipts, Program estimation methodology for the valuation of completed repairs may be used as a method to document repair value for DOB reduction purposes.” page 28 • Edited Sec. 9(b)(1) to include the following language: “All Program applicants who have replaced a flood damaged MHU prior to application to RLHP are potentially eligible for 100% of reimbursement of eligible costs related to the replacement up to the Program cap and less any duplication of benefits.” page 29
--	--

	<ul style="list-style-type: none"> • Replaced Section 9(b)(1)(a) with Header “Economy / Standard Grade Materials”. This section clarifies how the Program calculates repair values. page 29 • Deleted Section 9(b)(1)(b), but reserved numbering. This change constitutes a policy change. Reimbursement is no longer limited to 50% of eligible proven expenses for Phases 3-6. This change has been applied retroactively. page 29 • Moved relevant text from former sections 9(b)(1)(a) and (b) to section (9)(b)(1). page 28 • Edited Sec. 9(c)(1) to include the following language: “Costs associated with removal of the damaged MHU and customization of access will only be included for Solution 2 applicants and are not subject to reimbursement (under Solution 3). page 30 • Edited Sec. 9(c)(1) to remove references to tiering of awards. Changes to tiering of awards has been applied retroactively. • Edited Sec. 9(c)(1) to clarify that applicants that are replacing their MHU with a stick-built home can relocate to a new location outside of the SFHA. • Edited Sec. 9(c)(1) to include two new subsections for clarification: “Funding under Solution 2-Prospective Purchase of MHU” and “Funding under Solution 3-Reimbursement for Prior Purchase of MHU”. page 32 • Edited Sec. 9(c)(2) to include the following language: “Elevation will be provided using CMU blocks, pilings, or other approved construction methods, but the RLHP will not pay for elevation by fill.” page 33 • Edited Sec. 9(c)(2) to include two new subsections for clarification: “Elevation of MHUs” and “Relocation of MHUs”. page 33 • Edited Sec. 9(c)(2)(b) to clarify that applicants who purchased a replacement MHU within a Special Flood Hazard Area can qualify to receive elevation funding if the applicant is not elevated to the Program required height. • Edited Sec. 9(c)(2)(b) to clarify Program requirements for MHU relocation. • Edited Sec. 9(c)(3) to provide examples of documentation that may substantiate Major / Severe damage. page 35 • Edited Sec. 9(c)(4) to clarify applicant responsibility to provide documentation to Program. page 35 • Added Sec. 9(c)(7) by moving text from former Sec. 5(b). page 37 • Added Sec. 9(c)(7) to reflect requirements related to MHU flood insurance requirements. This was moved from previous section 5(b). • Deleted Sec. 9(d) due to phases no longer being applicable as of July 20, 2018. • Added Sec. 9(f)(1) to address Scope Deferral Policy. page 38 • Edited Sec. 10 to clarify that when there are multiple owner-occupants, only one owner-occupant is required to sign the grant agreement, except in cases of a Solution 1 reconstruction project. page 39 • Edited Sec. 10(a) to include the following language: “Applicants are subject to audit and further review throughout their participation in the Program, up to five years after project completion, and must provide additional documentation in support of their applications as requested by the State, its representatives or agents, HUD, HUD OIG, or the Louisiana Legislative Auditor.
--	---

	<p>Failure to comply with these requests may result in recapture of funds.” page 39</p> <ul style="list-style-type: none"> • Edited Sec. 10(c)(3) to specify that no appeals are eligible after execution of the grant agreement. page 39 • Edited Sec. 11(a) to add survey deadline of October 19, 2018 and application deadline of November 16, 2018. page 40 • Edited Sec. 11(b) to clarify that all owner-occupants must sign the grant agreement for Solution 1 reconstruction projects. pages 40-41 • Edited Sec. 11(e) to elaborate on the Program’s procedures if an applicant is non-responsive or fails to provide the Program with necessary documentation. page 42 • Edited Sec. 11(f)(3) to include examples of documentation that may substantiate Major / Severe Damage. page 49 • Added Sec. 11(f)(1)(c)(1) to include language that outlines RLHP’s procedures in the event of an applicant’s death after the execution of the RLHP grant agreement. pages 45-47 • Edited Sec. 11(f)(5)(a) to include the following language: “Documentation verifying this information is collected from applicants who report to be low to moderate income before grant execution, however, documentation from other applicants may be required for verification purposes”. page 50 • Deleted original language in Sec. 11(g), added the following language: As of July 20, 2018, all phases were opened to all applicants with the reimbursement tiered percentage adjustment from 50% to 100%. The tiered percentage change has been applied retroactively. Phase verification is no longer applicable as of July 20, 2018. For files that had not completed phase verification by July 20, 2018, the former procedure for phase verification is detailed in previous versions of the RLHP guidelines. page 51 • Edited Sec. 11(h) to elaborate on special accommodations and disabilities in the grant award calculation. page 51 • Edited Sec. 11(j)(2) with the following note: “No policy changes have been made as of the date of this publication. Should federal policy be amended, revisions will be reflected in a future version of this publication.” page 53 • Edited Sec. 11(j)(5) to separate out information about the award calculation for applicants who were impacted by only one of the eligible flood events (March or August 2016) versus those applicants who were impacted by both flood events. Added description of award calculation for those applicants impacted by both flood events. page 54 • Edited Sec. 11(j)(5) to update the grant award examples. References to 50% reimbursement for Phases III – VI have been removed. Changes to the reimbursement for Phases III – VI have been applied retroactively. page 55 • Edited Sec. 11(j)(6) and changed the heading from “Subrogation” to “Repayment of Duplicative Assistance” page 56 • Edited Sec. 11(j)(6) to add clarifying language: “Upon receipt of a report that benefits have been received that were not reported in the grant calculation,
--	--

	<p>the Program will recalculate the applicant’s award and provide instructions as to whether such funds must be used in construction prior to additional funding by the Program (Solutions 1 and 2), whether the applicant’s award will be reduced by such amount (Solution 3), or whether the applicant must remit such amounts to the Program.” page 56</p> <ul style="list-style-type: none"> • Edited Sec. 12(b) to add that slab-on-grade elevation is now permissible under Solution 2. page 58 • Edited Sec. 12 to include the following language: “The Program requires that the property must be elevated to the BFE plus two (2) feet, ABFE plus two (2) feet, or the local jurisdiction, whichever is greater, if the dwelling is located in a Special Flood Hazard Area (SFHA). Elevation costs in a SFHA are restricted to physical structure elevation on pilings, CMU blocks, pier and beam, or other structurally appropriate methodology. RLHP will not elevate slab-on-grade structures under Solution 1. However, if Solution 2 is chosen, a slab-on-grade elevation will be permitted. Elevation will be funded at 100% of Program approved cost when elevation is required. Deed restricted properties will be reviewed on a case-by-case basis.” Also specified that Program elevation requirements are based off of the latest available FEMA data. page 58 • Edited Sec. 12 to add subsection 3: Solution 1 reconstruction plans already include the cost necessary to elevate up to three (3) feet. The Program will pay for any additional costs to elevate to a height greater than three (3) feet, as a change order. Final height will be verified by elevation certificate. Elevation must meet the two (2) feet above the BFE, two (2) feet above the ABFE, or local jurisdiction height, whichever is greater. Final payment will not be issued unless the final required height is attained. page 58 • Edited Sec. 13(d)(2) to change the square foot cost factor from \$78.00 to \$108.00. This change is retroactive to those files who have not yet completed construction as of August 24, 2018. Completed reconstruction files will remain at the \$78.00 per square foot cost factor. For Solution 2 reconstruction files that have already closed, if their construction agreement is less than \$108.00 per square foot, the applicant will adhere to their construction agreement price (unless an amended contract is presented, not to exceed \$108.00). This will be reviewed on a case-by-case basis. The increase from \$78.00 to \$108.00 per square foot is retroactive for all Solution 1 reconstruction files, with the exception of the previously mentioned completed reconstruction files. For executed grant agreements, prior determinations of reconstruction projects vs. rehabilitation projects based on the percentage of cost as provided in this manual will not change as a result of this increase in square foot cost. Applicants who have received their award letters for a reconstruction grant, who have not executed their grant agreements, and whose modified percentage would make the project eligible for rehabilitation will be given the right to elect between reconstruction and rehabilitation. pages 63-64 • Edited Sec. 13(d)(3) to include examples of scenarios that may convert a rehabilitation project to a reconstruction project pages 64-65
--	---

	<ul style="list-style-type: none"> • Edited Sec. 13(d)(3) to clarify that elevation costs for a rehabilitation project are not included in the 80% threshold calculation. • Edited Sec. 14(a) to include details regarding Solution 1 reconstruction design plans and specification available square footages. page 66 • Edited Sec. 15 to reflect extension of appeal deadline through November 02, 2018. For award determinations received after October 05, 2018, an appeal must be filed within thirty (30) calendar days after the date of the award decision letter or prior to the execution of the grant agreement, whichever occurs first. page 73 • Edited Sec. 15(a) to specify which case statuses are appealable. • Edited Sec. 15(b) to provide instructions on how to file a complaint regarding programmatic, operational, or construction administration activities of the Program. page 74 • Edited Sec. 15(c) to provide instructions on filing a grievance for Solution 1 construction. pages 74-75 • Attached updated versions of Award Acknowledgement Letter, Zero Award Letter, and Grant Agreements. • Edited Appendix A to include the following documentation: Change Order / Homeowner Acceptance of Scope Change, and Acknowledgement of Scope Deferment. • Replaced Appendix D with the updated Green Building Standards Flyer
10/12/2018	Version 4.1 Published
	<ul style="list-style-type: none"> • Minor editing for grammar, spelling, capitalization, and formatting throughout document. • Edited Sec. 10 to further clarify that in the event of a Solution 1 reconstruction project, all property owners must execute the grant agreement as well as provide consent for demolishing the damage structure prior to execution of the grant agreement. page 39 • Deleted Sec. 11(f)(4). As of July 20, 2018, phase verification and prioritization is no longer applicable. Location outside of or within a Special Flood Hazard Area (SFHA) is no longer used to determine an applicant's funding priority. page 49 • Edited Sec. 11(j)(1)(b) to clarify that a forced mortgage payoff must be evidenced with a letter from the lender on company letterhead stating the mortgage payment was force paid or involuntarily paid directly from the insurance company to the lender in order to qualify for a reduction in duplication of benefits. page 52
12/4/2018	Version 5.0 Published
	<ul style="list-style-type: none"> • Minor editing for grammar, spelling, capitalization, and formatting throughout document. • Edited Sec. 5 to reference Appendix F for a copy of the Program's Solution 4 policy. page 18

	<ul style="list-style-type: none"> • Edited Sec. 5(d) to clarify that first floor abandonment / second story conversion is not permissible under Solution 1. page 28 • Edited Sec. 5(d) to specify that elevation will be funded at 100% of Program approved cost (or the contract price, whichever is less) when elevation is required. page 28 • Edited Sec. 5(d) to clarify elevation allowances for RLHP repair and reconstruction projects. The elevation pricing table has been renamed from “Cost per Floorplan Square Footage” to “Elevation Allowance Table for RLHP Repair/Reconstruction Projects.” page 28 • Edited Sec. 11(e) to update the Program’s due diligence procedure. Three consecutive phone calls will be made in a 7-day time frame rather than a 30-day time frame. page 46 • Edited Sec. 11(e) to clarify that applicants with stick-built homes who sell their property prior to executing their grant award will be deemed ineligible for assistance. If an applicant sells their home after grant execution but prior to a successful final inspection by the Program, the RLHP will recapture the funds that were disbursed. Applicants with manufactured housing units (MHUs) located on owned land who sell their property prior to executing their grant award will be deemed ineligible for assistance. page 47 • Edited Sec. 11(j)(5) to add the following clarifying language: If the flood height from either storm is equal to or greater than 12 inches, or if the cumulative FEMA verified loss of both storms is equal to or greater than \$8,000.00, then the damage will be considered major/severe. page 60 • Edited Sec. 13(d)(2) to specify that under Solution 2 and Solution 3, where total allowable square footage reconstructed is less than the allowable square footage of the original structure, the award will be based on \$108.00 per allowed square foot of the reconstructed structure. If the reconstructed total allowable square footage is greater than the allowable square footage of the original structure, the award will be based on \$108.00 per allowed square foot of the original structure. page 68 • Edited Sec. 14(a) to clarify that the Program will only pay the Program determined reconstruction award based on allowable square footage, less any duplication of benefits. page 72 • Edited Sec. 15(d) to specify that Solution 2 applicants must resolve conflicts with the homebuilding contractor or manufactured housing unit dealer directly. page 80 • Added Appendix F – Solution 4 Policy. page 158
12/7/2018	Version 5.1 Published
	<ul style="list-style-type: none"> • Minor editing for grammar, spelling, capitalization, and formatting throughout document. • Edited Sec. 3(b) to clarify that stick-built relocation and/or funding for stick-built structures at an address other than the damaged property (with the

	<p>exception of Solution 4) is not eligible. This has always been the RLHP policy and has been added for clarity and consistency. page 17</p> <ul style="list-style-type: none"> • Edited Sec. 5(d) to clarify elevation allowances for RLHP repair and reconstruction projects. The elevation pricing table has been renamed from “Elevation Allowance Table for RLHP Repair/Reconstruction Projects” to “RLHP Stick-Built Repair/Reconstruction Projects.” page 28 • Edited Sec. 7(b) to clarify that relocation of stick-built structures is not permissible under the RLHP, except in cases of Solution 4. page 31 • Edited Sec. 9(b)1 to reflect the HUD reimbursement deadline of December 31, 2018. This deadline was published in Version 4.0 in Sec 5(c) and has been added to Sec. 9(b)1 for clarity and consistency. page 32 • Edited Sec. 11(a) to reflect the HUD reimbursement deadline of December 31, 2018. This deadline was published in Version 4.0 in Sec. 5(c) and has been added to Sec. 11(a) for clarity and consistency. page 44
4/5/2019	Version 6.0 Published
	<ul style="list-style-type: none"> • Minor editing for grammar, spelling, capitalization, and formatting throughout document. • Edited Sec. 1 to include definitions of Escrow and Homeowner’s Responsibility. page 17 • Edited Sec. 5 to specify the differences between the Program solutions: “The state’s Program solutions will give applicants with prospective work the option to a) work with a Program Managed homebuilding contractor (Solution 1) b) manage their own construction project (Solution 2 Repair) or c) select their own Louisiana licensed residential contractor (Solution 2 Repair or Reconstruction).” This has always been policy and has been specified for clarity. page 21 • Edited Sec. 5(a) and Sec. 5(b) to clarify flood insurance requirements. Rehabilitation projects and reimbursements will be required to provide evidence of sufficient flood insurance coverage at the time of closing. In the event of a post-closing increase to the total project cost, applicants may be required to provide an updated policy. For Reconstruction projects and Solution 2 MHUs, evidence of sufficient flood insurance coverage can be requested at final inspection, but must be provided prior to the final disbursement. page 22-25 • Edited Sec. 5(a), 5(b), and 5(c) to further clarify that flood insurance must be maintained in perpetuity. Applicants that sell or transfer the property must notify transferees in writing of the continuing obligation to maintain flood insurance on the property in perpetuity. page 22, 24, 26 • Removed flood insurance tables Sec. 5(a), Sec.5(b), and Sec.5(c). Flood insurance table was revised and inserted into Appendix H. page 167 • Edited Sec. 5(b) to further clarify that verification of licensing and insurance will be conducted for any Louisiana licensed residential contractor for Solution 2 reconstruction projects. page 23

	<ul style="list-style-type: none"> • Edited Sec. 5(b) to specify that Solution 2 applicants are responsible for any and all upgrades and change orders that were not approved by the Program and made to the construction contract after the date of grant agreement execution. page 24 • Edited Sec. 5(c) to change the timing of when receipts must be provided to reduce an applicant's duplication of benefits. Receipts documenting the repairs made to the damaged structure must be provided prior to the Program's grant execution. This is effective as of 02/19/2019 and is not retroactive. page 26 • Edited Sec. 5(d) to clarify that dirt fill as an elevation method is not eligible under the RLHP and will not be funded under any Program solution. page 27 • Added Sec. 5(d)(1) subsection: <i>Local Permitting Regulations</i>. The language in this section was previously referenced under Sec.5(d) and has been separated for clarity. page 27 • Moved "Elevation Allowance Table for RLHP Stick-Built Repair/Reconstruction Projects" from Sec. 5(d) to Sec. 5(d)(1). Included language to further specify elevation allowances: "For elevations between two given height values: 1'-3' elevation is included in the \$108.00 square foot cost factor; elevations >3' & <6', use the 6' elevation row and applicable allowable square footage; >6' & <9', use 9' elevation row and applicable allowable square footage; >9', requires OCD review and approval. In cases where the project's allowable square footage is between two given square footage columns on the elevation allowance table, the value of the cost per square foot corresponding to the lower square footage of the two shall be utilized." page 28-29 • Edited Sec. 9(e) to include language iterating the importance of reviewing the award letter and grant agreement for Solution-specific requirements. page 42 • Added Sec. 9(g) subsection: <i>Homeowner's Responsibility</i>. The language in this section was previously referenced under Sec.9(f) and has been separated for clarity. page 42 • Edited Sec. 9(g)(1) to reflect updated Scope Deferment policy. Scope deferment is now available for stick-built repair and reconstruction projects. Scope deferment is not applicable for mobile home units. Solution 2 Reconstruction applicants who cannot fulfill their homeowner's responsibility post-closing are eligible for scope deferment, if no funds have been issued by the program. This is not retroactive. page 42-43 • Edited Sec. 11(a) to iterate that Solution 2 applicants must initiate construction within 180 days of execution of the grant agreement unless a written hardship extension is approved. page 45 • Edited Sec. 11(c) to specify that an environmental stop-work order may be issued at the time that an environmental review may be conducted. page 47 • Edited Sec. 12(c) to clarify that elevation costs are subject to the Program elevation funding caps. Solution 2 applicants will need to provide their elevation plans and contract to the RLHP. page 64-65 • Replaced Appendix E: Program Pricelist with an updated pricelist. page 148
--	---

	<ul style="list-style-type: none"> • Replaced Appendix F: Solution 4. Added Appendix F: Reconstruction and Elevation Allowance Calculator: Elevation up to Three (3) Feet. page 161 • Added Appendix G: Reconstruction and Elevation Allowance Calculator: Greater than Three (3) Feet, up to Nine (9) Feet. page 163 • Added Appendix H: Flood Insurance Requirements and Verification. page 165 • Added Appendix I: Solution 4 Policy (previously Appendix F) and updated the Solution 4 Policy. page 167
7/16/2019	Version 7.0 Published
	<ul style="list-style-type: none"> • Minor editing for grammar, spelling, capitalization, and formatting throughout document. • Edited Sec. 3(b) to remove SBA home/business loan payoffs as an ineligible activity. See Sec. 11(j)(2) for more information about the SBA DOB policy and exceptions. page 20 • Edited Sec. 5 to specify that a reduction of Duplication of Benefits (DOB) may be afforded to applicants that have been defrauded by a contractor, as well as applicants that incurred legal fees after successfully obtaining additional insurance proceeds from an insurance coverage litigation. page 22 • Clarified the definition of total project cost in Sec. 5(a), 5(b), and 5(c). For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the applicant. pages 23 – 28 • Edited Sec. 5(b) to add policy guidance for Solution 2 applicants with SBA DOB. Pre-closing Solution 2 applicants with SBA DOB that completed their repair or reconstruction project while awaiting HUD guidance will close as a Solution 2 (or a combination of Solution 2 and 3, if applicable). A progress inspection will be performed post-closing to confirm that all scope of work on the estimated cost of repairs (ECR) was completed, and payment will be processed for completed scope under Solution 2. page 25 • Edited Sec. 11(a) to include new Program deadlines. Solution 2 applicants are required to complete their repair or reconstruction project within 360 days of grant execution. The final deadline to close on an award is July 31, 2019. The final deadline to switch Solutions or re-enter the Program from Withdrawn status is July 31, 2019. Post-closing applicants are only allowed one (1) Solution change, and the Solution change must be approved by the State. These deadlines do not apply to applicants who are subject to an SBA DOB award adjustment that have not executed their grant agreement. pages 46-47 • Edited Sec. 11(e) to add policy guidance for Solution 3 Zero Award applicants with SBA. Zero Award Solution 3 applicants with SBA DOB, who have sold their damaged residence, that had a Program inspection confirming all work was completed, a COO where applicable, and notified transferees in writing of the continuing obligation to maintain flood insurance on the property are eligible for RLHP grant funds. page 50

	<ul style="list-style-type: none"> • Edited Sec. 11(j)(2) to include updated SBA guidance per FR-6169-N-01. HUD guidelines require an Action Plan Amendment (APA) to address reimbursement of any disbursed SBA amounts and to also allow for a hardship procedure for anyone over 120% AMI. Rules pertaining to those populations are pending the APA and will be defined in a future publication. page 59-60 • Updated Appendix I: Solution 4 Policy. page 169 • Added “ADDENDUM TO RESTORE LOUISIANA HOMEOWNER ASSISTANCE PROGRAM MANUAL.” page 239
8/8/2019	Version 7.1 Published
	<ul style="list-style-type: none"> • Added Appendix J: Temporary Housing Assistance Policy. page 239 • Added Appendix K: Flood Insurance Assistance Policy. page 265
8/26/2019	Version 7.2 Published
	<ul style="list-style-type: none"> • Updated Appendix K: Flood Insurance Assistance Policy. page 265
8/30/2019	Version 7.3 Published
	<ul style="list-style-type: none"> • Edited Sec. 5(a) to note that applicants can contact their case manager for potential temporary housing options if they are required to vacate the property due to the required construction activity. page 23
11/27/2019	Version 7.4 Published
	<ul style="list-style-type: none"> • Minor edits for grammar and formatting throughout document. • Updated Sec. 11(j)(2) to include HUD guidance issued on October 11, 2019 regarding disbursed amounts of SBA loans. page 60 • Updated Appendix J: Temporary Housing Assistance Policy. page 239
1/24/2020	Version 7.5 Published
	<ul style="list-style-type: none"> • Updated Appendix I: Solution 4 Policy. page 169
4/2/2020	Version 7.6 Published
	<ul style="list-style-type: none"> • Updated Sec. 15(b) to note updated mailing address for complaints. page 83 • Updated Sec. 15(c) to note updated mailing address for Solution 1 grievances. page 84
4/30/2020	Version 7.7 Published
	<ul style="list-style-type: none"> • Updated the MHU Relocation Matrix in Sec. 9(c)(2). Specified that an ERR is required for MHUs relocating to an established MHU park in a floodplain. This has always been the policy and has been specified for clarity. page 39
5/28/2020	Version 8.0 Published

	<ul style="list-style-type: none"> Updated Sec. 11(j)(2) to include HUD guidance issued on May 4, 2020. This update outlines hardship criteria for households with income in excess of 120% AMI with disbursed loan amounts. pages 60 – 65 Updated Appendix J: Temporary Housing Assistance Policy. page 243 Updated Appendix K: Flood Insurance Assistance Policy. page 269
8/11/2020	Version 8.1 Published
	<ul style="list-style-type: none"> Corrected Appendix J: Temporary Housing Assistance Policy. Version 2.1 of the Temporary Housing Assistance Policy was erroneously omitted from v8.0 of the RLHP Homeowner's Manual. page 243
1/11/2021	Version 8.2 Published
	<ul style="list-style-type: none"> Edited Sec. 13(d)(2) to change the square foot cost factor from \$108.00 to \$116.00. This change is applicable to those applicants who executed their grant agreement on or after October 5, 2020. For Solution 2 reconstruction files that closed after October 5, 2020, if their construction agreement is less than \$116.00 per square foot, the applicant will be funded at the contract price. The increase from \$108.00 per square foot to \$116 is effective October 5, 2020. All applicants that closed prior to October 5, 2020 are subject to the May 2017 price list, unless the project was a completed reconstruction file that remained at the \$78.00 square foot cost factor as per 2017 price list update. Updated Appendix E to include the September 2020 Program Price List.
5/12/2021	<ul style="list-style-type: none"> Version 8.3 Published
	<ul style="list-style-type: none"> Added Appendix L: Solution 1 Construction Specifications, page 125; Updated Sections 5 (a), 5 (d), 12(a), and 14 (a) to add the following Note: Effective 1/30/2020, all Solution 1 Reconstruction projects outside of an SFHA will be elevated to a minimum of 3' unless required by the jurisdiction to build higher. See Appendix L. Pages 24, 29, 72, and 81
6/25/2021	<ul style="list-style-type: none"> Version 8.3 .1 Published
	<ul style="list-style-type: none"> Definitions updated to define what makes a dwelling unsuitable for rehabilitation. Page 21.
01/06/2022	<ul style="list-style-type: none"> Incorporated changes from version 8.2.1 previously omitted: Edited Sec. 13(a)(1) to note the pricing update for all grants executed on or after October 5, 2020. This update was noted in the prior version update and has been further defined for clarify. page 75 Edited Sec. 13(d)(2) to further clarify pricing updates. page 79

VERSION POLICY

Version history is tracked in the table above, with notes regarding version changes. The dates of each publication are also tracked in this table.

Substantive changes within this document that reflect a policy change will result in the issuance of a new version. For example, the inclusion of homeowners with flood insurance is a substantial change to the criteria for phase qualification that was provided in Version 1.0. This, and other substantial changes, has resulted in the issuance of Version 2.0, an increase in the primary version number. Future policy changes will result in additional revision and the issuance of a new primary version number.

Non-substantive changes such as minor wording and editing, or clarification of existing policy, that do not affect the interpretation or applicability of the policy will be included in minor version updates denoted by a sequential number increase behind the primary version number. Such changes would result in a version number such as 2.1, 2.2, etc.

POLICY CHANGE CONTROL BOARD (Policy CCB)

Policy review and changes for RLHP are considered through a change control process. When, during the course of the Program, policy clarifications, additions, or deletions are needed to more precisely define the rules by which the Program will operate, Program staff submit a Policy Change Request Form or a Request for Decision Form through the Program SharePoint site for internal review by the Program Management Office (PMO). Within the PMO, two reviews are performed to verify that all relevant information and any supporting documentation are included in the request. Upon PMO concurrence that the request raises a policy issue, rather than a process issue, the Policy Change Request Form or Request for Decision is forwarded for OCD-DRU review. The requests are compiled and brought before the Policy CCB.

The Policy CCB is composed of OCD-DRU staff members representing OCD-DRU leadership, legal, and policy specialists, as well as IEM PMO and senior management staff members. Subject Matter Experts

working in a particular policy area or task area that will be affected by the Policy CCB decision may be invited to assist in policy evaluation, if necessary.

The Policy CCB meets regularly to consider all pending requests that have been submitted via the previously described process. The Policy CCB meets as frequently as is necessary to consider policy decisions critical to moving the Program forward timely. The schedule for Policy CCB meetings is expected to move to a lower frequency as the Program matures.

1. Definitions

Act of Donation: a form of property transfer without exchange or payment.

Applicant: all homeowners who are owner-occupants of a damaged property are applicants.

CDBG-DR: Community Development Block Grant- Disaster Recovery Program.

Common Area Under Roof: The total area under the common roof is primarily interior, conditioned spaces, and for single-story homes, equal to the footprint of the house. The term is also synonymous with the eligible area. In addition, exterior spaces such as detached porches and garages are not considered in the eligible area.

Construction Technical Advisors (CTA): Program staff members who explain to Solution 2 applicants the Scope of Work eligible under the applicant's award, the applicable Program requirements, and the obligations of the applicant and the applicant's homebuilding contractor. Construction Technical Advisors do not provide any construction services or any advice related to construction methods. No warranties or representations regarding construction or repair of the damaged property are provided by such advisors.

Disability: RLHP defines disability, for purposes of the Program, consistent with federal law under The Social Security Act, as amended, 42 U.S.C. §423(d), The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102(1)-(3), and in accordance with HUD regulations at 24 CFR §§5.403 and 891.505.

Duplication of Benefits (DOB): A duplication of benefit is the receipt of funding from multiple sources for the same purpose. The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern or other entity from receiving financial assistance from CDBG Disaster Recovery funding with respect to any part of the loss resulting from a major disaster as to which he/she has already received financial assistance under any other program or from insurance or any other sources. It is an amount determined by the Program that may result in the reduction of an award value.

Escrow: Required for all Solution 1 applicants who have a demonstrated duplication of benefits.

Homeowner's Responsibility: Required for all Solution 2 applicants who have a demonstrated duplication of benefits. Solution 2 applicants will be required to contribute funds in the amount of the duplicative funding prior to receiving Program funds.

Grant Execution Date: Date that assistance is approved for the project.

Habitable: A habitable dwelling unit is one that is structurally sound, weather tight and in good repair.

HCDA: Housing and Community Development Act of 1974.

HUD: Department of Housing and Urban Development.

Low to Moderate Income (LMI) Household: A household is considered to be of low or moderate income if the household income (including income derived from assets) is at or below 80 percent of an area's median income. All income is based on the Area Median Income limits set annually by HUD for each parish or metropolitan statistical area.

Major/Severe damages: \$8,000 or more of FEMA inspected real property damage or 1 foot or more of flood water on the first floor.

Manufactured home or Manufactured housing unit (MHU): For the purposes of this Program, references to manufactured homes more specifically refers to mobile homes. Manufactured housing that is of modular construction will be treated as stick- or stick-built construction.

New Construction: A replacement home that substantially exceeds the original footprint by 20% or more on the existing lot (if permitted) or the construction of a new home in a new location.

NFIP: National Flood Insurance Program. When the Program refers to NFIP in the context of eligibility or duplication of benefits, the Program is referring to private and public flood insurance programs that cover structural repairs resulting from flood damages.

Not suitable for rehabilitation: Damaged dwelling units that meet one of the following criteria are considered not suitable for rehabilitation:

Unit is within a "high-risk area" as defined by OCD as a residence located within a federally determined floodway

Unit is within a "high-risk community" as defined by OCD due to the subject community actively participating in an organized retreat from an area prone to repetitive flooding. A high risk community is an area for which a recognized governmental entity is actively applying and taking steps to participate in one or more of the following programs to mitigate community flood risk:

- The Natural Resources Conservation Service (NRCS, under USDA) floodplain easement or other similar program
- FEMA Severe Repetitive Loss Grant Program
- Other federal, state or local partners program(s) and/or coordinated efforts to buyout and/or relocate an entire at-risk neighborhood or community

Reconstruction: Demolition and rebuilding of an existing structure based on the Program's building standards. Reconstructed property is built on the same footprint as the original structure and will not substantially exceed (limited to an increase of 20% or less) the square footage of the current or demolished structure. This requirement will subordinate to the local jurisdiction's building code requirements.

Rehabilitation: Repairs made to an existing structure based on the Program's building standards.

Subrogation: Repayment of duplicative assistance.

2. Program Description and Objectives

The Department of Housing and Urban Development (HUD) has allocated funding to assist in Louisiana's long-term recovery from the severe flooding that occurred throughout much of the state in March and August of 2016. The funding for The Restore Louisiana Homeowner Assistance Program (RLHP or Program) is allocated out of HUD's Community Development Block Grant Disaster Recovery Program (CDBG-DR) and was appropriated by Congress in Section 145 of the Continuing Appropriations Act, 2017, Section 192 of the Further Continuing and Security Assistance Appropriations Act, 2017, the Consolidated Appropriations Act, 2017, and any applicable future allocations. CDBG-DR grants are authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster. Given the extent of damage to Louisiana's housing stock, HUD requires the state to primarily consider and address its unmet housing recovery needs.

HUD maintains all federal rules, regulations and documents related to the CDBG-DR allocation to the State of Louisiana. These can be accessed online at www.HUDexchange.info.

The survey is the first step in the Program process. Homeowners may register for an account and take the survey online by going to www.restore.la.gov. Homeowners without internet access may register and take the survey over the phone by calling the Program call center at 866-735-2001.

After the survey, RLHP conducts an environmental review on each property. Survey respondents who own a single-family home or manufactured housing unit (MHU) that is located outside of the floodway and has no other environmental condition preventing the Program from expending funds to repair or reconstruct the home, or replace the MHU, are then queued up for the application process. Survey respondents become "applicants" once they are invited to apply for Program assistance. Application invitations were issued based on the phase of the Program for which an applicant would potentially qualify. As of December 30, 2017, all survey respondents who had a completed environmental review that did not prevent the expenditure of Program funds, had been invited to apply.

As individuals continue to submit survey responses, the Program has continued to conduct environmental reviews and invite additional applications based on the results of the environmental review. The Program initially set a survey response deadline of July 20, 2018, and an application deadline of October 1, 2018. On September 24, 2018, the survey was re-opened, and the application deadline was extended in response to the announcement of a potential change to the Small Business Administration (SBA) duplication of benefits (DOB) policy. The survey submission deadline was October 19, 2018 at 11:59 p.m., and the application deadline was November 16, 2018 at 11:59 p.m.

If you are interested in viewing the original prioritization and phasing criteria, please see previous versions of published RLHP guidelines.

3. Program Requirements

a. Eligible Activities

The following activities under the Housing and Community Development Act of 1974 (HCDA) are eligible: 105(a)1-11, 14-15; 18; 20; 23-25 as well as (42 U.S.C. 5305(a)(4)); Housing Incentive and FR 5989-N-01 VI.B.28:

- Rehabilitation, reconstruction, reimbursement, replacement, buyouts, acquisition and new construction.

Applicant must meet all eligibility requirements as specified in Section 6 of this manual.

Property must be located in a designated disaster area per Section 7 of this manual.

b. Ineligible Activities

The following are all ineligible activities for which CDBG-DR grant funds cannot be used: Forced mortgage payoff; funding for second homes; stick-built relocation and/or funding for stick-built structures at an address other than the damaged property (with the exception of Solution 4); assistance for those who previously received Federal flood disaster assistance and did not maintain required flood insurance; and compensation payments.

Note: The eligible and ineligible categories of activities are determined by HUD and are set forth in the rules and regulations specific to the CDBG-DR funds allocated to the State of Louisiana for the 2016 floods.

c. National Objectives

The primary objectives of the CDBG-DR Program are to assist communities recovering from the impact of a disaster by providing decent housing and suitable living environments, and to expand economic opportunities, principally for persons of low and moderate income (LMI). These objectives are achieved by ensuring that each funded activity meets one of three named National Objectives: benefiting LMI persons; preventing or eliminating slums or blight; or meeting urgent needs in the community. The RLHP will serve the LMI and urgent need National Objectives as defined below:

- Low to Moderate Income (LMI) National Objective – Activities which benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size. Income eligibility will be determined and verified in accordance with HUD guidelines for adjusted gross income. The most current income limits, published by HUD annually, shall be used to verify the income eligibility of each household applying for assistance at the time the assistance is provided.
 - Very Low: Household's annual income is up to 30% of the area median income, as determined by HUD, adjusted for family size.
 - Low: Household's annual income is between 31% and 50% of the area median family income, as determined by HUD, adjusted for family size.
 - Moderate: Household's annual income is between 51% and 80% of the area median family income, as determined by HUD, adjusted for family size.

- Urgent Need National Objective – An urgent need that exists because existing conditions pose serious and immediate threat to health/welfare of community, the existing conditions are recent or recently became urgent (typically within 18 months) and the recipients cannot finance the activities on their own because other funding sources are not available.

Note: HUD determines the criteria the state must meet to be in compliance with one or more of the required National Objectives.

4. Program Allocation and Administration

On September 29, 2016, President Obama signed into law a Continuing Resolution directing \$500 million to the U.S. Department of Housing and Urban Development for recovery from disasters in 2016. HUD allocated \$437.8 million of that \$500 million in CDBG-DR to the State of Louisiana as a result of the catastrophic and destructive floods that impacted the state in both March and August 2016. On December 10, 2016, President Obama signed into law the Fiscal Year 2017 Further Continuing Resolution, directing HUD to allocate an additional \$1.8 billion to states that experienced presidentially declared disasters in 2016 prior to December 10, 2016. HUD allocated \$1,219,172,000 of that \$1.8 billion to the State of Louisiana as additional recovery funds because of the catastrophic and destructive floods that impacted the state in both March and August 2016. On May 5, 2017, President Trump signed into law the Consolidated Appropriations Act, 2017, directing \$400 million to HUD for disaster recovery. HUD allocated \$51,435,000 in additional funding to the State of Louisiana for the 2016 flood recovery efforts. Future allocations may be applicable.

5. Program Solutions

Given the time elapsed since the March and August flooding events, homeowners are in varied states of progress in their rebuilding process depending on the extent of damage and resources available. In response, the state will implement the RLHP, which will consist of four possible solutions (defined below): Program-Managed or Homeowner-Managed rehabilitation or reconstruction; reimbursement for completed repairs (as defined below); or voluntary buyouts and acquisitions (see **Appendix I**). Program staff will provide guidance to applicants on the guidelines and requirements of each solution. Based on their individual conditions at the time of application, applicants will choose the Program solution which best fits their need.

Applicants choose the Program solution best suited to their progress in the recovery process and their capacity to complete their home repair or reconstruction. The state's Program solutions will give applicants with prospective work the option to a) work with a Program-Managed homebuilding contractor (Solution 1) b) manage their own construction project (Solution 2 Repair) or c) select their own Louisiana licensed and residential contractor (Solution 2 Repair or Reconstruction). Regardless of the solution selected, all Louisiana licensed residential contractors must follow the corresponding local jurisdiction's requirements for construction activities. Applicants who participate in the Program-Managed or Homeowner-Managed solutions, with partially completed work on a stick-built home at the time of the Program's damage assessment inspection, may also be eligible for reimbursement. Applicants who have completed full repairs may be eligible for reimbursement of eligible expenses, as determined by the Program.

Applicants who have already begun to repair their flood damaged Manufactured Housing Unit (MHU) or their flood damaged stick-built home and for whom the Program will replace the MHU or reconstruct

the stick-built home, will not be eligible for reimbursement. However, applicants in these situations will be afforded the possibility of reducing any Duplication of Benefits (DOB) assessment. A reduction of DOB may also be afforded to applicants that have been defrauded by a contractor, as well as applicants that incurred legal fees after successfully obtaining additional insurance proceeds from an insurance coverage litigation.

The level of construction required, either rehabilitation or reconstruction, will be determined by the Program and the applicant's corresponding local jurisdiction. In the event that the level of damage to a home triggers a local jurisdiction to require a full reconstruction rather than a repair, the Program will adhere to the local jurisdiction's determination. Otherwise, the Program will reconstruct homes where the cost of repair is 80% or more of the cost to reconstruct (elevation costs are not included in this calculation), as determined by the Program. If an applicant's project is calculated as less than the 80% threshold for reconstruction and the applicant has executed his/her grant agreement, the project may proceed as a rehabilitation project. Unforeseen construction conditions identified after execution of the grant agreement may result in a project cost increasing to or above the 80% threshold. Those files could potentially be converted from a rehabilitation project to a reconstruction project and will be reviewed on a case-by-case basis. Applicants who have already demolished their flood-damaged structures must provide documentation of the damaged structure type, square footage, and damage to the home caused by the flooding. Applicants should also provide any local jurisdiction notice of condemnation, substantial damage notification, or other notice of requirement to demolish.

a. Solution 1: Program Managed

Applicants may choose to have the Program manage and complete the construction process for the rehabilitation or reconstruction of impacted homes. The Program will contract with a pool of homebuilding contractors and assign them to repair or reconstruct damaged properties. Applicants will be required to enter into grant agreements with the state. The state will pay a maximum of two (2) draws against the grant proceeds directly to the Louisiana licensed residential contractor as requested by the homebuilding contractor at 50% and 100% of construction completion. Construction progress and quality will be monitored throughout each project and payment of each progress draw is contingent upon successful inspection by the Program. In the event that an applicant disagrees with the payment of a homebuilding contractor for completed work, the Program reserves the right to have a third-party inspection performed by the independent QA/QC contractor. Should the QA/QC contractor find that the quality of the work is consistent with Program standards, the Program may issue the homebuilding contractor the payment regardless of applicant approval.

Note: Effective 1/30/2020, all Solution 1 Reconstruction projects outside of an SFHA will be elevated to a minimum of 3' unless required by the jurisdiction to build higher. See Appendix L.

During a pre-construction walk through with the applicant, Construction Technical Advisor (CTA), and a Program-Managed Contractor (PMC), it will be determined if the scope of work in the Program Repair Estimate will require the applicant to personally vacate the property during the construction activities. If the Program determines that the necessary construction activities are extensive in nature and would create an undue hardship on the PMCs ability to perform the scope of work, or would endanger the health and safety of the applicant, then the applicant will be required to personally vacate the property for the period of time required to complete the scope of work. Moving out of the property shall be the applicant's responsibility and done at the applicant's own

expense. If the applicant is required to vacate, it must be done within 30 days of the issuance of the construction Notice to Proceed. If the Program determines that no undue hardship or health and safety issue is presented by the anticipated repair work, the applicant will not be required to personally vacate the property. The determination of whether or not an applicant will need to vacate the property is not appealable.

If an applicant has no means to acquire temporary housing or no immediate resources available to temporarily move in with, they can notify their case manager for potential alternate options available from non-profit organizations, the Louisiana Housing Corporation or the Temporary Housing Assistance Program (see **Appendix J**).

SOLUTION 1 PROGRAM-MANAGED CONSTRUCTION REQUIREMENT TO MAINTAIN FLOOD

INSURANCE: If the damaged home, reconstructed home, or replacement home is located in a Special Flood Hazard Area (SFHA), any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the applicant. Failure to maintain flood insurance in perpetuity will result in an applicant being ineligible for future disaster relief. Upon the sale or transfer of the property, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property in perpetuity. In the event that the applicant(s) fail to provide such notice, applicant(s) may be liable to the United States for future disaster assistance related to the property.

Flood Insurance Verification for Repair Projects in an SFHA: The full insurable value of a repair project will be based upon the Program's final total project cost at closing. In the event of a post-closing increase to the total project cost, the applicant may be required to provide an updated policy. Evidence that the damaged home is covered by the Program's required flood insurance amount if the damaged property is located in a Special Flood Hazard Area (SFHA) must be provided at the grant agreement execution. A declaration sheet or ACORD form describing the coverage, or an application for flood insurance along with a paid receipt from the applicant's insurance company will be sufficient evidence to satisfy this requirement.

If flood insurance is required but not available due to the disrepair of the damaged home, the applicant(s) must submit proof that insurance coverage was denied at the grant agreement execution. Proof of sufficient flood insurance coverage can be provided at final inspection but must be provided prior to final disbursement.

See **Appendix H** for more information about flood insurance requirements and flood insurance verification.

Flood Insurance Verification for Reconstruction Projects in an SFHA: The full insurable value of a reconstruction project will be based upon the Program's final total project cost, upon which the final disbursement is based. Evidence that the reconstructed home is covered by the Program's required

flood insurance amount can be provided at final inspection but must be provided prior to final payment of grant dollars.

See **Appendix H** for more information about flood insurance requirements and flood insurance verification.

b. Solution 2: Homeowner Managed

Applicants may choose to manage their own rehabilitation project, and the Program will provide a Construction Technical Advisor (CTA) for all applicants in this solution. Applicants will select their own Louisiana licensed residential contractor (repair or reconstruction projects) or certified home improvement contractor (repair projects, only) and contract directly with them. Additionally, the RLHP will also allow applicants to self-manage their rehabilitation project in accordance with Louisiana's Contractors Licensing Law - LA R.S. Title 37. If the applicant chooses to self-manage their rehabilitation project, any repairs that require a permit must be completed by an individual or company possessing the requisite license. Applicants whose construction activity under the RLHP is **reconstruction**, rather than rehabilitation, must obtain a Louisiana licensed residential contractor to perform the reconstruction scope of work.

Requirements for applicants obtaining a Louisiana licensed residential contractor or home improvement contractor: A verification of licensing and insurance will be conducted for any Louisiana licensed residential contractor (repair or reconstruction projects) or home improvement contractor (repair projects, only) selected by the applicant. Applicants may only use homebuilding or home improvement contractors that meet these minimum standards. **The contractor's information, including a copy of the contractor's business license and its expiration date, and a copy of the executed construction contract must be provided to RLHP prior to grant agreement execution.**

Requirements for applicants who will self-manage their rehabilitation project: Applicants choosing to manage their own rehabilitation project will be required to submit additional documentation. If the repair scope of work is equal to or less than \$10,000.00, the applicant will need to submit the homeowner-managed self-certification form provided by the RLHP Construction Technical Advisor (CTA). If the repair scope of work is greater than \$10,000.00, the applicant will need to submit the homeowner-managed self-certification form and will need to provide additional supporting documentation in the form of bids or contracts for the repair work. The purpose of this additional requirement for applicants with repair scopes of work greater than \$10,000.00, is to have the applicant provide proof of the applicant's construction project plan, ability and resources necessary to manage the rehabilitation project to completion.

All Solution 2 applicants: Construction must begin within 180 days of execution of the grant agreement unless a written hardship extension is approved. Otherwise, the applicant's award will be terminated.

Applicants or their Louisiana licensed residential contractor/home improvement contractor must obtain all necessary permits. In the cases of MHUs, elevation, reconstruction projects, and substantial damage determinations, copies of an applicant's permits must be provided to the Program.

Applicants will enter into a grant agreement with the State for their eligible Program funding. Construction Technical Advisors will provide applicants with the information and assistance necessary to support compliance with Program rules. The Program will monitor all projects in the Homeowner-Managed Solution (Solution 2).

Construction progress will be monitored, and payment of each progress draw is contingent upon satisfactory inspection of the home by the Program. In the event that an applicant self-manages his/her own rehabilitation project, the Program may issue a single-party check to the applicant. The applicant is solely responsible for paying for any contracted work directly to the party or parties with whom the applicant contracted.

At the Program's discretion, RLHP may issue two-party payment to the applicant and the homebuilding contractor/home improvement contractor based on the payment schedule in the applicant's written construction contract. RLHP will not pay any advance payment on behalf of an applicant, regardless of the terms of the applicant's contract between the applicant and their homebuilding/home improvement contractor. The RLHP will issue no more than five construction draws per applicant construction project, regardless of the terms of the applicant's contract. Any applicant whose construction contract requires more than five construction draws must negotiate terms of these additional payments with their homebuilding/home improvement contractor. Applicants are responsible for any and all upgrades and change orders that were not approved by the Program and made to the construction contract after the date of grant agreement execution.

Pre-closing Solution 2 applicants with SBA duplication of benefits (DOB) that completed their repair or reconstruction project while awaiting HUD guidance will close as a Solution 2 (or a combination of Solution 2 and 3, if applicable). A progress inspection will be performed post-closing to confirm that all scope of work on the estimated cost of repairs (ECR) was completed, and payment will be processed for completed scope under Solution 2.

These procedures do not guarantee payment to the applicant's homebuilding/home improvement contractor. Further, these procedures do not create a contractual relationship between RLHP and the applicant's homebuilding/home improvement contractor. Finally, the applicant's homebuilding/home improvement contractor is not a third-party beneficiary of the applicant's grant agreement between the applicant and the RLHP.

SOLUTION 2 HOMEOWNER-MANAGED CONSTRUCTION REQUIREMENT TO MAINTAIN FLOOD

INSURANCE: If the damaged home, reconstructed home, or replacement home is located in a Special Flood Hazard Area (SFHA), any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the applicant. Failure to maintain flood insurance in perpetuity will result in an applicant's property being ineligible for future disaster relief. Upon the sale or transfer of the property, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property in perpetuity. In the event that the applicant(s) fail to provide such

notice, applicant(s) may be liable to the United States for future disaster assistance related to the property.

Flood Insurance Verification for Repair Projects in an SFHA: The full insurable value of a repair project will be based upon the Program's final total project cost at closing. In the event of a post-closing increase to the total project cost, applicants may be required to provide an updated policy. Evidence that the damaged home is covered by any required flood insurance must be provided at the grant agreement execution. A declaration sheet or ACORD form describing the coverage, or an application for flood insurance along with a paid receipt from the applicant's insurance company will be sufficient evidence to satisfy this requirement.

If flood insurance is required but not available due to the disrepair of the damaged home, the applicant(s) must submit proof that insurance coverage was denied at the grant agreement execution. Proof of sufficient flood insurance coverage can be provided at final inspection but must be provided prior to final disbursement.

See **Appendix H** for more information about flood insurance requirements and flood insurance verification.

Flood Insurance Verification for Reconstruction Projects or Replacement MHUs in an SFHA: The full insurable value of a reconstruction project will be based upon the Program's final total project cost, upon which the final disbursement is based. Evidence that the reconstructed home or MHU replacement unit is covered by the Program's required flood insurance amount can be provided at the final inspection but must be provided prior to final payment of grant dollars.

See **Appendix H** for more information about flood insurance requirements and flood insurance verification.

c. Solution 3: Reimbursement

Applicants who have completed partial or full repairs on their home before applying to the Program may be eligible for reimbursement of eligible expenses incurred prior to the application process, which includes inspection, to the Program or prior to December 31, 2018, whichever occurs first. Reimbursement is limited to only those expenses determined eligible by the Program, less any duplication of benefits. Eligible expenses will be based on a standard pricing guide for construction used by the Program and as assessed during an onsite inspection. Only eligible expenses at the Program standard price will be considered for reimbursement. Actual expenses incurred are expected to be higher than the Program's eligible expenses and price standard. In most circumstances, the eligible reimbursement amount will be less than the actual price paid by the applicant. Receipts will not be accepted as justification for the increase of the Program allowances identified for any eligible reimbursable line item in the estimate.

The Program is prohibited from paying funds toward a project that does not result in the full rehabilitation of the applicant's dwelling. As such, the Program is not allowed to reimburse applicants who have already begun to repair their Manufactured Housing Unit (MHU) or stick-built home when the Program will replace the MHU or reconstruct the stick-built home. However, it may be possible to reduce the duplication of benefits if the applicant provides receipts documenting the repairs made to the damaged structure. Receipts documenting the repairs must be provided prior to

the Program's grant execution. This is effective as of 2/19/2019 and is not retroactive. In the case of a stick-built home, the Program can assess the value of the repairs using estimating methodology.

For applicants who are utilizing a combination of Solutions 1 and 3 or 2 and 3, reimbursement funds will be paid following execution of the grant agreement, pursuant to the terms of the grant agreement. In addition, a separate grant agreement must be executed for each solution. Applicants with a repair project in an SFHA cannot close until proof of sufficient flood insurance coverage is provided to the Program. In instances of a reconstruction project or MHU replacement under Solution 2, proof of sufficient flood insurance coverage can be provided at final inspection but must be provided prior to final disbursement.

If the applicant's Environmental Review is completed prior to the applicant's invitation to application, the RLHP does not require applicants to stop their construction progress to wait on their RLHP award(s). After the Program has completed an applicant's damage assessment and the Program has generated the repair and/or reimbursement estimates for the damaged property, the applicant may continue with their construction activities. Work that is completed after the creation of the damage assessment and prior to grant execution will be inspected and paid as a draw against the repair award.

SOLUTION 3 REIMBURSEMENT REQUIREMENT TO MAINTAIN FLOOD INSURANCE: If the damaged home, reconstructed home, or replacement home is located in a Special Flood Hazard Area (SFHA), any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the applicant. Failure to maintain flood insurance in perpetuity will result in an applicant's property being ineligible for future disaster relief. Upon the sale or transfer of the property, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance in perpetuity on the property. In the event that the applicant(s) fail to provide such notice, applicant(s) may be liable to the United States for future disaster assistance related to the property.

Evidence that the damaged home, reconstructed home, or replacement home is covered by the required flood insurance amount must be provided at the grant agreement execution. A declaration sheet, ACORD form describing the coverage from the applicant(s) insurance company, or an application for flood insurance along with a paid receipt from the applicant's insurance company will be sufficient evidence to satisfy this requirement. The applicant must provide this documentation to the RLHP.

See **Appendix H** for more information about flood insurance requirements and flood insurance verification.

d. Elevations

Elevations will be evaluated on a case-by-case basis. Elevations will be considered in the following circumstances:

- Properties located within the floodplain that are required to be elevated by local ordinance and the local code enforcement officials' determination that a property is substantially damaged or will be substantially improved; or
- Properties outside of the floodplain which are required to be elevated by local ordinance as part of a reconstruction.

If local code, ordinance, or code enforcement official requires elevation of a home and that home has a slab-on-grade foundation, the only option for assistance under the RLHP Solution 1 Program will be reconstruction with elevation. The RLHP will not elevate slab-on-grade structures under Solution 1. However, if Solution 2 is chosen, a slab-on-grade elevation will be permitted. Elevation will be funded at 100% of Program approved cost, plus 20% overhead (for Solution 2 and Solution 3), minus any duplication of benefits - or the contract price at the time of grant execution, minus any duplication of benefits, whichever is less - when elevation is required. **Note: Dirt fill as an elevation method is not eligible under the RLHP and will not be funded under any Program solution.** Note: Effective 1/30/2020, all Solution 1 Reconstruction projects outside of an SFHA will be elevated to a minimum of 3' unless required by the jurisdiction to build higher. See Appendix L.

1. Local Permitting Regulations

The determination of whether a home is substantially damaged or requires substantial improvement is decided by local governmental authorities responsible for permitting and local regulations. It is the applicant's responsibility to check with the local permitting office and building officials to determine whether his or her home has been deemed substantially damaged or if repairs will constitute a substantial improvement. Applicants who fail to provide substantial damage/substantial improvement information to the Program prior to grant execution may be in jeopardy of recapture of funds and may have to repay any Program benefit received.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition or other improvement to a structure, the total cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. RLHP has coordinated with local jurisdictions to obtain substantial damage/substantial improvement data. Any data obtained by the RLHP will be cross-referenced against the Program applicant population to verify whether a home was declared to be within either of these categories.

In some instances, jurisdictions are issuing substantial damage/substantial improvement determinations after a home has already been repaired, replaced, or reconstructed. In the event that this should occur, the applicant should work with the local jurisdiction to have the rescission determination put in writing and submitted to the Program for verification.

The Program does not decide whether a home needs to be elevated. Homes that are located inside a floodplain and which are substantially damaged, as determined by the local jurisdiction, will require elevation to Program requirements of two (2) feet above the Base Flood Elevation (BFE), two (2) feet above the Advisory Base Flood Elevation (ABFE), or the local jurisdiction requirement, whichever is greater, in order to be compliant with HUD federal registry 81 FR 83254 (November 21, 2016). In most cases, unless required by local ordinance, properties that are being repaired, rather than reconstructed, will not be eligible to be elevated through the Program.

An applicant who has completed his/her repair or reconstruction projects and was required to elevate, is only eligible for Program funding if he/she has elevated the property to the Program required height of two (2) feet above the Base Flood Elevation (BFE), two (2) feet above the Advisory Base Flood Elevation (ABFE), or the local jurisdiction requirement, whichever is greater. Applicants in this situation will be required to prove that they have elevated to the appropriate elevation height by providing an elevation certificate. This applies to:

- Applicants inside the SFHA whose renovation costs constitute a Substantial Improvement, as determined by the local floodplain administrator; or
- Applicants inside the SFHA who have reconstructed their property.

The ABFE and/or BFE for a particular location can be determined by contacting the local floodplain administrator/floodplain manager or by checking a property address on the LSU Agricultural Center's Flood Maps website at <http://maps.lsuagcenter.com/floodmaps/>. Local floodplain managers can be contacted through the applicable local government authority.

Elevation will be funded at 100% of Program approved cost (or the contract price, whichever is less), when elevation is required, and must result in a final elevation height of two (2) feet above the BFE, two (2) feet above the ABFE, or as required by local jurisdiction, whichever is greater. Elevation costs are restricted to physical structure elevation on pilings, CMU blocks, pier and beam, or other structurally appropriate methodology. RLHP will not pay for second story conversion/first floor abandonment or fill as an elevation method for Program Solution 1 slab-on-grade elevations.

If a stick-built home is required to be reconstructed with elevation (rather than repaired and elevated), the Program will provide the lesser of the actual cost of elevation or the Program cap, based on the Elevation Allowance Table below for RLHP Repair/Reconstruction Projects. For elevations between two given height values: 1'-3' elevation is included in the applicable square foot cost factor; elevations >3' & <6', use the 6' elevation row and applicable allowable square footage; >6' & <9', use 9' elevation row and applicable allowable square footage; >9', requires OCD review and approval. In cases where the project's allowable square footage is between two given square footage columns on the elevation allowance table, the value of the cost per square foot corresponding to the lower square footage of the two shall be utilized.

See below for the reconstruction elevation price table for stick-built homes:

Elevation Allowance Table for RLHP Stick-Built Repair/Reconstruction Projects
--

Elevation	850 ft ²	1100 ft ²	1300 ft ²	1400 ft ²	1700 ft ²	2100+ ft ²
6ft	\$36.63	\$33.90	\$32.81	\$33.27	\$30.87	\$28.35
9ft	\$40.73	\$37.62	\$36.42	\$36.95	\$34.28	\$31.47

**Please see pages 36 and 39 for a copy of the RLHP Manufactured Housing Unit Elevation Allowance Table.*

**1' – 3' of elevation: included in the applicable square foot cost factor.*

>3' and ≤6': use the Elevation Allowance Table's 6' row with the allowable square footage.

>6' and ≤9': use the Elevation Allowance Table's 9' row with the allowable square footage.

≥9' requires OCD review and approval.

Note: Effective 1/30/2020, all Solution 1 Reconstruction projects outside of an SFHA will be elevated to a minimum of 3' unless required by the jurisdiction to build higher. See Appendix L.

6. Applicant Eligibility Criteria

To be eligible to apply for the RLHP, the applicant(s) must have owned and occupied the property as their primary residence prior to April 8, 2016, if requesting recovery assistance for the March 2016 floods, and prior to August 31, 2016, if requesting recovery assistance for the August 2016 floods. Owners of stick-built homes and manufactured housing who did not own the land on which their residence was situated are eligible to apply for assistance.

a. Ownership

Due to the many different ownership situations and structure types, the Program has developed detailed policies related to the verification of ownership. Section 11(f)(1) defines ownership and verification methodology.

b. Occupancy

To confirm occupancy, the Program receives a data feed from the jurisdictions' tax assessor office for a homestead exemption in the property tax records provided by the Parish from the time of the flood event. If the property tax records have established ownership and the Parish has granted a homestead exemption, the property is considered to be occupied by the applicant. Alternative acceptable documentation for proof of occupancy is outlined in Section 11(f)(2).

c. FEMA Registration

The Program will obtain information directly from FEMA to verify any FEMA assistance the applicant may have received. FEMA registration is not a pre-requisite to eligibility.

d. Requirement to Maintain Flood Insurance due to a Previous Flood Disaster Event

Applicants whose damaged property address is located in a Special Flood Hazard Area (or 100-Year Flood Plain) are required to maintain flood insurance on the damaged property as a result of prior flood disaster assistance. Failure to maintain flood insurance coverage on a property that previously received federal assistance may result in the applicant being ineligible. The Program will rely on

FEMA recorded data to confirm if an applicant has previously received federal aid and has remained compliant with their flood insurance requirements.

7. Property Eligibility Criteria

The impacted home must have been located in one of the 51 disaster-declared parishes eligible for FEMA Individual Assistance: Acadia, Allen, Ascension, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Catahoula, Claiborne, De Soto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, Lafayette, La Salle, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Helena, St. James, St. Landry, St. Martin, St. Tammany, Tangipahoa, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana and Winn.

a. Geographic Target Areas

Using its own methodologies, HUD identified ten parishes (Ascension, East Baton Rouge, Lafayette, Livingston, Ouachita, Tangipahoa, Acadia, Vermilion, Washington and St. Tammany) as the Most Impacted and Distressed (MID), having sustained the highest level of damage during the flood events. HUD requires that a minimum of 80% of all total funding is spent in these MID parishes.

b. Structure Types

In order to qualify as a Program eligible structure type, the impacted home must be a single-family dwelling, duplex, town home, modular home, manufactured home, or condominium. Eligible structures with verified ownership will be considered eligible, regardless of whether or not the applicant owns the land on which the housing structure is situated. Structure type will be verified during the property damage assessment/inspection process.

1. Special Circumstances

a. Duplexes

- i. Single owner: Applicants who own and occupy one unit of a duplex and rent the other units are eligible to apply to RLHP. The owner of the structure must be an owner-occupant of at least one unit. Structures where all units are used for rental purposes, and the owner is not an occupant of at least one unit, are not eligible. Applicants will be allowed to use RLHP grants to fund the repairs of all units.
- ii. Multiple Owners: In situations where there are different owners for each unit in a duplex, or there are joint owners who occupy separate units, each unit is treated as a separate unit and each owner-occupant is eligible to apply to RLHP.
- iii. Tenants: The rental portion of the duplex must be vacant at time of application. Applicants are prohibited from evicting existing tenants in order to apply for assistance. Any applicant found to have evicted a tenant in order to participate in the RLHP will be ineligible for assistance and is responsible for any damages sustained by the evicted tenant, including any temporary relocation costs. Applicants are required to document, at grant execution, that they have contacted the tenant

displaced by the flooding event and offered the repaired rental unit to the displaced tenant, as a right of first refusal. Additionally, applicants must submit to the Program the household income information for the initial tenant who occupies the repaired, rented units.

- b. Condominiums
 - i. Condominium owners who occupy the condo unit are able to apply for assistance; however, Condo Associations are not eligible applicants to the Program.
 - ii. Condo owners who use the condo unit as rental property are not eligible to apply.
 - iii. Condominium owner-occupants will be required to have written approval from the condominium association of the scope of work.
- c. Manufactured Homes: Manufactured home owners are eligible to apply for the RLHP regardless of whether the applicant owns the land on which the manufactured home was situated at the time of the flood or not.
- d. Boats: Boat owners who occupied their boat as a residence are not eligible to apply for the Program.
- e. Recreational Vehicles (RVs): RV owners who occupied the RV as a residence are not eligible to apply for the Program.
- f. Mixed use buildings: Mixed-use buildings are ineligible structure types and will not be funded for repair or reconstruction by the Program. For example, a warehouse or business where an applicant has converted a portion of the space to living quarters is ineligible for funding.

Relocation of stick-built structures is not permissible under the RLHP, except in cases of Solution 4.

c. Tie-Back and Damage Requirements

The home must have sustained Major/Severe damage, as a direct result of the 2016 Severe Storm and Flooding events, which lasted from March 8, 2016 - April 8, 2016 and August 11, 2016 - August 31, 2016, respectively. Information provided by FEMA will be used to verify disaster-related levels of damage. If the information provided by FEMA is unclear or if the information is not available, a Program inspector may confirm whether a home experienced one foot or more of flood water on the first floor of the structure.

8. Prioritization Criteria

As of July 20, 2018, phases are no longer applicable. Refer to previous versions of RLHP guidelines for phasing criteria and previous implementation of phases.

9. Level and Terms of Assistance

The Program initially used a tiered approach to determine the level and terms of assistance provided to eligible applicants, based on the phase, income and other criteria met by each applicant. The award structure, prior to July 20, 2018, resulted in a 50% payment for eligible reimbursement costs for applicants in phases 3-6. With nearly all current applications fully evaluated for potential award, RLHP determined as of July 20, 2018, that funding is available to serve all applicants, regardless of phase, by allowing a 100% reimbursement payment for provable, eligible expenses, less any duplication of benefit and, for MHUs, capped at Program limits. This change has been applied retroactively.

a. Eligible Award Cap

The maximum award will be determined by (a) an assessment of work completed prior to submitting an application to the Program and/or (b) an assessment of work remaining to be completed. Both assessments are based on economy/standard grade building materials as calculated by the Program using national building standard estimating software. Further, the maximum award provided will be adjusted based on any Duplication of Benefit, the income level category of the applicant, and activity category (repair or reimbursement).

b. Award Structure

Applicants may be eligible for rehabilitation/reconstruction funding and/or reimbursement. Each award is calculated based on the reimbursement estimate and/or the scope of remaining work needed to return the home to a habitable state (rehabilitation estimate or reconstruction estimate), less any duplication of benefits.

1. Reimbursement Award Structure

The Program will reimburse certain eligible expenses. The Program will not reimburse applicants for repairs that are not in compliance with Program requirements, or repairs that must be removed in order to properly repair or replace the damaged property; however, applicants may be eligible for rehabilitation or construction assistance under Solution 1 or Solution 2. Temporary repairs provided under the Shelter at Home Program are not eligible reimbursable expenses. Applicants will receive the reimbursement portion of their award following execution of the grant agreement.

HUD rules prevent RLHP from reimbursing funds invested into the rehabilitation of a home when application of the Program's policies and procedures results in the replacement of the damaged housing unit with a new unit (manufactured or stick-built). Applicants who have already used FEMA, SBA, NFIP, or other funds to rehabilitate a manufactured home or stick-built home that will be reconstructed are not eligible to be reimbursed for those expended funds. Applicants in this situation are encouraged to provide receipts to RLHP for the repair work performed. All documentable repair dollars spent on eligible repair expenses will be subtracted from any duplication of benefit calculation to reduce or eliminate the duplication, increasing the applicant's potential award for replacement, up to any applicable Program cap. In the absence of receipts, Program estimation methodology for the valuation of completed repairs may be used as a method to document repair value for DOB reduction purposes.

All eligible reimbursement amounts will be disbursed to applicants after execution of the grant agreement. Construction does not have to be completed prior to an applicant receiving reimbursement funds if they are Solutions 1, 3 or Solutions 2, 3 applicants who will be further repairing their homes. Applicants who have completed partial or full repairs on their home before applying to the Program may be eligible for reimbursement of eligible expenses incurred prior to the application process, which includes inspection, to the Program or prior to December 31, 2018, whichever occurs first.

All Program applicants who have replaced a flood damaged MHU prior to application to RLHP are potentially eligible for 100% of reimbursement of eligible costs related to the replacement, up to the Program cap and less any duplication of benefits.

a. Economy/Standard Grade Materials

Repair values are calculated based on economy/standard grade materials included in building industry software prices and MHU Program cost limits, not actual expenses incurred by applicant. The pricing software identifies economy grade materials as “Standard Grade”. For example, if an applicant replaced their aluminum windows with custom wood-frame windows, he or she will only be reimbursed for the price of economy-grade windows provided under the Program. See **Appendix E** for the Program Pricelist.

b. Deleted

2. Rehabilitation or Reconstruction Award Structure (Prospective Work)

Applicants who have prospective work, at the time of application, in either the Program Managed or the Homeowner-Managed solutions may receive up to 100% of their eligible repair award. All awards will be calculated based on the repair estimate, as determined by the Program and based on economy/standard grade materials as calculated by the Program using national building-industry estimating software, less any duplication of benefits.

Prior to receiving an award from the Program for Solution 1 (Program-Managed Construction), applicants must place in escrow all funding sources necessary to complete construction on their homes, over and above the grant award, up to the value of the repair or reconstruction estimate. This includes amounts necessary due to duplication of benefits.

Applicants who choose Solution 2 (Homeowner-Managed Construction) may contribute additional money toward construction upgrades, but the applicant is responsible for applying all duplication of benefit and/or upgrade costs necessary to complete the scope of work in the construction contract (note: Solution 2 reconstruction projects must be contracted with a Louisiana licensed residential contractor). Applicants must expend all additional dollars exceeding the grant amount for which they are responsible, prior to any RLHP dollars being used for the project. The Program will inspect the applicant’s property upon notification by the applicant that the contributory dollar value has been spent on construction. Upon verification of completion of work by Program inspectors, the portion of construction fundable through the applicants RLHP award will become available to draw. Program draws will not be funded until scheduled inspections are successfully completed. Applicants are responsible for any and all

upgrades and change orders that were not approved by the Program or made to the construction contract after the date of grant agreement execution.

c. Replacement or Reimbursement of Manufactured Homes

Water damage to manufactured housing often results in serious structural and environmental health hazards for occupants of manufactured housing units that may not be effectively remediated with rehabilitation activities. Based on other disaster program experience within and external to Louisiana, RLHP has determined it is more cost-effective and homeowners will be more fully protected and able to achieve long-term recovery through the replacement of the damaged unit with a new unit, rather than repairing flood damaged manufactured housing units. Additionally, RLHP has weighed factors such as deterioration potential and rapid depreciation of manufactured housing units, especially units that have been ruined by water-related weather events. The Program has determined it is more cost-effective to replace a flood-damaged unit rather than to rehabilitate it, as repairs may not sufficiently address the structural and environmental damages, and the repaired unit may ultimately need to be replaced. This determination is founded on the goals of best serving the long-term housing needs of Louisiana's flood-affected citizens and protecting homeowners from potential latent environmental health hazards. Newer manufactured housing units are built to higher construction standards and offer more storm resiliency and energy-efficient options that result in better utility efficiency and lower utility charges as well as mitigate against any unknown environmental or structural damages that could be associated with a repaired unit. RLHP will provide funds for the replacement of single-wide or double-wide damaged units up to the Program caps and the homeowner has complete control over the choice of the unit selected.

The Program is prohibited from paying funds toward a project that does not result in the full rehabilitation of the applicant's dwelling. As such, the Program is not allowed to reimburse applicants who have already begun to repair their Manufactured Housing Unit (MHU) or stick-built home when the Program will replace the MHU or reconstruct the stick-built home. However, applicants in these situations may reduce their duplication of benefits assessment. A duplication of benefits reduction is possible when the applicant provides receipts documenting the repairs made to the damaged structure that will be replaced or reconstructed or if the Program can assess the value of the repairs made using estimating methodology.

1. Program Allowances and Eligible Replacement/Reimbursement Options

RLHP will not fund repairs to damaged manufactured homes. Applicants may replace a qualifying flood-damaged structure (single family stick-built home or manufactured housing unit) with a habitable manufactured housing unit. Alternatively, manufactured home owners may use their replacement award to fund single family stick-built construction.

All prospective replacement of manufactured homes will be completed under the Solution 2 – Homeowner-Managed Program when prospective replacement is the eligible RLHP construction activity. If a habitable MHU has already been installed on the property to replace a damaged single-family home or MHU prior to damage assessment, the eligible Program activity will be Solution 3-Reimbursement.

The Program establishes maximum allowances for costs associated with removal of a damaged unit (under Solution 2 only), replacement of damaged MHUs and the costs associated with the delivery and set up of the new MHU. Owners of manufactured homes will be eligible for funding

up to the lesser of the actual costs or the Program maximum allowance, less any duplication of benefits. The maximum allowances include all costs associated with site preparation, delivery, tie-in to site infrastructure, removal of damaged unit and customization of access, if necessary. Costs associated with removal of the damaged MHU and customization of access will only be included for Solution 2 applicants and are not subject to reimbursement (under Solution 3).

The Program established maximum allowances for replacement manufactured homes are based on the type of unit damaged:

- Damaged Single-wide unit: \$45,000.00
- Damaged Double-wide unit: \$65,000.00

If elevation is required, the cost may be added in addition to the Program cap or final project cost, whichever is lower, after grant closing. Please reference the Elevation Allowance Table for Manufactured Housing Units below:

Single-Wide Elevation Cost:

Height	4.0' Install	5.0' Install	6.0' Install	7.0' Install	8.0' Install	9.0' Install	10.0' Install
Cost	\$1,200	\$1,700	\$2,200	\$2,500	\$3,300	\$4,000	\$4,500

Double-Wide Elevation Cost:

Height	4.0' Install	5.0' Install	6.0' Install	7.0' Install	8.0' Install	9.0' Install	10.0' Install
Cost	\$1,000	\$2,000	\$2,400	\$3,100	\$3,700	\$4,400	\$5,200

**Please see page 30, 65, 72, and 75 for a copy of the RLHP Stick-Built Repair/Reconstruction Elevation Allowance Table*

If any portion of a structure is a manufactured home, the entire structure will be classified as a manufactured home for purposes of the RLHP. Manufactured homes where the homeowner has constructed attachments, no matter how extensive such attachments may be, will be treated as manufactured homes, either singlewide or doublewide, regardless of the additions. Calculation of an applicant's eligible award is based on the size of the original MHU portion of the structure.

These Program allowances apply to the following situations:

- Prospectively replacing a damaged MHU with a new (not used) MHU
- Reimbursement for a habitable MHU (new or used) that has already been installed, prior to inspection for damage assessment, when the original damaged structure was an MHU
- Prospectively replacing a damaged stick-built structure with a new (not used) MHU when the Program determines that reconstruction is the only Program option.
- Reimbursement for a habitable MHU (new or used) that has already been installed, prior to inspection for damage assessment, when the original damaged structure was a stick-built single-family home
- Prospectively replacing a damaged MHU with a stick-built structure

- Reimbursement for a habitable stick-built structure that has already been completed, prior to inspection for damage assessment, when the original damaged structure was an MHU

MHU to MHU. If an applicant replaces a damaged MHU with a new MHU, the maximum Program allowance will be determined by the classification of the damaged MHU. A damaged singlewide MHU will yield a maximum Program allowance of \$45,000.00. A damaged doublewide MHU will yield a maximum Program allowance of \$65,000.00. The maximum Program allowance will be reduced by any duplication of benefit. An applicant's actual award will be adjusted to the lesser of the actual cost of the replacement MHU or the applicant's eligible award, whichever is less, and any duplication of benefits will be subtracted from this amount. The applicant must provide the bill of sale which clearly states the VIN for the replacement unit.

Applicants with a damaged doublewide MHU may elect to replace the damaged doublewide MHU with a new singlewide MHU at the \$65,000.00 cap. The new singlewide MHU can be funded up to the lesser of the actual cost or the Program maximum \$65,000.00 cap, less any DOB.

Stick-built to MHU. If an applicant chooses to replace a stick-built property with a new MHU, which is only allowed if the Program determines that reconstruction is the only Program option, then the singlewide or doublewide Program allowances will be applied to the applicant's award based on the livable square footage of the damaged stick-built property. If the damaged home is 1,500 square feet or less of livable space, the maximum allowance for the replacement MHU will be capped at the lesser of actual cost or \$45,000.00, less any duplication of benefit. If the damaged home is greater than 1,500 square feet of livable space, the maximum allowance for the replacement MHU will be capped at the lesser of actual cost or \$65,000.00, less any duplication of benefit. An applicant's actual award will be adjusted to the lesser of the actual cost of the replacement MHU or the applicant's eligible award, whichever is less, and less any duplication of benefit. The applicant must provide the bill of sale which clearly states the VIN for the replacement unit.

MHU to Stick-built. If an applicant chooses to replace his/her damaged MHU with a new stick-built single-family home on the same site as his/her damaged mobile home or on new land outside of a Special Flood Hazard Area (SFHA), the maximum Program allowance will be determined by the classification of the original damaged MHU. A damaged singlewide MHU will yield a maximum Program allowance of \$45,000.00. A damaged doublewide MHU will yield a maximum Program allowance of \$65,000.00. The maximum Program allowance will be reduced by any duplication of benefit. An applicant's actual award will be adjusted to the lesser of the actual cost of the replacement stick-built single-family structure in lieu of an MHU or the applicant's eligible award, less any duplication of benefit. The applicant must provide proof of construction cost for the new construction stick-built home.

Funding under Solution 2 – Prospective Purchase of MHU. Prior to receiving RLHP grant funding for the purchase of a manufactured home, applicants must provide evidence of a contract to purchase and install a new (not used) MHU. Such evidence should be provided in the form of a Purchase Agreement with an MHU seller. The purchase of a used MHU is generally not eligible, however, applicants who have received a new FEMA MHU as part of their assistance package from FEMA for the 2016 flooding event(s), and who wish to purchase that mobile home unit from FEMA with their RLHP award, may do so with FEMA approval and an agreement to purchase provided.

Upon receipt of acceptable documentation, the Program may issue a two-party check to the applicant and the MHU seller or lien holder for the new unit for an amount up to the applicant's eligible award. Payment will be made upon successful inspection of the manufactured home at the applicant's site, verifying purchase and completion of installation.

Funding under Solution 3 – Reimbursement for Prior Purchase of MHU. For Solution 3, the Program may reimburse for either a new or used habitable unit up to Program caps, if the unit was purchased prior to the RLHP damage assessment. Demolition costs are included in the Program allowance of \$45,000.00 or \$65,000.00. The Program may issue a single-party check to Solution 3 applicants who have replaced their damaged mobile home prior to damage assessment inspection. Payment will be made upon inspection of the manufactured home at the applicant's site, verifying purchase and completion of installation.

2. Elevation and Relocation of MHUs

a. Elevation of MHUs

The Program will provide additional funds for manufactured home elevation, if required by the local jurisdiction. The Program will provide the lesser of the actual cost of elevation or the Program cap, based MHU elevation cost as per the MHU Elevation Cost table below. Elevation will be provided using CMU blocks, pilings, or other approved construction methods, but the RLHP will not pay for elevation by fill. Applicants who have purchased a replacement MHU within a Special Flood Hazard Area (SFHA) and have not elevated the unit to the requirement of two feet above the Base Flood Elevation can qualify for Program assistance to include elevation funding. See below for the elevation pricelist table for MHUs:

Single-Wide Elevation Cost:

Height	4.0'	5.0'	6.0'	7.0'	8.0'	9.0'	10.0'
Install	Install	Install	Install	Install	Install	Install	Install
Cost	\$1,200	\$1,700	\$2,200	\$2,500	\$3,300	\$4,000	\$4,500

Double-Wide Elevation Cost:

Height	4.0'	5.0'	6.0'	7.0'	8.0'	9.0'	10.0'
Install	Install	Install	Install	Install	Install	Install	Install
Cost	\$1,000	\$2,000	\$2,400	\$3,100	\$3,700	\$4,400	\$5,200

Please see page 30, 65, 72, and 75 for a copy of the RLHP Stick-Built Repair/Reconstruction Elevation Allowance Table

b. Relocation of MHUs

Relocation of MHUs is restricted to moving the new unit outside of the floodway or floodplain, except in cases where the relocation is located in an established mobile home park within a floodplain. These exceptions will be reviewed on a case-by-case basis, and the Program will require documentation evidencing the established mobile home park through an occupational license, sewage and utility hookups, or other permitting issued by the local jurisdiction. Applicants whose damaged MHUs are located on owned and non-owned land, including leased land, will be permitted to relocate. Applicants on owned land whose damaged property is located within a floodplain will be required to obtain and maintain flood insurance on any structures on the owned property in perpetuity. Applicants that are replacing their MHU with a single-family stick-built home can relocate to a new location outside of the SFHA. See below for the Mobile Home Relocation reference tables.

Mobile Home Unit Relocation Matrix						
Damaged MHU Location	Damage Land Ownership	New Location Ownership		New Location		
Floodway – must relocate to participate in Solution 2 replacement	Non-owned Land - OK	Non-owned Land - OK *Need ERR	Owned Land – OK *Need ERR	Floodway – Not permitted	Floodplain – Not permitted	Outside Floodway and Floodplain – OK *Need ERR
Floodplain – optional relocation	Non-owned Land - OK	Non-owned Land - OK *Need ERR	Owned Land – OK *Need ERR	Floodway – Not permitted	Floodplain – Not permitted, unless new location is in an established MHU park. Not permitted if MHU to Stick-built. *Need ERR	Outside Floodway and Floodplain – OK *Need ERR
Outside Floodway and Floodplain – optional relocation	Non-owned Land - OK	Non-owned Land - OK *Need ERR	Owned Land – OK *Need ERR	Floodway – Not permitted	Floodplain – Not permitted	Outside Floodway and Floodplain – OK *Need ERR
Floodway – must relocate to participate in Solution 2 replacement	Owned Land - OK	Non-owned Land - OK *Need ERR	Owned Land – OK *Need ERR	Floodway – Not permitted	Floodplain – Not permitted	Outside Floodway and Floodplain – OK *Need ERR

Floodplain – optional relocation	Owned Land - OK	Non-owned Land - OK *Need ERR	Owned Land – OK *Need ERR	Floodway – Not permitted	Floodplain – Not permitted	Outside Floodway and Floodplain – OK *Need ERR
Outside Floodway and Floodplain – optional relocation	Owned Land - OK	Non-owned Land - OK *Need ERR	Owned Land – OK *Need ERR	Floodway – Not permitted	Floodplain – Not permitted	Outside Floodway and Floodplain – OK *Need ERR

For applicants of manufactured homes who will be locating the new unit on a lot different from the location of the damaged unit or building a new single-family stick-built home on a different location on the same lot, an Environmental Review must be completed on both the original site and the new site on which the new unit will be installed or built. The Program will fund one environmental review in accordance with Program requirements of the applicant’s desired relocation, but any necessary subsequent environmental studies will be the sole responsibility of the applicant. For example, applicants on owned or non-owned land that wish to move to a location in which the ERR identifies as a “wetland,” will be responsible for any additional studies/clearances required by the ERR. Such expenses will not be funded or reimbursed by the Program and will be the sole responsibility of the applicant. Furthermore, any additional environmental reviews needed will be the sole responsibility of the applicant.

3. Damage Level

The applicant’s home must have sustained Major/Severe damage, as a direct result of the 2016 Severe Storm and Flooding events, which lasted from March 8, 2016 - April 8, 2016 and August 11, 2016 - August 31, 2016, respectively. Information provided by FEMA will be used to verify disaster-related levels of damage. Mobile homes that have not been classified as having Major/Severe damage must have sustained at least one foot of flood water inside the MHU to qualify for replacement. If the information provided by FEMA is unclear or if the information is not available, a Program inspector will attempt to confirm whether a home experienced one foot or more of flood water on the first floor of the structure. If this cannot be confirmed by the inspector, it is the applicant’s responsibility to provide proof of flood damage, including flood height, within the structure. Examples of supporting documentation that the Program may review to substantiate Major/Severe damage include: 1) additional interior and/or exterior photos of the flooded damaged unit with points of reference that can be compared to Damage Assessment photos; 2) receipts of repairs completed prior to the RLHP Damage Assessment; and 3) insurance claim documentation.

4. MHU Replaced or Demolished Prior to Damage Assessment

If a damaged structure, MHU or stick-built, is replaced with a new or used MHU prior to the damage assessment, the eligible activity will be reimbursement under Solution 3, for the replacement MHU purchase and installation costs up to the Program caps. Demolition of the previous structure will not be reimbursed. Reimbursement will be limited to the maximum of

the Program allowance or the actual cost of the replacement unit (whichever is less), less any duplication of benefits. The Program will verify that the replacement unit is habitable.

However, if the original damaged structure has already been removed or demolished, but not yet replaced at the time of the damage assessment inspection, the eligible activity will be prospective replacement under Solution 2. In this scenario, the applicant will be required to prove that an MHU or stick-built home was on the property at the time of the qualifying event. Such documentation may include such items as a FEMA damage assessment, utility bill at time of storm, original bill of sale, lot rental payments (if owner rented land) or property tax records (if manufactured home owner owned the underlying land), applicant photographs, and/or demolition/salvage bill for the haul off and destruction of the flooded unit. This list is not comprehensive, but it is intended to illustrate the types of information that would substantiate the applicant's claim that a single-family stick-built home or MHU was present on the property during the required time period.

Program inspectors will observe site conditions to document any indication that a single-family stick-built home or manufactured home previously occupied the footprint indicated by the applicant. Program staff members may seek to obtain aerial imagery from Google Earth or similar services to identify whether a unit existed at the time of the flood. If additional verification is needed, applicants are responsible for providing all necessary proof that the original structure was present prior to the 2016 flooding event(s), that it was damaged by the flood(s) and documentation on the removal of the structure. The applicant(s) must prove ownership and occupancy of the original damaged structure at the time of the flood events.

5. Replacing a Stick-built Home with an MHU

Applicants who had a stick or stick-built single-family flood damaged home with a FEMA Major/Severe damage classification or 1 foot or more of floodwater, may replace that damaged structure with a manufactured home when the Program determines that reconstruction is the only Program option. If the flood damaged home has been demolished and a new manufactured home has been purchased and installed on the property prior to the RLHP damage assessment, the homeowner may be eligible for reimbursement for a singlewide or doublewide manufactured home (as determined by Program based on the damaged structures' square footage), up to the MHU cap or actual cost (whichever is less), less any DOB.

If a stick-built property was demolished and replaced with a manufactured housing unit prior to the RLHP damage assessment inspection, the eligible activity will be reimbursement for the replacement MHU under Solution 3. If the stick-built property has already been demolished, but no replacement structure is present, the prospective replacement of the structure with an MHU will proceed under Solution 2. Any demolition costs associated with the stick-built property, if applicable, are included within the replacement manufactured housing unit Program allowance and are not considered as additional costs. Further, the replacement cap associated with the new MHU will be determined by the livable square footage of the damaged stick-built home. If the damaged home is 1,500 square feet or less of livable space, the maximum allowance for the replacement MHU will be capped at the lesser of actual cost or \$45,000.00, less any duplication of benefit. If the damaged home is greater than 1,500 square feet of livable space, the maximum allowance for the replacement MHU will be capped at the lesser of actual cost or \$65,000.00, less any duplication of benefit.

Prior to receiving funding for the prospective replacement of a manufactured home, applicants must provide evidence of purchase and installation of a new (not used) manufactured home (such as a Purchase Agreement with a manufactured home seller). Prospective replacement of a damaged manufactured home with a used manufactured home, after damage assessment, is generally not eligible. However, applicants who have received a new FEMA MHU as part of their assistance package from FEMA for the 2016 flooding event(s), and who wish to purchase that mobile home unit from FEMA with their RLHP award, may do so when FEMA allows for the purchase of that mobile home.

Upon receipt of acceptable documentation, the Program may issue a two-party check to the applicant and the new manufactured home seller or lien holder for an amount up to the established award cap. The Program may issue a single-party check to applicants who have replaced the damaged mobile home prior to the RLHP damage assessment inspection. Payment will be made upon inspection of the manufactured home at the applicant's site, verifying purchase and completion of installation.

For Solution 3 reimbursement of manufactured housing unit replacement that has occurred prior to the RLHP damage assessment inspection, the Program may reimburse for either a new or used unit. The final inspection of the property will verify that the replacement unit, which can be new or used, is installed and habitable.

6. New Construction in lieu of MHU Replacement

New construction in lieu of manufactured home replacement may be funded under either Solution 1 or Solution 2. Under Solution 1, the manufactured home owner must place all necessary contributions toward the construction of the home into an escrow account at grant closing. These funds will be used prior to any Program funds. Under Solution 2, the manufactured home owner must first expend their own funds for construction, prior to accessing any Program funds. Awards for applicants that choose this option will be based on the award cap for manufactured housing replacement (\$45,000.00 for singlewide and \$65,000.00 for doublewide) or actual cost of construction (whichever is less), less any DOB. The award amount may be contributed to the construction of a stick-built home, rather than a manufactured housing unit replacement. The determination of which MHU cap applies will be based on whether the original damaged unit was a singlewide or doublewide MHU.

7. Solution 2 Mobile Home Requirement to Maintain Flood Insurance

If the replacement unit is located in a Special Flood Hazard Area, it shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the applicant. Failure to maintain insurance will result in the applicant and the property being ineligible for future disaster relief. Upon the sale or transfer of the unit from owned land, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation

to maintain flood insurance on any manufactured home located on the same property. In the event that the applicant(s) fail to provide such notice, applicant(s) may be liable to the United States for future disaster assistance related to the manufactured home.

Evidence that the replacement unit is covered by the required flood insurance must be provided after installation of the new unit and confirmed before the disbursement of grant funding. A declaration sheet, ACORD form describing the coverage, or an application for flood insurance along with a receipt from the applicant's insurance company will be sufficient evidence to satisfy this requirement.

e. Additional Work Outside of Program Scope

Applicants who select Solution 2 Homeowner-Managed rehabilitation or reconstruction (note: Solution 2 reconstruction applicants must obtain a Louisiana licensed residential contractor for their reconstruction projects), may choose to contribute additional funds to his/her rehabilitation project for items that are not included in the repair estimate approved by the Program. If an applicant chooses to contribute funds, these funds must be expended prior to accessing any Program funds.

No upgrades or substitutions are allowed under Solution 1. Read your award letter and grant agreement carefully for additional Solution-specific requirements.

f. Escrow

Applicants in Solution 1 (only) who have a demonstrated duplication of benefits will be required to escrow all funding above the grant amount, at grant execution. A Notice-to-Proceed will not be issued and construction may not proceed until verification of deposit in escrow of all funds in excess of the grant award. All applicants requiring escrow will be provided with escrow instructions prior to closing on their grant.

Applicants who cannot fulfill their escrow obligations at the time of grant execution may be eligible for scope deferment. Reference the Scope Deferment Policy below for more information.

g. Homeowner's Responsibility

Applicants in Solution 2 (only) who must contribute funds to the project will be required to spend personal and/or borrowed funds on the project prior to receiving Program funds. When construction milestones are met, it is the applicant's responsibility to contact the Program to schedule an inspection. The Program will conduct a site inspection to ensure the personal and/or borrowed funds have been spent on the project and that the remaining work can be completed with the Program funds. Only then will funds be disbursed to complete construction.

Applicants who cannot fulfill their homeowner responsibility obligations may be eligible for scope deferment if no payments have been issued by the Program. Reference the Scope Deferment Policy below for more information.

1. Scope Deferment Policy

Applicants who cannot fulfill their escrow or homeowner responsibility obligations at the time of grant execution may be eligible for scope deferment to the extent that their eligible repair scope

includes items that are non-essential for occupancy or habitability. Scope deferment is not intended to remove the cost of the scope item from the responsibility of the homeowner, but rather to defer the work to the end of the construction project. Scope deferment is conducted before grant execution and is only available for stick-built repair and reconstruction projects. Mobile home units are not eligible for scope deferment.

Repair and Reconstruction Scope Deferment Policy: The calculated value of the approved deferred scope will reduce, and in some cases eliminate, the amount the applicant is responsible for bringing to escrow for Solution 1 or submit in initial homeowner responsibility requisitions for Solution 2. Scope deferment is inclusive of line items related to finishing and/or non-essential items such as interior painting for walls, interior painting for ceilings, and painting of baseboards/trim.

Solution 1 Reconstruction Scope Deferment Policy: In instances of Solution 1 Program-Managed Reconstruction, the RLHP will construct a dwelling based off of an approved and assigned floorplan that is chosen based on the square foot configuration of the applicant's damaged residence. The RLHP will review and confirm what scope items can be deferred from the floorplan in an effort to reduce or eliminate the applicant's escrow requirements.

Solution 2 Reconstruction Scope Deferment Policy: In instances of Solution 2 Homeowner-Managed Reconstruction (which must be performed by a Louisiana licensed residential contractor), the RLHP will review the applicant's construction plans to calculate the potential deferrable scope. Solution 2 Reconstruction applicants who cannot fulfill their homeowner's responsibility requirement after grant execution may be eligible for post-closing scope deferment if no payments have been issued by the Program.

h. Recapture

An applicant may be required to repay all, or a portion of the funds received. The reasons for recapture include but are not limited to the following:

- An applicant moves from one phase to another phase based on eligibility criteria and is then eligible for a different award amount;
- An applicant is determined to have provided false or misleading information to the Program;
- An applicant withdraws from the Program prior to completion of the project;
- An applicant does not complete construction; and/or
- An applicant does not report the receipt of additional insurance, SBA, FEMA, non-profit assistance and/or any other duplication of benefits received after calculation of the award.
- An applicant voluntarily or involuntarily relinquishes ownership of the property prior to the successful completion of a final RLHP inspection.

10. Grant Execution

The Program will use the grant execution process to meet in person with applicants and review all Program requirements prior to receipt of federal grant funds. Applicants will execute separate grant agreements with the Program, for each of their qualifying Solutions, at the time of grant execution. Grant agreements require applicants to comply with the Program requirements. If there are multiple owner-occupants, only one must execute the grant agreement(s), except in the case of a Solution 1

reconstruction project. In the event of a Solution 1 reconstruction project, all owners must execute the grant agreement as well as provide consent for demolishing the damaged structure prior to execution of the grant agreement. The Program will accept properly executed Power of Attorney documents to assist owner-occupants or Solution 1 reconstruction project owners who cannot attend the grant execution. Sample grant agreement documentation is included in **Appendix A**.

a. Pre-Award Verifications

Applicants are responsible for providing truthful, accurate and complete applications to the Program. However, prior to making an award, the Program is responsible for reviewing each applicant file to verify all information is complete, applicant eligibility is verified, and all benefit calculations are completed correctly. Applicants are subject to audit and further review throughout their participation in the Program and up to five years after project completion. Applicants must provide additional documentation in support of their applications as requested by the State, its representatives or agents, HUD, HUD OIG, or the Louisiana Legislative Auditor. Failure to comply with these requests may result in recapture of funds.

b. Award Acknowledgement Letter

Once the applicant has completed the application process, including submitting all required documentation, has been determined eligible and has had an award calculation conducted, an award acknowledgment letter will be issued electronically and mailed to applicant address. The award acknowledgment letter provides the applicant with information about their potential eligible award, award calculation, their damage assessment documentation, and the appeals process.

c. Grant Agreement Documents

Prior to receiving an award, applicants will:

1. Self-certify that they still own the damaged property and that they have not received notices of default or seizure related to taxes, mortgage, or title.
2. Have an affirmative obligation to notify the Program if they receive notice of default or seizure after receipt of award from the Program.
3. Resolve all appeals issues, as there are no appeals eligible after execution of the grant agreement.
4. Provide a copy of current flood insurance declaration page or declination letter.

For applicants utilizing a combination of solutions, a separate grant agreement must be executed for each solution. All self-certified information may be investigated by the Program or by HUD at a later date. Applicants are under an obligation to comply with any Program request for verifying documentation that supports a self-certification, even after awards have been granted and applicant files have been closed.

Applicants whose property is located within the SFHA are required to obtain and maintain flood insurance on their property, as a condition of receiving award assistance from RLHP. Failure to maintain flood insurance on the property will result in the subject property being disqualified from receiving any future federal disaster recovery assistance. Please refer to Section 5 of this manual for additional details related to the flood insurance requirements that are contained in the Program's grant agreement that must be executed in order to receive grant assistance.

d. Provisions of Funding

Program Solution	Provisions of Funding
Solution 1 – Program-Managed Rehabilitation or Reconstruction	<ul style="list-style-type: none">• The Program will pay homebuilding contractors directly.• Applicant will not receive any direct funding.
Solution 2 – Homeowner-Managed Rehabilitation; Homeowner-Managed Reconstruction by a Louisiana Licensed Residential Contractor; Manufactured Home Replacement	<ul style="list-style-type: none">• The Program may issue a single-party check to homeowners who manage their own rehabilitation construction project.• The Program may issue two-party checks to the applicant and the Louisiana licensed residential contractor or manufactured home seller or lien holder.
Solution 3 – Reimbursement	<ul style="list-style-type: none">• The Program will pay applicants for eligible work completed, reconstruction completed, or manufactured home replacement completed prior to damage assessment.

11. Operating Procedures

a. Deadlines

Throughout the life of the Program deadlines will be established. These deadlines will relate to the dates upon which the survey and application periods will close, grant agreements must be executed, and construction activities must begin or be completed. Additional deadlines for other Program activities not included in this list may also be established. This manual will be updated as those deadlines are established.

The Program had initially established a survey deadline of July 20, 2018 and an application deadline of October 1, 2018. On September 24, 2018, the survey was re-opened, and the application deadline was extended in response to the announcement of a potential change to the Small Business Administration (SBA) duplication of benefits (DOB) policy. The survey submission deadline was October 19, 2018 at 11:59 p.m., and the application deadline was November 16, 2018 at 11:59 p.m.

Applicants who have completed partial or full repairs on their home before applying to the Program may be eligible for reimbursement of eligible expenses incurred prior to the application process, which includes inspection, to the Program or prior to December 31, 2018, whichever occurs first.

The RLHP requires that Solution 2 applicants initiate construction within 180 days of execution of the grant agreement unless a written hardship extension is requested and approved. Otherwise, the applicant's award will be withdrawn. Solution 2 applicants are also required to complete their repair or reconstruction project within 360 days of grant execution.

The final deadline to close on an award is July 31, 2019. Additionally, the final deadline to re-enter the Program from Withdrawn status or switch Solutions is July 31, 2019. Post-closing applicants are only allowed one (1) Solution change, and the Solution change must be approved by the State.

These deadlines do not apply to applicants who are subject to an SBA DOB award adjustment that have not executed their grant agreement.

b. Application Intake

Once a person has moved from the survey stage to the application stage, he or she will then be considered to be an applicant to the Program. All property owner-occupants will be considered applicants at this stage. From that point forward, applicant(s) must abide by all Program policies and procedures outlined in this manual.

Applicants are encouraged to complete the RLHP application online; however, case managers will be available to help applicants complete applications at Housing Assistant Centers or by phone through the Program's call center. Other reasonable accommodations may be available as needed. All applicants must sign the Program's Consent and Release, Fraud Acknowledgement, IRS Form 4506- T Income Tax release, and other Program-related documents as needed. All required documentation may be submitted either electronically or in person during an appointment with a case manager. Examples of the application forms and required signed documents are contained in **Appendix B**.

All owner-occupants should be listed on the Program application. All owner-occupants must sign all Program forms. Only one owner-occupant is required to execute the grant agreement(s), except in cases of a Solution 1 reconstruction project. In the event of a Solution 1 reconstruction project, all parties with an owning interest in the property are required to execute the grant agreement as well as provide consent for demolishing the damaged structure prior to execution of the grant agreement. The Program will make all payments in the name of all owner-occupants. Owners who are not occupants may be listed on the application but are not required to be. Owners who are not occupants are not required to sign any Program forms or provide any income or other documentation, except in cases of a Solution 1 reconstruction project, in which case all owners must sign the grant agreement and provide consent for demolishing the damaged structure prior to the grant agreement. RLHP is not liable for any dispute arising between owner-occupants and non-occupant owners.

c. Stop-Work

All activities funded by CDBG-DR are subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 CFR Part 58. The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process and all necessary consultations must be completed before any funds are committed and disbursed for eligible expenses. Thus, prior to funding repairs, reconstruction, acquisition or reimbursement, the Program will conduct an environmental review on each property.

After submitting an application to the Program, applicants whose environmental review has not been completed are required to stop all existing repair work until the environmental review is conducted by the Program. This requirement will be referred to as the "stop-work requirement."

Any applicant subject to the stop-work requirement will be notified by their case manager and the applicant will sign an acknowledgement of the stop-work order.

Currently, the Program process is defined to eliminate the stop-work requirement, to the maximum extent feasible. To accomplish this, the Program is conducting environmental review after the survey and prior to applicant application to the Program. These reviews are conducted from the right of way and no appointment is scheduled with the applicant. A Program inspector will take photographs of the property and note any visible environmental conditions. All Program inspectors will wear a Program-approved collared shirt with the RLHP logo and carry an RLHP identification badge.

The Program is currently designed so that only homeowners with a completed survey and a completed environmental review may apply. Therefore, in most cases, the environmental stop-work requirement will not apply. However, in rare and exceptional circumstances, there may be some instances where a homeowner may be able to apply prior to the completion of the environmental review. In these limited circumstances, an applicant will be subject to the stop-work order.

Exceptions to the “stop-work requirement” may be allowed in the event an applicant entered a written contract with a homebuilding contractor prior to applying to the Program. In such cases, the applicant may be allowed to continue the work outlined in the written contract, as it was described and executed prior to the applicant’s application to the Program. However, in such cases an applicant may not enter into new contracts, engage additional laborers, execute any change orders to existing contracts or purchase materials after application to the Program and prior to completion of an environmental review. Failure to comply with the “stop-work requirement” or eligible exceptions to the “stop-work requirement” may result in an applicant’s ineligibility to the Program for all or partial funding. Applicants should consult with the Program prior to making any additional contract decisions during the mandatory stop-work period.

Applicants that have submitted an application to the Program and who have been given the stop work order, but do not stop work on repairs, are at risk of not being eligible for funding.

An environmental stop-work order may be issued at the time that an environmental review is conducted. Please see **Section K** below for more information about Environmental Review requirements.

d. Applicant Communications

The Program will ensure that all applicants have updated information regarding the status of their application and award. The Program will use various methods of communication including but not limited to the following:

- Phone calls
- Written correspondence (e-mail, direct mailings, text messages)
- In-person meetings
- Mobile-friendly website

For applicants requiring special accommodations at the Housing Assistance Centers or wish to inquire about accommodations at the Housing Assistance Centers, please contact the Section 504 Coordinator at 504Coordinator@restore-la.org.

e. Applicant Responsibilities

Applicants are advised that additional information may be required for the State to properly calculate the Grant Amount and that applicants should maintain all records, receipts, invoices and other documentation related to any repairs, construction or clean-up of the damaged home. The State reserves the right to request additional documentation and the applicant is obligated to be responsive to these requests and produce such documentation, when requested. This obligation continues even after all repairs have been completed and all award funds have been distributed to the applicant.

Applicants applying to the Program for assistance have the responsibility to keep the Program informed of current contact information and to update their records if their income situation changes. Applicants are responsible for actively participating in the process and providing access to their property for damage assessments, lead-based paint testing, and construction progress inspections. The Program will make every attempt to remain in contact with each applicant and advise applicants of any additional information that may be required. However, if applicants show a demonstrated pattern of disengagement, the Program will institute a communication due diligence procedure, after which applicants will be notified that their continued participation in the Program may be in jeopardy. Should an applicant be non-responsive or fail to provide the Program with necessary documentation, the following due diligence procedure will be applied:

1. Three consecutive phone calls within a 7-day time frame, where direct communication with the applicant or their in-file designee is not achieved;
2. US Postal Service and email notification of attempted phone calls and request for applicant to make contact with the Program or provide necessary documentation within 30 days of the date of the letter.

If after the full succession of these communication attempts an applicant still fails to make contact with the Program or provide necessary documentation within 30 days of the US Postal Service notification mail date, the applicant will be placed in ineligible status. The applicant will be notified by email and US Postal Service that they are in ineligible status once that status is triggered.

Applicant(s) agree not to transfer the damaged home or any interest in the damaged home, whether voluntarily or involuntarily, until the rehabilitation or reconstruction to be performed under the Program has been completed as evidenced by a successful RLHP final inspection. Applicants with stick-built homes who sell their property prior to executing their grant award will be deemed ineligible for assistance. If an applicant sells their home after grant execution but prior to a successful final inspection by the Program, the RLHP will recapture any funds that were disbursed.

Applicants with manufactured housing units (MHUs) located on owned land who sell their property prior to executing their grant award will be deemed ineligible for assistance.

Zero Award Solution 3 applicants with SBA DOB, who have sold their damaged residence, that had a Program inspection confirming all work was completed, a certificate of occupancy where applicable, and notified transferees in writing of the continuing obligation to maintain flood insurance on the property are eligible for RLHP grant funds.

f. Eligibility Verification

1. Ownership

The applicant must have been the owner and occupant of the property at the time of the applicable flood event. Ownership of traditionally constructed stick-built homes, modular homes, and immobilized mobile homes on owned land, when unable to be verified by the Program's data feed from the applicable tax assessors, will be verified in the following order:

- 2016 tax records that show the applicant owned the property at the time of the flood events and matched with the most recently available tax record showing that the applicant currently owns the property; or
- The applicant may provide additional documentation including, but not limited to, the following:
 - Deeds or other legal documents to be reviewed on a case-by-case basis.
- The property title will be searched from public records as available within each jurisdiction when tax record does not exist.

a. Ownership for Applicants on Owned Land

Ownership is verified by comparing property and applicant information with the names and addresses received from the data feed from the applicable tax assessors on the property tax records from the time of the flood events and from the most recent tax roll available. If matches are found, the match establishes ownership at the time of the disaster event and currently. If unable to obtain a match between the names on the application and the names on the property tax records or through supplemental documentation provided by the applicant, the Program will complete an abbreviated title search (ownership search) to determine ownership. If there is more than one applicant listed on the application file, only one owner-occupant needs to be matched. There is no title insurance policy issued.

b. Special Circumstances Related to Type of Ownership

1. LLC

LLC ownership at the time of the flood event(s) is not an eligible form of ownership with the exception of LLCs where each member is an occupant of the damaged property. Other LLC structures will be considered on a case-by-case basis.

2. Reverse Mortgage

Applicants with a reverse mortgage at the time of the flood event are eligible to apply.

3. Purchase Contracts

- *Contract for deed*: Not eligible unless applicant converts their contract to full ownership prior to executing the grant agreement.

- *Rent to own*: Not eligible unless applicant converts their contract to full ownership prior to executing the grant agreement.
- *Bond for deed*: Not eligible unless applicant converts their contract to full ownership prior to executing the grant agreement.
- *Lease to own*: Not eligible unless applicant converts their contract to full ownership prior to executing the grant agreement.

Evidence of Purchase Contracts may be furnished by the following documentation:

- a. Proof that an applicant was purchasing a home on a contract as identified above may be evidenced by:
 - The applicant presenting the notarized Contract dated and executed prior to the flood event (April 8, 2016 or August 31, 2016) for review; and
 - The Program finding a notarized and executed Contract that was filed prior to the flood event (April 8, 2016 or August 31, 2016) in the conveyance records of the Parish.
- b. Proof that a contract has been completed and title conveyed to the purchaser is provided by:
 - Presentation to the Program of a notarized, executed conveyance document from the seller to the contract purchaser; or
 - Evidence of recordation of the title in the name of the applicant in the conveyance records of the parish.

4. Usufruct

Applicants in a usufruct situation should be encouraged to apply for the Program. An applicant who has a valid usufruct over the damaged property is potentially eligible for Program assistance provided he or she also occupied the damaged property as his or her primary residence on the date of the claimed flood event. Any such applicant shall provide evidence of the claimed usufruct. The RLHP will review any evidence of the usufruct to determine if the documentation is sufficient for Program eligibility purposes. Naked owners will not be required to execute the grant agreement provided there is an occupant with usufruct.

5. Trust

Property held in trust for the benefit of natural persons can be eligible for a RLHP grant if at least one of the occupants at the time of the storm was a current beneficiary of the Trust. The trustee's powers must include the ability to affect the damaged property. If the trustee's powers do not include the ability to affect the damaged property, the beneficiaries with an interest in the damaged property must sign the grant agreement documents along with the Trustee.

The following is required to confirm eligibility:

- The applicant must provide a copy of the trust document
- The trust document or an abstract or extract of the trust must be recorded in the conveyance records of the parish in which the damaged property is located.

This recordation in the conveyance records of the parish in which the damaged property is located may be recorded post-storm if necessary.

- The applicable grant agreement must be executed by trustee(s) unless the trust distributes the property to a beneficiary, in which event the beneficiary receiving the property must execute the applicable grant agreement. If the property was not serving as the primary residence for the current beneficiaries or trustee, the applicant(s) is not eligible for assistance.

6. Seizure of Property and Foreclosure

An applicant whose property is in active seizure will need to provide documentation to the Program in order for Program attorneys to determine whether the default has been cured or whether a foreclosure will proceed. Applicants whose property will be foreclosed upon or whose property is foreclosed upon will not be eligible to receive RLHP benefits (note: this is not applicable to mobile home units on non-owned land).

c. Special Circumstances Related to Ownership

1. Death of eligible owner-occupant

In the event of death of an eligible owner-occupant prior to grant execution, successors who were occupants at the time of the flood and can prove current ownership through legal process are eligible to apply for the Program. Situations where an occupant was living in the home, but not an owner, at the time of the event, will be handled on a case-by-case basis. Heirs who were not occupants at the time of either flood event are not eligible.

Heirship: An applicant who cannot establish title to the damaged property in his or her name, but who can establish that title to the damaged property was vested in an individual who is deceased, and to whom the applicant is an heir or legatee as of the date of the claimed flood event, can establish an eligible form of ownership in the following ways:

a. Pre-Grant Agreement

- i. If the decedent died intestate, the applicant can establish heirship by providing an Affidavit of Death, Domicile and Heirship (“ADDH”). Prior to satisfying the ownership requirement for eligibility, the ADDH shall be reviewed and approved by an attorney licensed to practice law in the State of Louisiana. The reviewing Program attorney shall approve the form and substance of the ADDH in writing, at which point the applicant will be deemed to have established an eligible form of ownership.
- ii. If the decedent died testate, the applicant can establish heirship by providing a Judgement of Possession (“JOP”) rendered in connection with

the probate of the decedent's will. The JOP shall identify and recognize the applicant as a legatee of the decedent and shall place him or her in possession of the damaged property, either partially or entirely. A JOP does require Program attorney review and approval.

- iii. In either event, the applicant must establish his or her occupancy of the damaged property address as of the date of the claimed flood event in accordance with Program policy.

b. Post-Grant Agreement

- i. In the event of an applicant's death after the execution of the RLHP Grant Agreement, the Executor or Administrator of the Estate can qualify to receive grant funds to complete reconstruction or rehabilitation on the damaged home. No additional occupancy test is required for the verified Executor or Administrator of the Estate. All disbursement and construction activities will be placed on hold until the Program verifies and/or completes the following:
 - a. Receipt of the death certificate confirming that the death of the applicant occurred after the execution of the Grant Agreement;
 - b. Receipt of a court order providing the name of the approved Executor or Administrator of the Estate of the deceased applicant;
 - c. Amend the RLHP application to add the name of the Executor or Administrator of the Estate as the representative of the estate who will then sign a Ratification Document to assume all obligations and authorize rights for the terms of the Grant Agreement.
- ii. In the event the applicant qualified as eligible with a confirmed usufruct interest and occupancy in the damaged home, signed the Grant Agreement, and subsequently dies, the surviving owner(s) can qualify to receive grant funds to complete reconstruction or rehabilitation on the damaged home. No additional occupancy test is required for the surviving owner(s). All disbursement and construction activities will be placed on hold until the Program verifies and/or completes the following:
 - a. Receipt of death certificate confirming that the death of the applicant occurred after the execution of the Grant Agreement (Note: if the death certificate indicates the applicant's death occurred prior to closing, then the grant agreement is considered invalid and grant processing and funding must be terminated, including the recapture of any fund already disbursed);
 - b. Review and approval of the usufruct and surviving owner(s);

- c. Amend the RLHP application to add the name(s) of the surviving owner(s) as the representative(s) of the estate who will then sign a Ratification Document to assume all obligations and authorize rights for the terms of the grant agreement.

2. Incapacity of infirmity of applicant

If an applicant is incapacitated due to illness or other infirmity, someone with a legal right to bind that person legally, such as is provided by a power of attorney, is eligible to apply for assistance on behalf of the applicant.

3. Active Military Duty

Active duty military personnel who own a flood-damaged home in Louisiana but are currently assigned to duty away from their home or were assigned to duty away from their home at the time of the flood are eligible to apply.

d. Transfer of ownership back to eligible owner occupant

Applicants who transferred their damaged property to an LLC or to another party by sale or act of donation after the flood event and that meet all RLHP eligibility criteria, can transfer the title back to original pre-flood ownership so that they can receive Program benefits as long as one of the following conditions is met:

- The applicant(s) transferred property to an LLC that is held in their name; or
- The applicant(s) transferred property to an LLC that is held by an immediate family member (mother, father, son, daughter, or spouses); or
- The applicant(s) transferred property by sale or act of donation to an immediate family member (mother, father, son, daughter, or spouse).

e. Stick-built homes on leased land

Applicants with stick-built homes on leased land must provide the following ownership documentation:

- Document that was recorded in the conveyance records prior to the flood event and which states that the applicant owned the stick-built home. Examples of such documents include:
 - Lease for land on which stick-built home is located which includes reference to fact that the applicant owned the stick-built home (recorded in conveyance records prior to flood event);
 - Written transfer of the home as a movable (recorded in conveyance records prior to flood event);
 - Document from the landowner creating the rights to the home as a movable (recorded in conveyance records prior to flood event);
 - Notarized bill of sale which provides ownership to applicant of the stick-built home (recorded in conveyance records prior to flood event);
 - 2016 tax record for the stick-built home on leased land; or
 - Signed affidavit from the applicant stating they were owner of the stick-built home at the time of the flood event AND two of the following as supporting ownership documentation from the time of the flood event:

- Insurance policy in name of applicant insuring the structure;
- Parish tax assessment for the structure; or
- Unrecorded lease agreement for the land.

f. Manufactured Homes on Leased Land

Applicants of manufactured homes on leased land must provide the following ownership documentation, including one of the following dated pre-flood event:

- Title from the Department of Motor Vehicles;
- Title found in the land records for the manufactured home;
- Notarized bill of sale which provides ownership of the manufactured home; or
- 2016 tax record for the manufactured home on leased land.

2. Occupancy

Occupancy as primary residence will be determined through review of the following data sources and documentation:

- Occupancy will be primarily verified through parish records. The Program looks for a homestead exemption in the 2016 property tax records provided by the Parish directly from a data feed stored in the Program's data source from the time of the flood event. If the tax records have established ownership and the Parish has granted a homestead exemption, the property is considered occupied by the applicant.
- When the third-party data source is unable to verify occupancy, the Program uses the following hierarchy to establish occupancy (all occupancy documentation must be from the time of the flood event):
 - 2016 tax records demonstrating homestead exemption for the property.
 - Copy of electric, gas, water, trash, sewage, cable or landline phone bill. The bill must confirm that service was provided in the month preceding or the month of the applicable disaster event and must match name and address on the Program application. Bills must reflect usage of services indicative of occupancy.
 - Letter from electric, gas, water, trash, sewage, cable or landline phone company. The letter must confirm that service was provided in the month preceding or month of the applicable flood event and must match name and address on the RLHP application.
 - Voter registration records submitted together with valid driver's license (unexpired as of date of application) must match the name and address on the Program application.
 - Copy of credit card bill sent to damaged residence in the month preceding or month of the applicable flood event and matching the name and address on the RLHP application.
 - Copy of bank statement sent to damaged residence in the month preceding or month of the applicable flood event and matching the name and address on the RLHP application.
 - Title search results that yield proof of homestead exemption.

For all solutions, applicants execute a grant agreement certifying that the applicant was the owner-occupant at the time of the flood event event(s).

3. Damage

The home must have sustained Major/Severe damage, as a direct result of the 2016 Severe Storm and Flooding events, which lasted from March 8, 2016 - April 8, 2016 and August 11, 2016 - August 31, 2016, respectively. Information provided by FEMA will be used to verify disaster-related levels of damage. As an exception to this policy, if the information provided by FEMA is unclear or if the information is not available, a Program inspector will attempt to confirm whether a home experienced one foot or more of flood water on the first floor of the structure. If this cannot be confirmed by the inspector, it is the applicant's responsibility to provide proof of flood water, including flood height, within the structure. Examples of supporting documentation that the Program may review to substantiate Major/Severe damage include: 1) additional interior and/or exterior photos of the flooded damaged unit with points of reference that can be compared to Damage Assessment photos; 2) receipts of repairs completed prior to the RLHP Damage Assessment; and 3) insurance claim documentation.

4. Deleted

5. Income Requirements

The Program is open to households of all income levels. The Program will collect income information for meeting the reporting requirements related to tracking expenditures on activities that benefit low to moderate income households, as established by HUD.

Furthermore, Phases I and II of the Program prioritize only those households that qualify as Low to Moderate Income (LMI) based on HUD's published income limits in effect at the time of the grant calculation. HUD's published income limits in effect at the time of the grant calculation vary by parish and household size. An LMI applicant's household income must be less than or equal to 80% Area Median Income (AMI) adjusted for household size. The income calculation includes the annual adjusted gross income of all adult household members, including earnings and in-kind sources like social security and pensions.

a. Household Income Basis

The Program will use HUD's published income limits in effect at the time of the grant calculation for each parish or metropolitan statistical area to meet reporting requirements. Household income will be based on the household's annual income data per the most recent IRS 1040 adjusted gross income definition. Documentation verifying this information is collected from applicants who report to be low to moderate income before grant execution, however, documentation from other applicants may be required for verification purposes.

The Program will use the processes for calculating income as defined by HUD, and as described in the following section. The Program certifies at the point at which sufficient documentation is provided and remains valid for one year. Recertification of income will not be required when an applicant has executed his/her grant agreement within the one-year income certification period.

b. The Process of Determining Income (For Sample Reviews)

The Program will use adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual federal annual income tax purposes. Income eligibility is certified at the date of income calculation for Program eligibility and is valid for one year from that date. The applicant must execute their grant agreement within one year of the income certification date or income must be recalculated by the Program.

- The Program will collect and analyze appropriate income documentation for household members through third party verification or source documentation. This process will include the most recent tax form(s).
- Applicants will need to certify whether or not their income has changed since their most recent tax return information. If there has been a change in the applicant's household income, the Program may allow the applicant to provide additional information such as pay stubs or other proof of income to verify the income change. Documentation sufficient in this circumstance includes the last three months of pay check stubs or signed statement from employer stating the wage and frequency of payment, most recent social security and pension income statements, and any other income source documentation.

g. Phase Verification

As of July 20, 2018, all phases were opened to all applicants with the reimbursement tiered percentage adjustment from 50% to 100%. The tiered percentage change has been applied retroactively. Phase verification is no longer applicable as of July 20, 2018. For files that had not completed phase verification by July 20, 2018, the former procedure for phase verification is detailed in previous versions of the RLHP guidelines.

h. Grant Determination

The Program determines the grant amount by calculating the estimated cost of repaired damages and/or total repairs needed based on the property inspection less the duplication of benefits an applicant received for the same purpose.

For those applicants who are disabled or who share a dwelling with disabled household members, a review and analysis of the cost reasonableness of any potential special accommodations, not in the standard repair estimate, may be made. Applicants can request special accommodations and scope modifications by submitting a Disability Verification Form (DVF) form and Disability Accommodation Request Approval (DARA) to the Program. The Program's 504 Coordinator will facilitate review processes for special accommodations on a case-by-case basis. Upon completion of the review and analysis of the cost, the applicant will receive a determination in the final repair estimate.

For more information about special accommodations and scope modifications for disabilities, please contact the 504 Coordinator at 504Coordinator@restore-la.org.

i. Damage Assessments and Economy/Standard Grade Materials

The Program completes property inspections to determine the total repairs necessary for each property. The inspections will be conducted by Program inspectors and utilize industry standard software. Inspectors are required to include an inspection for work already completed (Solution 3- Reimbursement) as well as prospective repairs needed to complete the home (Solution 1 and 2) in their inspection.

The Program will use an economy/standard grade of materials to determine the value of total repairs needed for each property. The economy/standard grade of materials is expected to have a lower value than the value of the materials an applicant used in the work completed prior to the Program and may be of lower value than the materials proposed to an applicant through a Louisiana licensed residential contractor in Solution 2: Homeowner Managed. The Program will not provide additional funding for costs related to the use of higher-grade materials. Under Solution 1: Program Managed, the Program will use economy/standard grade materials for the rehabilitation or reconstruction of an eligible home.

j. Duplication of Benefits Calculation

The following are sources of funding assistance provided for structural damage and loss that are considered a duplication of benefits and under federal law must be deducted from the grant assistance amount:

1. FEMA

a. FEMA Individual Assistance (FEMA IA)

Definition: FEMA IA assistance may be provided for home repairs. In the cases where applicants have received assistance for home repairs, that amount will be considered a duplication of benefits by the Program.

Verification: FEMA IA will be determined and verified by RLHP through the FEMA NEMIS database. If RLHP is unable to verify the FEMA IA amount through the FEMA NEMIS database, RLHP will use the payment amount provided by the applicant at the time of application. If an applicant can provide documentation demonstrating that the FEMA IA amount provided by the FEMA NEMIS database includes amounts not paid to cover structural loss, RLHP will use the documentation provided by the applicant to adjust the FEMA IA payout amount. The documentation provided by the applicant must come from FEMA.

b. FEMA National Flood Insurance Program (NFIP) Insurance

Definition: Payments for loss to dwellings under NFIP insurance policies are deducted from the grant the applicant is eligible to receive. Payments for contents or other expenses are not deducted from the applicant's funding assistance award.

Verification: The Program will collect flood insurance payment information from the applicant through the application process. In addition, the Program will work directly with NFIP to verify the information provided by the applicant.

Exception: Insurance proceeds taken by a mortgage company as a forced mortgage payoff will not be counted as a duplication of benefits as long as documentation from the mortgage company evidences the payoff was involuntary. The applicant will need to provide a letter from the lender on company letterhead stating that the mortgage payment was force paid or involuntarily paid directly from the insurance company to the lender.

2. SBA

On June 14, 2019, HUD issued updated guidance regarding Small Business Administration (SBA) loans as a duplication of benefits. SBA duplication of benefits is defined below according to FR-6169-N-01. If you are interested in viewing the original definition of SBA duplication of benefits, please see previous versions of published RLHP guidelines.

Definition: Federal law require that SBA loans for repair of the damaged dwelling to be counted as a duplication of benefits only in limited circumstances. The SBA-approved loan for repair of the damaged dwelling will be counted as a duplication of benefits, except in the following circumstances:

- **Declined SBA Loans.** Declined loan amounts are loan amounts that were approved or offered by a lender in response to a loan application, but were turned down by the applicant, meaning the applicant never signed loan documents to receive the loan proceeds. If an applicant was approved for a loan but did not execute a loan agreement, the offered loan amount will not be considered a duplication of benefits.
- **Cancelled SBA Loans.** Cancelled loans are loans (or portions of loans) that were initially accepted, but for a variety of reasons, all or a portion of the loan amount was not disbursed and is no longer available to the applicant. The cancelled loan amount is the amount that is no longer available. Restore has a regular reporting process with SBA providing information on the recalculation of SBA DOB to insure that both agencies have up to date information on which loans are considered cancelled. Updated data feeds from SBA are also obtained and reviewed by Restore to insure that no new loan funds are drawn without the program's awareness. If loan amounts are drawn by an applicant who has had a cancelled amount removed from their DOB calculation, the program's subrogation policy will then be implemented.

If an applicant cancels all or a portion of an SBA loan related to the repair of the dwelling, only the accepted loan amount will be considered a duplication of benefits. The undisbursed loan amount will not be considered a DOB. Applicants may not request subsequent draws from the undisbursed portion of the loan. The RLHP will recalculate awards for all pre-closing applicants that declined the loan or cancelled all or a portion of the loan. Post-Closing applicants that declined the loan or cancelled all or a portion of the loan will be credited in the amount of the undisbursed portion of the SBA loan that was calculated in the grant award as a DOB.

All RLHP terms and conditions must be met prior to issuance of a reimbursement for the undisbursed portion of the loan. For instance, Solution 2 applicants must demonstrate that they have met their homeowner's responsibility in full prior to receiving reimbursement funds for SBA DOB. Additionally, evidence of sufficient flood insurance must be provided to the Program per RLHP guidelines.

HUD guidelines require an Action Plan Amendment (APA) to address reimbursement of any disbursed SBA amounts and to also allow for a hardship procedure for anyone over 120% AMI. The state submitted its proposed hardship criteria to establish financial necessity and has received approval of two criteria (see below).

Verification: RLHP will collect SBA information provided by the applicant through the application process. In addition, the RLHP will obtain a data feed provided by SBA to verify all approved amounts for SBA loans. The Program will collect specific information from SBA that breaks out the approved SBA loan amounts into the different categories of assistance (e.g. real property, personal property, vehicles, etc.). Any disbursed amount for real estate repair from SBA is considered a duplication of benefits and factored into the award calculation.

Disbursed SBA Loan Adjustments

Subsequent award adjustments will be made for homeowners who received funds from SBA (disbursed) which are currently recorded within Restore's grant management system as a DOB. DRRA guidance allows the Program to remove as DOB funds disbursed through SBA Disaster Loans for all homeowner populations with incomes less than or equal to 120% AMI. The Program will prioritize LMI homeowner populations for award adjustments. In cases where inspections have been completed through the Restore program confirming work completed and attributable to SBA disbursements, two-party checks will be issued and payable to both the homeowner and SBA. No disbursements will be made until inspections verifying the work completed and attributable to SBA funds have been completed.

Following adjustments to LMI populations, the Program will begin recalculation and award adjustments for homeowner populations with incomes between 80% and 120% AMI. Akin to the methodology described above and applicable to LMI populations, in cases where inspections have been performed through the Restore program confirming work completed and attributable to SBA disbursements, two-party checks will be issued and payable to both the homeowner and SBA.

Finally, after award adjustments have been calculated and funds have been disbursed to eligible Restore program participants within LMI and 80%-120% AMI population groupings, the Program will follow the same steps outlined above for populations with household incomes in excess of 120% AMI. Additionally, per DRRA guidance, these populations will be subject to proposed hardship criteria, as outlined below.

All RLHP terms and conditions must be met prior to issuance of a reimbursement for the undisbursed portion of the loan. For instance, Solution 2 applicants must demonstrate that they have met their homeowner's responsibility in full prior to receiving reimbursement funds for SBA DOB. Additionally, evidence of sufficient flood insurance must be provided to the Program per RLHP guidelines.

Verification: RLHP will collect SBA information provided by the applicant through the hardship application process. In addition, the RLHP will obtain a data feed provided by SBA to verify all approved amounts for SBA loans. The Program will collect specific information from SBA that breaks out the approved SBA loan amounts into the different categories of assistance (e.g. real property, personal property, vehicles, etc.). Any disbursed amount for real estate repair from SBA is considered a duplication of benefits and factored into the award calculation.

Hardship Criteria for Homeowner Populations with Incomes Exceeding 120% AMI

The below hardship criteria represents situations in which it may be both necessary and reasonable to provide CDBG-DR assistance to households with incomes exceeding 120% AMI who drew SBA funds:

Approved Hardship Criteria (approved May 4, 2020) -

- **Hardship due to housing cost burden.** Individuals who spend more than 30% of their monthly gross income on housing costs are expected to experience hardship in recovery due to having limited financial resources;
- **Hardship due to SBA loan repayment.** Individuals who spend more than 15% of their monthly discretionary income on SBA loan repayment are expected to experience hardship in recovery due to having limited financial resources.

Proposed Additional Hardship Criteria (not HUD approved) -

- **Hardship due to advanced age.** Individuals who are of an advanced age and are retired or for whom retirement is expected during the repayment period of the SBA loan. The reduced income or anticipated reduction of income that comes with retirement is likely to cause a hardship during the loan repayment period;
- **Hardship due to cost of caring for dependents.** Homeowners responsible for providing care to parents, children, grandchildren, and other dependents have long-term financial commitments to consider when contemplating incurring additional debt. Additional debt would be a burden and limit available resources needed to provide for dependents;
- **Hardship due to major illness and/or death of wage earner.** Households that have experienced a major illness or death of a household wage earner are anticipated to experience hardship in repaying SBA loans and completing recovery;
- **Hardship due to costs associated with higher education for self or dependents.** Tuition and living expenses for dependents in higher education present significant financial needs to homeowners. Household resources are strained to accommodate education-related expenses and homeowners may not have adequate monthly cash flow to support

an additional note;

- **Hardship due to loss of employment or reduction in income.** A loss of income or job following the qualifying disaster event can impact the ability to repay a loan;
- **Hardship due to costs associated with disability and/or special needs.** Additional costs related to evacuation, relocation, and rebuilding for a disabled/special needs household puts an increased burden on financial resources that might otherwise be contributed to recovery;
- **Hardship due to depletion of retirement account.** Households who withdraw funds from their retirement account(s) after the qualifying disaster are anticipated to experience hardship during the repayment period of their SBA loan due to the loss of future retirement income.

Thresholds for Qualification

If a homeowner indicates they fall into one or more of the approved hardship categories listed above, the Program will analyze documentation provided by the applicant to ensure additional disbursements are both necessary and reasonable. The Program will utilize the following thresholds for each qualifier:

Qualifier	Threshold and Method of Determination for Approved Hardship Criteria
Qualifier 1: Housing Cost Burdened	<p><u>Threshold:</u></p> <p>Applicants or co-applicants spend more than 30% of gross household income on housing expenses.</p> <p><u>Method of Determination:</u></p> <p>Completion of household budget worksheet detailing housing expenses. Housing expenses to include mortgage, taxes, insurance, utilities and SBA repayment amount. Documentation of housing expenses (mortgage, insurance, property taxes) to be provided. SBA repayment amount to be determined from SBA data feed. Other housing expenses provided to be evaluated for reasonableness with program data. Documentation will be requested as determined by program.</p>
Qualifier #2 SBA Loan Repayment Burden	<p><u>Threshold:</u></p> <p>Applicants or co-applicants spend more than 15% of discretionary income on SBA loan repayment. Discretionary income is the money left over from post-tax income after paying for necessary expenses like rent, utilities and food. It's what is used to buy non-essentials (or discretionary expenses) throughout the month.</p> <p><u>Method of Determination:</u></p> <p>Completion of household budget worksheet detailing housing expenses, utilities and necessary expenses. Housing expenses to include mortgage, taxes, insurance, utilities and SBA repayment amount. Necessary expenses to be provided on worksheet include, but are not limited to: clothing, food,</p>

	education, transportation, federal and state taxes. Documentation of housing expenses (mortgage, insurance, property taxes) to be provided. SBA repayment amount to be determined from SBA data feed. Other housing expenses (utilities) and necessary expenses provided on worksheet will be evaluated for reasonableness by comparison with program data. Supporting documentation will be requested as required by the program. All supported expenses will be subtracted from gross income to determine available discretionary income.
<i>Additional Proposed Qualifiers</i>	<i>Proposed Threshold and Method of Determination--- Not Approved</i>
<i>Age of applicant or co-applicant</i>	<u>Threshold:</u> <i>Applicants or co-applicants were 50 years or older at the time of the flood.</i> <u>Method of Determination:</u> <i>Government ID of the applicant and/or co-applicant as collected during application.</i>
<i>Dependents in the home</i>	<u>Threshold:</u> <i>Applicants or co-applicants must have dependents (minors or adults) in their household.</i> <u>Method of Determination:</u> <i>Review of dependents listed on applicant/co-applicant tax returns.</i>
<i>Major Illness and/or Death of Wage Earner</i>	<u>Threshold:</u> <i>Wage-earner in applicant household suffered from a serious illness or died following the flood event.</i> <u>Method of Determination:</u> <i>Medical records and/or death certificate.</i>
<i>Dependents in higher education</i>	<u>Threshold:</u> <i>Applicants or co-applicants must have dependents (minors or adults) in their household who are pursuing higher education.</i> <u>Method of Determination:</u> <i>Tuition record and tax returns reflecting dependents.</i>
<i>Loss of job or reduction of income following the flood event</i>	<u>Threshold:</u> <i>Applicants or co-applicants must have lost their job or experienced a reduction in wages following the flood.</i> <u>Method of Determination:</u> <i>Notice of termination, separation, pay stubs or job history.</i>

Disabled/special needs household member	<p><u>Threshold:</u> Applicants or co-applicants must have a household member who has a disability.</p> <p><u>Method of Determination:</u> Verification of disabled household member will be conducted as part of the eligibility screening for the program.</p>
Depletion of Retirement Savings	<p><u>Threshold:</u> Applicants or co-applicants must have withdrawn funds as an early distribution from a retirement account (IRA, 401k, 403b, etc.) following the applicable flood event.</p> <p><u>Method of Determination:</u> Statements from retirement account showing early distribution of funds.</p>

Per 84 FR 28836, the State is required to meet their overall grant benefit projections to ensure at least 55% of CDBG resources will benefit LMI populations accounting for adjusted DOB calculations allowed by the DRRRA. To remain compliant with this requirement, the State of Louisiana will disburse funds to populations with incomes in excess of 120% AMI using a multiplier of 0.50.

Verification: RLHP will collect hardship justification for review. Upon determination by the program that the applicable hardship threshold has been met, the program will forward the approved hardship request to HUD for its confirmation. No reimbursements will be processed by the Program until such time as approval for each request has been received from HUD.

3. Private insurance

Definition: All property or casualty insurance, including flood, settlement amounts for loss to dwellings are deducted from the applicant's funding assistance award. Private insurance payments for contents or other expenses are not deducted from the applicant's funding assistance award.

Verification: Insurance proceeds are initially determined by RLHP through applicant provided information. Program applicants will authorize the Program to contact third-party private insurance providers to verify information provided by the applicants within their applications. Third party re-verification will only occur if the applicant self-attests a claim has been filed and the applicant is unable to provide a claim summary.

Exception: Insurance proceeds taken by a mortgage company as a forced mortgage payoff will not be counted as a duplication of benefits as long as the applicant provides adequate documentation. The applicant will need to provide supporting documentation demonstrating the mortgage payment was involuntary and the RLHP will attempt to verify this information with

the applicant's mortgage company. Voluntary mortgage payoff using insurance proceeds is a duplication of benefits that will be counted in an applicant's award calculation.

4. Other Funding

Funding received for the same purpose of a RLHP grant such as funding provided by a non-profit entity to assist applicants with rebuilding their home must be reported by applicants through the application process and must be accounted for and verified by the Program. In addition, the support documentation related to other duplicative funding sources will be provided by the applicant and verified and applied as a duplication of benefits by the Program.

5. Award Calculation

Applicants Impacted by One Flood Event (Either March 2016 or August 2016). The formula below is how the Program will calculate an applicant's award if the applicant was affected by either the March or August 2016 flooding events.

- 1) Identify Eligible Scope of Completed Construction Work
- 2) Identify all Potentially Duplicative Assistance to be Deducted out of Completed Work
- 3) Deduct Assistance Determined to be Duplicative
- 4) Determine Maximum Allowable Reimbursement CDBG-DR Award
- 5) Identify Eligible Repair Costs/Need for Prospective Work
- 6) Identify all Potentially Duplicative Assistance remaining
- 7) Deduct Assistance Determined to be Duplicative
- 8) Determine Maximum Allowable CDBG-DR Award

Eligible Repair Costs/Need:

The Program will determine an eligible repair estimate using information from the inspection. The repair estimate will be valued based on economy/standard grade materials and industry-standard labor costs. If the homebuilding contract between the applicant and homebuilding contractor is based on higher standards than those assessed by the state, the state will use the value of the Program's assessment as the basis for the eligible repair estimate.

Calculating Potential Duplication of Benefits:

If an applicant is requesting reimbursement from the Program, all duplication of benefits expended prior to reimbursement will be calculated and deducted from the reimbursement award.

If an applicant is requesting reimbursement and rehabilitation, all duplication of benefits expended will be deducted from the reimbursement award. If duplication of benefits expended is greater than the reimbursement award, then the remainder of the duplication of benefits will be deducted from the rehabilitation award.

If an applicant is only applying for rehabilitation award, then the full duplication of benefits will be accounted for at the time of the rehabilitation award calculation. The duplication of benefits check will be completed prior to the execution of the grant agreement and again prior to the processing of the final draw of funds.

All duplication of benefits funding must be accounted for prior to the applicant receiving an RLHP award. Applicants participating in Solution 1, must place all duplication of benefits funding in the Program’s escrow account. Further guidance on escrow accounts will be provided by the Program.

Repair	
Example: Repair	
Cost estimate for repair work	\$ 80,000
Duplication of benefits	

FEMA assistance for structural repairs		\$ 10,000
SBA loan for structural repairs		\$ 10,000
Total duplication of benefits		\$ 20,000
Maximum eligible repair work award		\$ 60,000
Award		
Phase I -V		\$ 60,000
Phase VI		N/A

Reimbursement		
Example: Reimbursement Work Completed		
Program assessed values for completed work		\$ 80,000
Duplication of benefits		
FEMA assistance for structural repairs		\$ 10,000
SBA loan for structural repairs		\$ 10,000
Total duplication of benefits		\$ 20,000
Maximum eligible reimbursement award		\$ 60,000
Reimbursement Award		
Phase I-VI	100%	\$ 60,000

Applicant Completed Partial Repairs Prior to Application		
Example: Reimbursement Work Completed		
Program assessed values for completed work (reimbursement)		\$ 30,000
Duplication of benefits		
FEMA assistance for structural repairs		\$ 15,000
SBA loan for structural repairs		\$ 10,000
Total duplication of benefits		\$ 25,000
Maximum eligible reimbursement award		\$ 5,000
Repair		
Cost Estimate for repair		\$ 25,000
Maximum eligible repair award		\$ 25,000
Total Maximum Award (Reimbursement + Repair)		\$ 30,000
Phase I-VI	100%	\$ 5,000
Phase I-V		\$ 25,000
Phase VI		N/A

Applicant Impacted by Both Flood Events (March 2016 and August 2016). Applicants who were impacted by both the March and August 2016 flood events must make a claim to RLHP for the March flood. Applicants in this situation will have two award calculations in their RLHP file backup documentation, one for the March flood and one for the August flood. However, only one award will be issued based on the total of both storms.

The applicant will need to provide proof of loss related to the March 2016 flood via receipts for building materials or repairs, cancelled checks to contractors, and/or paid invoices to establish the value of the repairs completed that were lost in the second flood in August 2016. RLHP will use FEMA data to verify the damage level. If the flood height from either storm is equal to or greater than 12 inches, *or if the cumulative FEMA verified loss of both storms is equal to or greater than \$8,000.00*, then the damage will be considered major/severe.

Additionally, applicants who received federal assistance from the March 2016 flood and who did not obtain flood insurance prior to the August 2016 flood, may be deemed NFIP non-compliant by FEMA. NFIP non-compliance means that an applicant is ineligible to receive any future federal disaster relief funding. Recognizing the unique situation posed by two flood events occurring within a few months of each other, RLHP believes that some applicants in the NFIP non-compliance status would not have had an opportunity to fully restore their damaged homes and obtain insurance within this timeframe. Applicants who had not completed construction and could not obtain flood insurance due to the disrepair of their home, at the time of the August flood event must provide proof that the damaged home was uninsurable as of the date of the August flooding event.

6. Repayment of Duplicative Assistance (Subrogation)

All duplicative funding received must be remitted to or accounted for, regardless of when it is received by the applicant. If applicants receive additional funding for the same purpose as the RLHP award (permanent repair to storm damaged home) even after and RLHP award is executed, the applicant is required to report the additional funding to the Program. By accepting the award, applicants agree that they will report any duplicative funds to the Program whenever received. Upon receipt of a report that benefits have been received that were not reported in the grant calculation, the Program will recalculate the applicant's award and provide instructions as to whether such funds must be used in construction prior to additional funding by the Program (Solutions 1 and 2), whether the applicant's award will be reduced by such amount (Solution 3), or whether the applicant must remit such amounts to the Program. A copy of the Program's subrogation agreement can be found in **Appendix C**.

k. Environmental Review

Every project, including all reimbursement, rehabilitation, reconstruction, and acquisition projects under RLHP, undertaken with CDBG-DR funds and all activities related to that project is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 CFR Part 58. The HUD environmental review process must be completed before any funds are committed through a grant agreement and disbursed for Program-eligible activities. No work may start on a proposed project before the environmental review process is completed, even if that work is being done using non-HUD funds. In other words, environmental review must be concluded for each project prior to the firm commitment of federal or non-federal funds to any expenses or contracts related to a project. A violation of this requirement may jeopardize federal funding to this project and disallow all costs that were incurred before the completion of the Environmental Review.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites and to develop procedures to ensure

compliance with regulations pertaining to these factors. All Disaster Recovery CDBG-funded projects and activities must have documentation that they follow NEPA and all other environmental requirements.

Laws and regulations which contain environmental provisions that must be complied with include:

- Noise
- Historic Properties
- Coastal Zones
- Environmental Justice
- Floodplains
- Wetlands
- Manmade Hazards
- Water Quality
- Air Quality
- Endangered Species
- Farmland Protection

The Program will attempt to conduct federally required environmental reviews based on the survey data and prior to a homeowner's formal application to the Program. Once a homeowner has completed a survey and their environmental review is completed by the Program, the homeowner will be notified that they are able to apply for the Program. Sequencing the survey, environmental review and application in this manner significantly reduces the burden on applicants who would otherwise be required to stop work on their damaged homes, upon application to the Program. However, in a limited number of circumstances, this may not be possible and an environmental stop-work order shall be issued.

Federal funds may not be used to improve, repair, or replace housing structures located within a floodway. This means that any home that was located within a floodway and was damaged during the 2016 flooding events may not be reimbursed, repaired, or reconstructed using RLHP grant dollars. Owners of damaged MHUs may still be eligible for the Program, but the new replacement housing unit must be located outside of both the floodway and the floodplain. Owners of flood damaged stick-built construction located within a floodway will not be eligible for reimbursement, repair, or reconstruction awards under RLHP. However, RLHP offers a buyout option (Solution 4, see **Appendix I**) for homeowners with damaged properties inside floodways.

12. Elevation Requirements

Elevation for eligible projects will be funded at 100% of Program approved cost (or the contract price, whichever is less), when elevation is required per Program elevation requirements or by the local jurisdiction. Please reference the Program's Elevation Allowance Table for RLHP Repair/Reconstruction Prices below. For all solutions, the Program elevation requirements are based on the latest available FEMA data. When FEMA provides interim flood hazard data, such as Advisory Base Flood Elevations (ABFE) or preliminary maps and studies, the Program shall use the latest of these sources plus two (2) feet by the Program. The Program requires that the property must be elevated to the BFE plus two (2) feet, ABFE plus two (2) feet, or the local jurisdiction, whichever is greater, if the dwelling is located in a Special Flood Hazard Area (SFHA). Elevation costs in a SFHA are restricted to physical structure elevation on pilings, CMU blocks, pier and beam, or other structurally appropriate methodology. RLHP will not

elevate slab-on-grade structures under Solution 1. However, if Solution 2 is chosen, a slab-on-grade elevation will be permitted. Elevation for eligible projects will be funded at 100% of Program approved cost (or the contract price, whichever is less) when elevation is required. Deed restricted properties will be reviewed on a case-by-case basis.

Elevation Allowance Table for RLHP Stick-Built Repair/Reconstruction Projects						
Elevation	850 ft ²	1100 ft ²	1300 ft ²	1400 ft ²	1700 ft ²	2100+ ft ²
6ft	\$36.63	\$33.90	\$32.81	\$33.27	\$30.87	\$28.35
9ft	\$40.73	\$37.62	\$36.42	\$36.95	\$34.28	\$31.47

**Please see pages 36 and 39 for a copy of the RLHP Manufactured Housing Unit Elevation Allowance Table.*

**1' – 3' of elevation: included in the applicable square foot cost factor.*

>3' and ≤6': use the Elevation Allowance Table's 6' row with the allowable square footage.

>6' and ≤9': use the Elevation Allowance Table's 9' row with the allowable square footage.

≥9' requires OCD review and approval.

a. Solution 1: Program-Managed Construction

If a local jurisdiction is going to require the applicant to elevate their home, the RLHP will be notified of the requirement when a Program-Managed Contractor obtains all necessary permits. A separate cost of elevation, when applicable, maybe added to the Estimated Cost of Repairs (ECR) as a change order. The RLHP will adhere to the following guidelines:

1. If elevation is required and the home is slab-on-grade, the home will become a reconstruction project under Program Solution 1. Reconstruction plans will be evaluated to verify design for two (2) feet above the BFE requirement. An Elevation Certificate will be obtained to confirm proper elevation height prior to final payment.
2. If elevation is required and the home is pier and beam, elevation costs are eligible. The RLHP may then add elevation costs as a change order, based on the local jurisdiction requirement to elevate. The RLHP would provide cost to elevate the structure to two (2) feet above the BFE and notify the applicant of the two (2) feet above the BFE requirement. The RLHP would obtain an elevation certificate prior to final payment.
3. Solution 1 reconstruction plans include the cost necessary to elevate up to three (3) feet with a minimum elevation height of two (2) feet above ground level. The Program will pay for any additional costs to elevate to a height greater than three (3) feet, as a change order. Final height will be verified by an elevation certificate. Elevation must meet the two (2) feet above the Base Flood Elevation (BFE), two (2) feet above the Advisory Base Flood Elevation (ABFE), or local jurisdiction height, whichever is greater. Final payment will not be issued unless the final required height is attained.

Note: Effective 1/30/2020, all Solution 1 Reconstruction projects outside of an SFHA will be elevated to a minimum of 3' unless required by the jurisdiction to build higher. See Appendix L.

b. Solution 2: Homeowner-Managed Construction

If a local jurisdiction is going to require the applicant to elevate, the applicant will need to notify the RLHP of the requirement when they or their homebuilding/home improvement contractor obtains all necessary permits. The RLHP will adhere to the following guidelines:

1. If elevation is required and the home is slab-on-grade, the home may become a reconstruction project if elected by the applicant. The elevation cost for a Solution 2 slab-on-grade project is subject to the Program's elevation funding caps. The applicant must submit their reconstruction design plans to the RLHP. The Program will evaluate the reconstruction plans to verify design for two (2) feet above the BFE requirement, two (2) feet above the ABFE requirement, or as required from the local jurisdiction, whichever is greater. The applicant is required to submit the final elevation certificate demonstrating compliance with Program requirement. The Elevation Certificate **must** be submitted to RLHP to confirm proper elevation height has been completed prior to final payment.
2. If elevation is required and the home is pier and beam, elevation costs are subject to the Program elevation funding caps. The applicant will need to provide their elevation plans and contract to the RLHP. The Program will evaluate the plans to verify elevation design for two (2) feet above the BFE, two (2) feet above the ABFE, or as required from the local jurisdiction, whichever is greater. The applicant is required to submit the final elevation certificate demonstrating compliance with Program requirement. The elevation certificate **must** be submitted to RLHP to confirm proper elevation height has been completed prior to final payment.

b. Solution 3: Reimbursement

Applicants must submit a final elevation certificate so that the Program can verify compliance with the two (2) feet above the BFE requirement, two (2) feet above the ABFE requirement, or as required by the local jurisdiction, whichever is greater, for applicants who:

- a) reconstructed a home located within the SFHA,
- b) received a Substantial Damage Letter,
- c) received a Substantial Improvement determination from the local floodplain administrator, or
- d) if the local jurisdiction otherwise required elevation.

NOTE: APPLICANTS IN THE SFHA WHO WERE REQUIRED TO ELEVATE THEIR PROPERTY ARE NOT ELIGIBLE FOR REIMBURSEMENT FUNDING UNDER CURRENT POLICY IF THEY HAVE NOT ELEVATED TO TWO (2) FEET ABOVE THE BFE, TWO (2) FEET ABOVE THE ABFE, OR AS REQUIRED BY THE LOCAL JURISDICTION, WHICHEVER IS GREATER. HOWEVER, THEY MAY BE ELIGIBLE FOR PROSPECTIVE WORK AWARDS UNDER SOLUTION 1 OR SOLUTION 2, TO BRING THE HOME INTO COMPLIANCE WITH THE PROGRAM'S ELEVATION REQUIREMENT. CONSIDERATION FOR A SOLUTION 1 OR 2 PROSPECTIVE AWARD TO BRING A HOME INTO COMPLIANCE WITH ELEVATION REQUIREMENTS, WILL BE MADE ON A CASE BY CASE BASIS.

13. Repair and Reconstruction Estimates

a. Introduction

Assistance is provided to applicants based on the Program's estimate of the cost to repair or reconstruct the flood damaged home. The Program's inspectors will conduct Damage Assessments to provide the scope of work (SOW) of the cost to repair or to reconstruct an impacted home. Due to a limitation of funding available to the state for the recovery from the impacts of the Great Floods of 2016, the Program will assess applicants' costs of repairs or reconstruction at an economy-grade standard of materials, noted as "Standard Grade" within the cost estimates. Therefore, it is likely that the Program's assessment of the value of repairs or reconstruction will be lower than other assessments that an applicant may have, whether from SBA, NFIP, a private homebuilding contractor or another third-party entity. The Program will rely solely on its assessment of the cost of repairs or reconstruction. The Program's pricelist for eligible expenses is included in **Appendix E**.

RLHP provides grant assistance for flood damages from the 2016 floods. RLHP does not provide assistance for deferred maintenance other than that required to ensure a habitable home and/or to protect the investments being made through the Program, or for damages that may have occurred during the construction process or subsequent to the 2016 Floods. Further, certain items are not covered. See attached pricelist for details.

Housing rehabilitation experts and consultants in consultation with the State of Louisiana's Office of Community Development considered a wide range of typical repair and replacement items associated with flood damage. This section provides the protocols and general framework for estimating the cost of repairs or reconstruction and a list of items approved by the Program to be included in the estimated cost of repairs.

1. Sources of Cost Estimating Data

Prices for construction material and labor vary, often significantly, among suppliers and homebuilding contractors, and both regionally and within the same city. To ensure consistency and fairness throughout the affected parishes, RLHP has selected Xactware's Pricing Data Service and Xactimate Cost Estimating Software. Xactware's Pricing Data Service reports and validates cost information based on actual prices and transactions (e.g., completed bids) that have occurred recently in an impacted area. Xactware pricing data reflects insurance industry standards; prices are comprehensive and have been independently researched. Xactimate provides pricing data for different regions within Louisiana (Alexandria, Baton Rouge, Houma, Lafayette, Lake Charles, Mandeville, Monroe, New Orleans, Shreveport). To estimate the cost of repairs, the Program will use Xactimate pricing data as of May 2017 for all grants executed before October 5, 2020, and pricing data as of September 2020 for all grants executed on or after October 5, 2020. Regional pricing will be applied, and local sales tax will be included based on local jurisdictional tax rates. A sample guide list is provided in **Appendix E** and applicants are encouraged to review this prior to grant closing.

2. Repair/Replacement Quality Standards

RLHP is designed to provide assistance to as many applicants as possible in order to ensure a habitable living environment for applicants who participate in the Program. However, the

approach outlined in this section also ensures the most serious and significant issues standing in the way of home occupancy can be addressed. In most cases, RLHP assistance may not restore affected Louisiana homes to pre-flood conditions and the Program is not intended to replace damaged materials with the same quality or grade of material previously present in the home. The Program will provide assistance for the basic repair of damages but may not address damages or replace items that are not necessary to make the home livable. This approach also reflects the limited funding available to RLHP.

In some instances, applicants may feel that their repairs are complete, and a Program inspector may identify minor, non-code and non-fire, life, or safety repairs that may still be eligible for Program funding. In these limited circumstances where minor repairs that are not code or safety related issues are scoped, but an applicant wishes to proceed without completing the minor repairs, the applicant may certify their repairs as complete and waive the entirety of their repairs as observed by the inspector. In doing so, the applicant would be eligible for their reimbursement award only.

3. Obtaining Information about Damages

a. Physical Inspection and Applicant Information

The RLHP damage assessment and cost estimate process relies primarily on physical inspection and, where repair work is underway or completed, information and documentation from the applicant about what was present before the flood, what was damaged during the flood, and what work has been completed. Dated photographs of flood levels and reports from insurance adjusters are helpful supplements to RLHP determinations of damage when damages are in question.

b. Providing Details and Identifying Questionable Information and Potential Fraud

The Damage Assessment process permits Damage Assessors to provide details and to record situations where they believe an applicant is providing information that warrants further review.

- Questionable and/or inconsistent information provided to the Program will be noted in Xactimate software to determine further review quality control staff or construction specialist. Potentially fraudulent information such as undamaged items being reported by the applicant as damaged is recorded and referred to a Fraud Review team to determine whether there is reason to believe the applicant intended to deceive the damage assessor. If the review confirms potential fraud the case is referred to The RLHP's Anti-Fraud, Waste, and Abuse (AFWA) Group.
- Observations that require policy interpretation, for example, damage caused by a fire that took place at the time of the flood, are recorded and reviewed by the Program for eligibility.

b. Damage Assessors and Their Roles

Damage Assessors are experienced construction professionals who include, but are not limited to, insurance adjusters, home inspectors and builders. Many have performed property inspections after

major natural disasters. Damage Assessors receive training on how to perform Damage Assessments consistent with RLHP protocols, policies and procedures. The training includes sessions on eligible housing components, how to determine and measure the physical compensable area, and how to use the Xactimate tools and software to assess home damage and repair cost estimates. Estimators also receive training on ethics and fraud prevention.

The role of the Damage Assessor is to collect sufficient data from a damaged property to estimate the damage and/or cost to repair the eligible flood damages. The repair estimate is one of several factors used by the RLHP to calculate benefit awards. The Damage Assessor does not make grant decisions and does not communicate information about the status of applications to the applicant.

A step-by-step description of the Damage Assessment process is beyond the scope of this document. A summary of the Damage Assessment process is provided below.

1. Damage Assessor receives work order to conduct an evaluation.
2. Damage Assessor (or call center case manager) makes an appointment with applicant.
3. Damage Assessor arrives at the home with appropriate tools to conduct evaluation, including forms, measuring tapes, flashlights and cameras.
4. Damage Assessor explains to applicant that he/she is a representative of RLHP and provides the applicant with evidence of same. The Damage Assessor will also communicate that he/she is there to interview the applicant and collect information about the damaged property.
5. Damage Assessor interviews the applicant to collect information about the applicant's damage.
6. Damage Assessor assesses the overall condition of the structure, conducts a room-by-room inspection of the storm-damaged areas, and takes measurements and photographs to document the extent of the damage. The Assessor inspects, measures, sketches and photographs the entire home.
7. Damage Assessor completes damage assessment and submits final report to Program.
8. Damage assessment reports are subject to QA/QC by Program's independent third-party QA/QC contractor.
9. Damage Assessors are trained to report any suspected fraudulent activities with their supervisors who will in turn report this to the RLHP.

c. Damage Assessments v. Insurance Inspections

RLHP Damage Assessments differ from an insurance inspection in several important ways:

First, insurance adjusters typically perform an independent assessment of damages that does not consider applicant input. Because in many cases the applicants have either completed repairs or

have started the repairs when the RLHP Damage Assessor visits the property, applicants may provide information to the Damage Assessor.

Second, an insurance company typically replaces damaged items with like items. RLHP provides cost for repairing or replacing housing components that were damaged as a result of the 2016 Louisiana Floods and that are necessary to bring the home into a reasonably habitable condition, using only the most cost-effective approaches and materials, where possible. These costs are based on items likely to be in a modest house with modest amenities. For example:

- An insurance company would typically replace custom windows with custom windows, while RLHP provides a standard allowance for an economy/standard grade window for every applicant regardless of the quality or cost of the damaged element.
- Certain housing components may be limited to one per residential unit. For example, each home can receive assistance for only one kitchen regardless of how many kitchens the home may have had prior to the flood event(s).
- RLHP does not provide assistance to applicants for detached structures including garages, carports, mother-in-law quarters, sheds, fences, swimming pools, landscaping, etc. or decks larger than necessary for ingress and egress to the home even though these items are typically covered by insurance claims.

d. Types of Damage Assessments

Damage Assessors conduct up to three types of inspections: Repair, Reconstruction, and/or Reimbursement.

1. Repair Estimates

Repair estimates are component-by-component assessments of damages to the home using Xactimate assessment tools and software. Damages are assessed in only those areas that are in the common area under roof—no detached structures or structures attached by lean-to or breezeway are eligible for assessment. The Program performs repair estimates on structures that are safe to enter and not demolished or partially demolished. Estimates are generated by Xactimate software based on the information collected by the Damage Assessor.

If no work has been completed prior to application to the Program, then only a Repair Estimate is required. If an applicant has completed repairs on their home prior to application to the Program, then only a Reimbursement Estimate is required. If an applicant is partially complete with repairs at the time of application to the Program, then the applicant will require both a Repair and a Reimbursement Estimate.

Estimates are reviewed for correctness and completeness, prior to being used to calculate RLHP benefits.

- The “correctness” review ensures that the applicant information (name, address, RLHP Identification Number, etc.), structure type, eligible rooms, and damages are listed.

- The “completeness” review includes checks to ensure that all field data is included in the applicant’s damage assessment file, including the reimbursement estimate (if applicable), repair estimate, photographs, GPS coordinates and site sketches.

2. Reconstruction Estimates

Reconstruction estimates are based on the total area of the eligible rooms of the home, excluding carports, garages, and porches. The total area value is obtained from the repair estimate and is a number that is derived from the Xactimate repair estimate. It is created by sketching the rooms of the structure that are eligible for repair. The repair estimate process does not sketch porches. They are, therefore, automatically excluded, as well as carports, unattached structures, or structures attached by a breezeway. However, the repair estimate process does include attached garages as an eligible room. Therefore, the reconstruction estimate will be based on the total area (as defined above) minus any attached garage square footage. This calculation will result in the eligible reconstruction square footage. Solution 2 and Solution 3 projects where total allowable (as defined above) square footage reconstructed is less than the allowable square footage of the original structure, the award will be based on the applicable square foot price per allowed square foot of the reconstructed structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution, minus any duplication of benefits - whichever is less. If the reconstructed total allowable (as defined above) square footage is greater than the allowable square footage of the original structure, the award will be based on the applicable square foot price per allowed square foot of the original structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution, minus any duplication of benefits - whichever is less). For all grants executed on or after October 5, 2020, the reconstruction per square foot cost factor changed from \$108.00 to \$116.00. This change is applicable to those applicants who executed their grant agreement on or after October 5, 2020. For Solution 2 reconstruction files that closed after October 5, 2020, if their construction agreement is less than \$116.00 per square foot, the applicant will be funded at the contract price as per policy above. All applicants that closed prior to October 5, 2020 are subject to the May 2017 published program price list, unless the project was a completed reconstruction file that remained at the \$78.00 square foot cost factor prior to the 2017 price list update.

The eligible reconstruction square footage is multiplied by the applicable square foot cost factor - plus 20% overhead, minus any duplication of benefits - to establish a replacement allowance for the home, including the cost for elevation up to three (3) feet, if required. For elevations between two given height values: 1'-3' elevation is included in the applicable square foot cost factor; elevations >3' & <6', use the 6' elevation row and applicable allowable square footage; >6' & <9', use 9' elevation row and applicable allowable square footage; >9', requires OCD review and approval. In cases where the project’s allowable square footage is between two given square footage columns on the elevation allowance table, the value of the cost per square foot corresponding to the lower square footage of the two shall be utilized. Please reference the Program’s Elevation Allowance Table for RLHP Repair/Reconstruction Projects below:

Elevation Allowance Table for Stick-Built RLHP Repair/Reconstruction Projects						
Elevation	850 ft ²	1100 ft ²	1300 ft ²	1400 ft ²	1700 ft ²	2100+ ft ²
6ft	\$36.63	\$33.90	\$32.81	\$33.27	\$30.87	\$28.35
9ft	\$40.73	\$37.62	\$36.42	\$36.95	\$34.28	\$31.47

**Please see pages 36 and 39 for a copy of the RLHP Manufactured Housing Unit Elevation Allowance Table.*

**1' – 3' of elevation: included in the applicable square foot cost factor.*

>3' and ≤6': use the Elevation Allowance Table's 6' row with the allowable square footage.

>6' and ≤9': use the Elevation Allowance Table's 9' row with the allowable square footage.

≥9' requires OCD review and approval.

Reconstruction estimates are performed on all homes and are the only type of estimate performed when a home is unsafe to enter or has been demolished or partially demolished.

- **Unsafe Conditions** – Unsafe conditions include but are not limited to: structures whose load bearing walls, columns, or other support components have been compromised; structures that have strong industrial or chemical odors or vapors emanating from the home; or structures that have been marked by the local parish or fire authority as being unsafe to enter. If any of these conditions or similar conditions exist, the assessor can, upon consultation with a supervisor and documentation in photos and a written description, limit the Assessment to a reconstruction estimate. The files are required to be verified by OCD-DRU QA/QC contractor before moving forward in grant calculation.
- **Demolished structures** – If a structure has been demolished or partially demolished, the Assessor can conduct a reconstruction estimate only. The Assessor takes photos to document the condition and measures the footprint and area eligible for reconstruction.

If the area eligible for reconstruction cannot be established by the Damage Assessor (for example a 100% destroyed home with a cleared foundation), the RLHP will work with the applicant to obtain the missing information from:

- Pre-flood appraisal or real estate sales documents;
- Parish tax assessor information;
- Insurance estimates;
- Photographs; and/or
- Aerial photographs.

The Program may use other approved methods to establish eligible reconstruction area and the reconstruction estimate when documentation from onsite inspection is unavailable.

Information collected to verify square footage of homes from sources other than the home estimate must be provided to the Program. Collection of the documentation is primarily the applicant's responsibility.

The Program makes the final decision on the eligibility of an applicant and, if eligible, the structure type and square footage used for grant calculation.

3. Deciding Which Estimate to Use (Repair vs. Reconstruction)

For applicants who receive both a reconstruction and a repair estimate, RLHP determines which cost estimate to use in the award calculation by determining the relative percentage of the cost of repairing the home to the cost of reconstructing the home. The relative percentage is determined as follows:

- $(\text{Repair Estimate} / \text{Reconstruction Estimate}) \times 100 = \text{relative percentage of cost of repair to cost of reconstruction}$
 - If the relative percentage of RLHP damage is less than 80% of the reconstruction amount, the repair estimate is used for calculating the cost of rehabilitation of the damaged structure. If an applicant's project is calculated as less than the 80% threshold for reconstruction and the applicant has executed his/her grant agreement, the project will proceed as a rehabilitation project.
 - There are occasional exceptions that may convert a rehabilitation project to a reconstruction project. For instance, any unforeseen structural conditions identified and confirmed by the Program's structural engineer after execution of the grant agreement may result in a project cost increasing to or above the 80% threshold. Additionally, structures that have been determined to be substantially damaged or condemned by a governing municipality, or structures that are determined to be unsafe to enter by RLHP staff, may be converted to a reconstruction project. Files that meet any of the aforementioned criteria will be reviewed on a case-by-case basis.
 - If the relative percentage of RLHP damage is equal to or greater than 80% of the reconstruction amount, the reconstruction estimate is used to calculate the cost of reconstruction of the damaged structure.
 - Elevation costs for a rehabilitation project are not included in the 80% threshold calculation.

4. Reimbursement Estimates

Reimbursement estimates, similar to Repair Estimates, are component-by-component assessments. However, unlike a Repair Estimate, a Reimbursement Estimate is an assessment of the value of completed repairs rather than an assessment of damages remaining. Both are produced through the use of Xactimate assessment tools and software. Potential eligible reimbursement costs are assessed in only those areas that are in the common area under roof—

no detached structures or structures attached by lean-to or breezeway are eligible for assessment. The Program performs reimbursement estimates on homes where either partially completed repairs or fully completed repairs are present. Estimates are generated by Xactimate software based on the information collected by the Damage Assessor.

Estimates are reviewed for correctness and completeness prior to being used to calculate RLHP benefits.

- The “correctness” review ensures that the applicant information (name, address, RLHP Identification Number, etc.), structure type, total living area, and repairs are listed.
- The “completeness” review includes checks to ensure that all field data is included in the applicant’s file, including the Reimbursement Estimate (if applicable), Repair Estimate, photographs, GPS coordinates and site sketches.

14. Construction

The Program’s construction activities will comply with Green Building Standards as described in Federal Register (FR) 5989-N-01. The State of Louisiana has adopted the ENERGY STAR Certified Home standard for projects that were substantially damaged or where reconstruction is required. Homes that were non-substantially damaged must apply the HUD CPD Green Building Retrofit checklist to all work undertaken as a part of the Program. For construction projects completed, under construction, or under contract prior to the date that assistance is approved for the project, adherence to the applicable standards to the extent feasible is encouraged, but not required. RLHP will include in its construction estimates the necessary materials, products, and labor needed to meet Program-required Green Building Standards. Adherence to the applicable Green Building Standard will be verified at each construction draw inspection. Should an applicant or an applicant’s contractor fail to comply with the applicable Green Building Standard, the work is not eligible for payment under the Program.

Applicants who have open permits must either close out their existing open permits or execute a scope affidavit that relinquishes liability for items that cannot be inspected by the municipality, prior to execution of the grant agreement. RLHP will not issue any reimbursement payments or any Notice to Proceed for construction activities if the applicant fails to close the permits or execute the affidavit. Failure to perform at least one of these actions will result in the applicant’s file being placed on hold.

a. Reconstruction Allowance

Replacement allowances for reconstruction estimates are based on:

- Up to the applicable square foot price times the square footage of the eligible living area of the original damaged structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of the grant execution minus any duplication of benefits - whichever is less. For Solution 2 and Solution 3 projects where total allowable (as defined in section 13(d)(2)) square footage reconstructed is less than the allowable square footage of the original structure, an award will be based on the applicable square foot price per allowed square foot of the reconstructed structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution minus any duplication of benefits - whichever is less. If the reconstructed total allowable (as defined in

section 13(d)(2)) square footage is greater than the allowable square footage of the original structure, an award will be based on the applicable square foot price per allowed square foot of the original structure, plus 20% overhead, minus any duplication of benefits - or the contract price at the time of grant execution minus any duplication of benefits - whichever is less.

- The applicable square foot price is based on replacing an impacted home with a home of modest, standard condition. It is not intended to compensate an applicant for replacement of a custom or semi-custom home. The unit rate does not include the value of the land and only calculates the cost to rebuild at a modest level.
- The applicable square foot price allowance includes demolition of the previous structure.

The square footage allowance also includes elevation of the home up to three feet when required. Where applicable, the Program will calculate the additional costs necessary for complying with the applicable elevation standards above three feet (3') and up to nine feet (9'). The cost to elevate >3' and up to 9' will be based on the allowable square footage or elevation contract cost, whichever is lower. Elevations greater than 9' must be approved by OCD. This may be priced separately (see below for the Elevation Allowance Table for RLHP Repair/Reconstruction Projects). Note: Effective 1/30/2020, all Solution 1 Reconstruction projects outside of an SFHA will be elevated to a minimum of 3' unless required by the jurisdiction to build higher. See Appendix L.

- Excavation, framing, roofing, MEP, HVAC, utility service, interior finish work, and up to 750 square feet of driveway are included in the applicable square foot price unit rate.
- During construction, a homebuilding contractor may discover unforeseen conditions requiring additional repair or alternative construction practices that were not included in the repair award. If approved, a change order will be added to the scope of work and award. Only unforeseen conditions may result in a change order to the scope of work and award, subject to Program review and approval. These changes may be positive, meaning an increased award, or they may be negative, meaning a decreased award. **Applicants should read their award letter and grant agreement carefully for additional requirements.**

Elevation Allowance Table for RLHP Stick-Built Repair/Reconstruction Projects						
Elevation	850 ft ²	1100 ft ²	1300 ft ²	1400 ft ²	1700 ft ²	2100+ ft ²
6ft	\$36.63	\$33.90	\$32.81	\$33.27	\$30.87	\$28.35
9ft	\$40.73	\$37.62	\$36.42	\$36.95	\$34.28	\$31.47

**Please see pages 36 and 39 for a copy of the RLHP Manufactured Housing Unit Elevation Allowance Table.*

**1' – 3' of elevation: included in the applicable square foot cost factor.*

>3' and ≤6': use the Elevation Allowance Table's 6' row with the allowable square footage.

>6' and ≤9': use the Elevation Allowance Table's 9' row with the allowable square footage.

≥9' requires OCD review and approval.

Under Solution 1 Program-Managed Construction, the Program offers specific new house designs in varying square footage configurations. RLHP has established a minimum and a maximum square footage and will not provide customized home designs. The Program will determine which floor plan

size each applicant requiring reconstruction is eligible to use by evaluating the original damaged structure's eligible square footage and determining if it is within 50% of the lowest square foot plan in the range. If the eligible square footage of the damaged structure is within the allowable variance, the lower square footage plan set will be selected. If the eligible square footage of the damaged structure exceeds the allowable variance, then the Program will select the next higher square foot available model. The Program will build the home to the Energy Star Certified Home standard.

Solution 2 applicants who will be managing their own reconstruction project must hire a Louisiana licensed residential contractor. **The applicant must submit the design drawings to the Program, along with their construction contract, contractor's information, and permits prior to beginning construction activities.** There is no square footage limitation on a Solution 2 reconstruction project. However, the Program will only pay the Program-determined reconstruction award based on allowable square footage noted above. For Solution 2 projects where total allowable (as defined above) square footage reconstructed is less than the allowable square footage of the original structure, an award will be based on the applicable square foot price per allowed square foot of the reconstructed structure. If the reconstructed total allowable (as defined above) square footage is greater than the allowable square footage of the original structure, an award will be based on the applicable square foot price per allowed square foot of the original structure. The applicant is responsible for any costs over and above the Program award at the time of grant execution. Any amount of necessary funding that exceeds the Program award must first be paid by the applicant before any Program funds are disbursed. If the home is in the SFHA, the applicant is responsible for ensuring that the home is built such that the lowest habitable floor at the time of grant execution is two (2) feet above the BFE, two (2) feet above the ABFE, or as required by the local jurisdiction, whichever is higher. **Be sure to read your award letter and grant agreement carefully for additional Solution-specific requirements.**

RLHP will evaluate the applicant's submitted design drawings to verify that the elevation requirements have been incorporated into the new home's design. The applicant must also provide a final elevation certificate demonstrating that the home was built to the Program requirement of two (2) feet above the BFE, two (2) feet above the ABFE, or as required by the local jurisdiction, whichever is greater. The applicant must also build the home to energy efficient standards and provide proof that the new home has achieved Energy Star Certified Home status.

b. Repair Allowances

The repair allowances described in this section are general descriptions provided to assist applicants with understanding the type of repairs that may be allowable. The following descriptions are not comprehensive. Applicants should refer to **Appendix E** for more detailed pricing and scoping information.

Repair allowances for estimates are based on component-by-component damage estimates. The following sections include information about the units of measurement and limits of eligibility for the most common repairs and improvements. Only damaged elements or components allowed to be repaired or replaced under Program requirements will be included in the estimate. Complete specifications and allowances (other than allowances explicitly indicated below) are incorporated in the Xactimate software used to estimate costs.

1. Units of Measurement

During the damage assessment, conventional units of measurements and quantities—e.g., square feet and linear feet—are generally used to determine quantities of materials damaged or requiring replacement.

2. Site Improvements

a. Elevation Costs

- Stick-built (Single Units, Doubles, Town Homes) homes within the Special Flood Hazard Area that are required by local code to be elevated will be considered for eligible projects. Please see pages 30, 65, 72, and 75 for a copy of the Elevation Allowance Table for RLHP Stick-Built Repair/Reconstruction Projects.
- Stick-built (Single Units, Doubles, Town Homes) homes outside the Special Flood Hazard Area that are required by local code to be elevated may be considered for eligible projects. Please see pages 30, 65, 72, and 75 for a copy of the Elevation Allowance Table for RLHP Stick-Built Repair/Reconstruction Projects.
- Manufactured homes and stick-built homes required by local code to be elevated may be considered. Please see pages 36 and 39 for a copy of the RLHP Manufactured Housing Unit Elevation Allowance Table.

b. Garages

Attached garages and carports that are included in the common area under roof are eligible for damage assessment repair estimates; however, the square footage of these areas will not be included in the calculation for the reconstruction estimate. Detached garages connected to main house via a breezeway or lean-to are not eligible for Program assistance.

c. Exterior Surfaces on Historic Properties and/or Properties in Historic Districts

To the extent that eligible properties are designated historical by SHPO or are located in historical districts, they will be eligible for assistance for historically-appropriate exterior surfaces.

d. Exterior Cladding

Allowances assume that all siding and trim will be brought to an intact, weather proof state, within limits as further detailed in the attached pricing index.

e. Exterior Railing and Steps

Allowances will assume that handrails will be present on one side of all interior and exterior steps or stairways with more than two risers and around porches or platforms over 30" above ground level. It is also assumed that railing repairs will be historically sensitive, and that steps and stairs will be structurally upgraded to current building code requirements.

Allowances assume that existing railings that do not meet the current code will be removed and replaced with preservative treated lumber that meets requirements of the local historic

structures commission. It is also assumed that replacement steps and stairways will be constructed of preservative treated lumber in conformance with the current required building codes.

f. Exterior Painting – Siding and Trim

Only replaced or repaired exterior siding and trim receive a paint allowance. Painting allowances are not provided for cosmetic purposes, such as stained or discolored surfaces that are undamaged. The allowance assumes that all replaced exterior siding surfaces will be properly sealed and weatherproofed. Siding and trim will be primed and covered with two coats of acrylic latex paint.

3. Windows and Doors

a. Interior (Passage) Doors

Allowances assume that a hollow core, pressed wood product door with bedroom lockset, a jamb, and casing will be used.

b. Exterior Doors

Allowances assume that all replacement doors will be metal exterior doors. However, if a home requires specific door types due to the historic nature of the home, as determined by the State Historic Preservation Office (SHPO), doors will conform to the SHPO requirements. It is further assumed that steel doors may be installed at entrances not visible from the front street, and that dead bolt locks will be installed on all doors. Replacement allowance includes all necessary jambs, casing, stain or paint, and hardware. Side-lite grade is assumed to be consistent with door grade.

c. Windows

A replacement window and appropriate decontamination of the frame is eligible for Program assistance when evidence of disaster-related damage or health and safety issues are present.

Allowances assume that windows will be weather tight, include a locking device and will operate freely.

Allowances assume that double glazed vinyl windows that meet minimum Energy Star® requirements will be used; historically similar windows will be used when required by SHPO. Allowances do not include shutters, security grates or metal bars.

4. Roofing

Deteriorated and actively leaking roofs will be eligible for repair whether the damages are flood related or not in order to make the living space habitable and to protect the repair investment being made by the RLHP. Architecturally appropriate materials will be used on historic properties when required by SHPO. Refer to **Appendix E** for details.

5. Insulation

a. Insulation

Allowances assume that damaged attic areas and crawl space will be insulated.

Allowances assume that the entire building will conform to the required energy code upon completion. Wall insulation thickness will conform to the home's rough framing dimensions.

b. Kitchen Ventilation

Allowances assume that all kitchen hoods or exhaust fans will be exterior ducted.

6. Interior Areas

a. Eligible Replacement Items

Interior components eligible for replacement at the RLHP quality standards amounts established by Xactimate cost estimating software and pricing guide. Replacement appliances shall be Energy Star® compliant.

b. Accessibility Improvements

Assistance for accessibility improvements for disabled applicants or household members is available upon request by the applicant, disabled household member, or a family member or legal representative of a disabled family member. Any accessibility features that were present in the home of a disabled person and destroyed or damaged by flood waters will be assessed for replacement.

c. Interior Walls and Ceilings

Allowances assume that holes, cracks and deteriorated and un-keyed plaster and drywall will be repaired to match the surrounding surfaces.

d. Flooring

Allowances assume that baths will receive vinyl sheet goods over plywood underlayment. Kitchens will be vinyl sheet goods over plywood underlayment. Other rooms may be carpet or vinyl with appropriate underlayment or pads. Refer to attached price list for details.

e. Kitchen

Allowances assume that complete kitchens include economy/standard grade pre-finished cabinetry, plastic laminate countertop, sink and garbage disposal, stove/oven, range hood and light, microwave, dishwasher and combined refrigerator/freezer unit. Dishwashers are eligible for replacement. If lower cabinetry is damaged, the lower cabinets and upper cabinets are both eligible to be replaced.

f. Bathrooms

Complete bathrooms include metal faucets and, toilets, vanity, sink, fiberglass tub/shower unit, exhaust fan with heater, door, and medicine cabinet.

7. Electrical

a. Specialized Circuit Breakers

Allowances assume that non-functioning ground fault circuit interrupters (GFCI) will be replaced. Basement and kitchen receptacles within 6 feet of a sink, and all bath and garage receptacles and at least one exterior receptacle will be protected by a GFCI.

b. Passage Lighting

Allowances assume that all common halls and stairways between living space will be well lit.

c. Smoke Detectors

Allowances assume that smoke detectors will be installed on each dwelling floor, and in each habitable room and hallway per code requirements, when the Program identifies remaining repairs to be performed. Carbon monoxide (CO) detectors will be installed on all fuel burning furnaces when remaining repairs are to be performed.

d. Interior Electric Distribution

Allowances assume that exposed knob and tube will be replaced. Every room will have a minimum of two duplex receptacles, placed on separate walls and one light fixture or receptacle switched at each room entrance. Where the source wiring circuit is accessible (e.g., first floor above basements, in gutted rooms, etc.), receptacles will be grounded. All switch, receptacle, and junction boxes will have appropriate cover plates. Wiring shall be free from hazard and all circuits will be properly protected at the panel. Floor receptacles will be removed and a metal cover plate installed. Exposed conduit is assumed in some cases. It is further assumed that when a room's wall finishes are removed and repaired, uncovered electrical systems will be rewired to the latest version of the current required code.

It is assumed that all wiring, receptacle, switches, etc. below the inundation level will be replaced.

Allowances assume that all rooms will be rewired to the latest version of the required code using historically correct (when required) or economy/standard grade fixtures and devices. It is assumed that a rewire of room or house will include smoke alarms.

e. Service and Panel

When damaged or required to be upgraded by code, allowances assume that two hundred (200) amp service with a main disconnect panel containing at least 30 circuit breaker positions will be installed. Attached garages may be fed with up to 100-amp sub panels.

8. Plumbing System

a. Water Heaters

Allowances assume that high efficiency water heaters will be installed. No more than two water heaters will be allowed per home.

b. Water Supply

Allowances assume that all inoperable or leaky main shut off valves will be replaced. Damaged lead pipe and damaged galvanized pipe will be replaced.

9. Heating, Ventilation, and Air Conditioning

a. Heating and Air Conditioning

For houses with central air and heat, each applicant can receive assistance for up to two air conditioning units per structure.

For homes without central cooling, an allowance is provided for window units. There is no cap on the number of window units (only damaged units are replaced), but the total assistance for window units cannot exceed the maximum replacement allowance for a complete HVAC unit.

b. Fireplaces and Chimneys

Damages to fireplaces and chimneys, are not eligible for assistance. Fireplace inserts are eligible.

a. Repair Allowances: Duplexes and Townhomes

If at the completion of the project, a decent, safe and sanitary structure cannot be achieved without repairing portions of the structure over which the owner has no control, the project cannot move forward if or until those issues are resolved. RLHP uses the same repair allowances and units of measures for duplexes and town homes that are used for single-family homes, with the following modifications.

- **Roof:** Individual units receive a pro-rata share of the cost of the roof and associated components such as insulation. If units are identical, the allocation is the same for all units. If units are not identical and therefore the roof, foundation, and other structural components are not equally shared, Estimators are instructed to make their best field estimate to fairly apportion those components.
- **Wall Sharing:** Town homes receive an allowance to repair/replace the damaged interior walls of their unit. End units of a town home structure are eligible to receive allowances for repairing or replacing up to three damaged exterior walls; middle units in a town house structure are eligible to receive allowances for repairing or replacing up to two damaged exterior walls.
- **Interior Components:** Interior components of a town home are evaluated using the protocols and allowances established for single-family detached structures.
- **Common Area Elements Not Listed Above:** The following three protocols will be used to allocate common area components not specifically addressed above:
 1. **Pro-rata Square Footage.** The total square footage of the eligible area is measured and calculated for the entire townhouse, excluding utility and garage space. Each living unit is measured for its pro-rata share of the compensable square footage. This ratio, expressed as a percentage, is used to prorate the common building components that

are equally shared, for example, insulation, exterior siding, site improvements, utility services, and exterior porches.

2. **By Ownership and Use Agreement.** Components that can be allocated by use or ownership to a specific unit are included in that unit's calculation. For example, if an owner of a town home, per a lease agreement, has use of an attached garage, then that unit receives damages attributable to the garage. Similarly, if the owner of the town home uses an entire eligible interior utility room for storage, it is included in the primary user's calculation of damages.
3. **By Unit.** Individual building components that are clearly associated with the unit, for example, doors and windows, are included in the individual unit's count.

d. Repair Allowances: Condominiums

If the completion of the project a decent, safe and sanitary structure cannot be achieved, without repairing portions of the structure over which the owner has no control, the project cannot move forward if or until those issues are resolved.

The condominium parcel repair estimate will consist of an Estimate of the applicant's unit and an Estimate of the common elements as declared in the condominium declaration or bylaws. RLHP will use the repair allowances and units of measurement for condominium units and common elements that are used for other structure types (single-family homes, duplexes, and town homes).

e. Structural Damage Assessments

1. Structural Damage: Definition

Structural damage, a term used by structural engineers, refers to a situation where a load carrying structural member of a home that is part of the permanent fabric of the building is broken or otherwise damaged so that it cannot carry or transmit the loads it was intended to carry. Only a licensed structural engineer is able and capable of assessing valid structural damage to a home.

2. Structural Damage: RLHP Policy

The Program will arrange for a licensed structural engineering analysis when there is an indication of structural damage observed or suspected by either the applicant or the damage assessor.

15. Appeals, Complaints and Grievances

A thorough process will be implemented to allow for RLHP appeals. The appeals process will be provided on the Program website, and a copy will be included electronically with each applicant's award or ineligibility letter or notice of file closure. For award determinations received before October 5, 2018, applicants may appeal an award determination decision by filing an appeal prior to execution of the grant agreement, or by November 2, 2018, whichever occurs first. For award determinations received after October 5, 2018, an appeal must be filed within thirty (30) calendar days after the date of the award determination letter or prior to the execution of the grant agreement, whichever occurs first. In the event a future policy change by the Program would positively impact the amount of the grant award,

the grant will be recalculated accordingly, and the applicant will have the option to accept and sign a grant agreement with the updated grant award.

a. Program Appeals

All applicants may submit the following appeals electronically by logging into their account on eGrants. Once a file reaches Award Acknowledgement, Zero Award, or Ineligible status, the applicant will have the option to choose Appeal on the Award Acknowledgement, Zero Award, or Ineligible screen in eGrants. If an applicant requires assistance with filing an appeal, they can choose Consult on the Award Acknowledgement, Zero Award, or Ineligible screen in eGrants and an RLHP Case Manager will be able to file the appeal on their behalf. Applicants can file an appeal for one of the following reason codes:

1. Program eligibility
2. Grant calculations prior to execution of grant agreement
3. Repair or Reimbursement Estimates limited to measurements of the home and quantities of damaged materials only
4. Duplication of benefits
5. File closure

Applicants may not appeal policies that have been approved and incorporated by the Program, such as the Program's process for assessing the value of materials eligible under the Program. In addition, applicants are not allowed to appeal the award amount after grant execution. Further, statutory and regulatory requirements/guidelines may not be appealed.

Regardless of the reason(s) an applicant files an appeal, the entire file will undergo a full review. Applicants should be aware that this full file review may result in positive or negative changes to the eligibility status or an increase or decrease from the previous award amount. Such variations in the final award are necessary to ensure that the home is properly repaired and that the Program only pays for work that is necessary, reasonable and within Program guidelines. In any instance of a decrease in the actual cost of the repair or reconstruction, the grant award and disbursements will be reduced to reflect the reduction in repair or construction costs. **Read your award letter and grant agreement for additional Solution-specific requirements.**

b. Complaints

A complaint can be filed by any interested party that takes issue with the programmatic, operational, or construction administration activities of the Program. Typically, complaints originate from an individual who is experiencing some difficulty with Program services, including eligibility, intake process, grant award calculation, closing, or construction activities. The Program will provide a response to the interested party's complaint within fifteen (15) working days within receipt of the complaint.

Complaints can be submitted in one of the following ways:

- Via online by visiting the Program website to complete an online complaint form by going to: <http://restore.la.gov/homeowner-assistance-file-a-complaint/>

- By calling the Program hotline at 866-735-2001 to receive assistance from a Customer Service Representative (CSR)
- Via U.S. mail to
Attention: RLHP Applicant Relations Department
11100 Mead Road
Baton Rouge, Louisiana 70816

c. Solution 1 Construction Grievances

For Solution 1 only, applicants may submit grievances with their Solution 1 contractor for work that is not in keeping with established homebuilding contractor standards and workmanship outlined by RLHP. The applicants can present their grievance to the state to contest the work that is being or has been performed, or that should have been performed under the RLHP policies.

If an applicant disagrees with the payment request of a Solution 1 homebuilding contractor for completed work, a third-party inspection performed by the state's independent QA/QC contractor may be conducted at the direction of the state. Should the QA/QC contractor find that the quality of the work is consistent with Program standards, the Program may issue payment to the homebuilding contractor. Determinations made by the QA/QC contractor are final and will be communicated to the applicant accordingly.

Solution 1 applicants wishing to file a grievance as provided for in this section must do so prior to sign-off of final construction payment and completion certification. In order to be valid, the grievance must include the following:

- Be filed in writing; and
- Be relevant to the approved scope of work; and
- Provide a detailed explanation of the grievance and its basis.

Solution 1 Construction Grievances can be submitted in one of the following ways:

- Via online by visiting the Program website to complete an online complaint form by going to: <http://restore.la.gov/homeowner-assistance-file-a-complaint-grievance/>
- By calling the Program hotline at 866-735-2001 to receive assistance from a Customer Service Representative (CSR)
- Via U.S. mail to
Attention: RLHP Applicant Relations Department
11100 Mead Road
Baton Rouge, Louisiana 70816

d. Solution 2 Construction Grievances

In Solution 2, Homeowner-Managed Construction, the applicant will resolve conflicts with the homebuilding contractor or manufactured housing unit (MHU) dealer directly, as the state is not a party to the contract between the applicant and the homebuilding contractor or MHU dealer.

16. Records Management

In accordance with HUD regulations, as a grantee and recipient of CDBG-DR funds, OCD-DRU follows the records retention as cited in 2 CFR Part 200.333-337, which includes financial records, supporting

documents, statistical records and all other pertinent records are maintained for five years after closeout of the grant between HUD and OCD-DRU. OCD-DRU established requirements in its sub-recipient and contractor agreements for compliance with all HUD cross cutting requirements outlined in 2 CFR 200 Appendix II, including record keeping requirements.

Owner/Occupant(s) are advised that additional information may be required for the state to properly calculate the Grant Amount and that Owner/Occupant(s) should maintain all records, receipts, invoices and other documentation related to any repairs, construction or clean-up of the damaged home for no less than seven (7) years from the date of the grant agreement.

a. Administrative Records

Administrative records, kept in electronic format, are files that apply to the overall administration of the CDBG-DR funded RLHP. They include the following:

- Personnel files;
- Property management files;
- General Program files: Files relating to the subgrantee's, subrecipient's, or contractor's application to the grantee, the subrecipient agreement, Program policies and guidelines, correspondence with grantee and reports, etc.; and,
- Legal files: Articles of incorporation, bylaws of the organization, tax status, board minutes, contracts and other agreements.
- Financial records: These include the chart of accounts, a manual on accounting procedures, accounting journals and ledgers, source documentation (purchase orders, invoices, canceled checks, etc.), procurement files, bank account records, financial reports, audit files, etc.
- Project/applicant files: These files document the activities undertaken with respect to specific individual beneficiaries, property owners, and/or properties.

b. Personally Identifiable Information

All files containing personally identifiable information (PII) must be handled in a secure manner. To protect PII, files should be given a unique identification number.

c. File Security

All records will be maintained in an electronic format. Files are secured to ensure privacy of all applicant PII located within the files. Electronic files containing PII will be secured in password protect electronic folders. The vendor will backup files on a routine basis. Required reports to stakeholders may include applicant Program identification numbers or property addresses, but will not include unique identifiers such as social security number, etc.

d. Record Retention

Records are maintained to document compliance with Program requirements and federal, state, and local regulations and to facilitate an audit review by HUD. Records are maintained in accordance with 24 CFR 570.3, which states they must be maintained for a period of 5 years following the closeout of HUD's grant with the state. Proper records management ensures that:

- 1) The state complies with all requirements concerning records and records management practices under Federal and state regulations;
- 2) The state has the records it needs to support and enhance ongoing business and citizen service, meet accountability requirements and community expectations;
- 3) These records are managed efficiently and can be easily accessed and used for as long as they are required; and
- 4) These records are stored as cost-effectively as possible and when no longer required they are disposed of in a timely and efficient manner based on HUD Handbook 2225.6, Records Disposition Schedules and HUD Handbook 2228.2.

e. Applicant Files

The Program must maintain electronic files for each applicant funded through RLHP. Each file must contain at a minimum the following information:

- Verification of Program eligibility
- Determination of the national objective met
- Award calculation
- Duplication of benefits
- Grant Recapture documents
- Environmental clearance
- Grant agreement documents
- Monitoring QA/QC
- Appeals, if applicable
- Final Determination of Anti-fraud, waste, and abuse check, if applicable all documents submitted by the applicant
- Correspondence from the Program

17. Other Federal Requirements

All federal funding source compliance provisions shall include the following:

a. Fair Housing/Civil Rights

The Fair Housing Act requires all grantees, sub-recipients, and/or developers funded in whole or in part with HUD financial assistance to certify that no person was excluded from participation in, denied the benefit of, or subjected to discrimination in any housing program or activity because of their age, race, color, creed, religion, familial status, national origin, sexual orientation, military status, sex, disability or marital status. OCD-DRU complies with and enforces the Civil Rights requirements of Title I of the Housing and Community Development Act and the Fair Housing Law.

b. Anti-Fraud Waste and Abuse

HUD requires that specific policies are developed to prevent fraud, waste and abuse. Therefore, OCD-DRU has established procedures for verifying the accuracy of information provided by Program applicants, vendors, and sub-recipients. OCD-DRU's Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in information provided by third parties that may be indicative of fraud, waste, and abuse. OCD-DRU will ensure that accurate information obtained from third party vendors and AFWA checks are conducted systematically, utilizing standardized research methodologies and flag identification processes for consistency and equitable

treatment across relevant sources. Flag codes, notations, and relevant supporting documents are checked for errors.

1. Program Applicants

The Program will ensure that secure feeds are set up from third party vendors, which will be used to verify information provided by the applicant. Program staff will review the applicant provided information and the third party verified information.

2. Vendors

In addition to verifying the accuracy of information provided by Program applicants, the RLHP verifies the accuracy of information provided by its vendors. As part of the state procurement process, contractors are required to complete a vendor background questionnaire and to report derogatory information relating to the contractor and/or its key personnel. Prior to contract execution, OCD-DRU's procedures include, but are not limited to: reviewing debarment lists, searching known databases for information (such as State of Louisiana tax liens and incorporation documents), conducting internet research, and obtaining information available from state and Federal agencies (such as substantiated investigative findings and audit reports). OCD-DRU has established regular channels of communication with other state and local government agencies who are contracting with various entities for services relating to storm recovery efforts in order to be on guard for issues relating to contractor fraud, waste, and abuse.

Appendix A: Sample Award Letters, Grant Agreements and Scope Acknowledgements

- Award Acknowledgement Letter
- Zero Award Letter
- Solution 1 Program-Managed Repair
- Solution 2 Homeowner-Managed Repair
- Solution 2 Manufactured Home Replacement
- Solution 3 Reimbursement
- Change Order/Homeowner Acceptance of Scope Change
- Acknowledgement of Scope Deferment

AWARD ACKNOWLEDGEMENT LETTER



Based on the information you have provided to the Restore Louisiana Homeowner Assistance Program (the “Program” or “RLHP”), in connection with your application, the Program has made a determination on the eligibility of your application and calculated your potential award. Your award calculation table is available by clicking the link “Open Grant Award PDF” within eGrants.

If you have already completed all construction activities and your award is a reimbursement award only, this letter outlines how your final award has been calculated and your award calculation table shows your final award determination. If you have a Solution 1 or 2 *repair or reconstruction* award or a Solution 2 *mobile home replacement* award, this award acknowledgment letter outlines how your final award has been calculated and your award calculation table shows your final award determination.

If you have a Solution 2 repair award, the Program will provide technical assistance for you and your selected construction contractor to review and confirm the Program’s scope of work. You are **strongly encouraged** to review the enclosed scope of work with your repair contractor to determine if there are any eligible items or repairs which have not been included in the award. Any changes to this award that your contractor documents will be reviewed by the Program if you appeal your repair estimate **prior to grant execution**. The Program will determine if requested changes are eligible under the Program rules and, if they are, necessary eligible modifications will be reflected in your grant agreement, prior to starting Program-funded construction. You must notify the Program **within thirty (30) days** that you will be requesting an adjustment to the award. (See Appeal Procedures for Applicants included at the end of this letter.)

During construction, your homebuilding contractor may discover unforeseen conditions requiring additional repair or alternative construction practices that were not included in your repair award. In these instances, **only unforeseen conditions** may result in a change order to your scope of work and your ultimate award, subject to Program review and approval. These changes may be positive, meaning an increased award, or they may be negative, meaning a decreased award. Such variations in your final award are necessary to ensure that your home is properly repaired and that the Program only pays for work that is necessary and reasonable within Program guidelines. In any instance of a decrease in the actual cost of your repair or reconstruction, the grant award and disbursements may be reduced to reflect the reduction in repair or construction costs. **Read your grant agreement for additional Solution-specific requirements.**

If your damaged home, reconstructed home or replacement home is located in a Special Flood Hazard Area, any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program’s final total project cost at grant execution for

the applicant. Failure to maintain insurance may result in you being ineligible for future disaster relief.

Applicant(s) under Solution 1 and Solution 2 agree not to transfer the Damaged Home or any interest in the Damaged Home, whether voluntarily or involuntarily, until the rehabilitation or reconstruction to be performed under the Program has been completed, as confirmed by a successful Program final inspection. Applicant(s) under Solution 3 agree that the Damaged Home has not been transferred, sold or been made subject to any new liens, mortgages or encumbrances prior to receiving a grant award. Zero Award Solution 3 applicants with SBA DOB that had a Program final inspection, confirming all work was completed, a COO where applicable and notified transferees in writing of the continuing obligation to maintain flood insurance on the property are eligible for RLHP grant funds.

Upon the sale or transfer of the property, you will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property. In the event that you fail to provide such notice, you may be liable to the United States for future disaster assistance related to the property.

Evidence that your damaged home is covered by any required flood insurance must be provided at the grant agreement execution. In the event the damaged home is being reconstructed, or a new MHU is being provided, evidence is only required prior to final funding of grant proceeds. A declaration sheet, ACORD form describing the coverage from your insurance company, or flood insurance application along with a paid receipt will be sufficient evidence to satisfy this requirement. If flood coverage is required, but not available due to the disrepair of your damaged home, you must submit a declination letter from the insurer at the grant agreement execution. In all cases, you must also provide proof that you obtained flood insurance once construction has been completed on your home, prior to final payment of grant dollars.

If you are required to elevate your home, the lowest habitable floor of your home must be elevated to either the local jurisdiction elevation height requirement or two (2) feet above the Base Flood Elevation (BFE), or two (2) feet above the Advisory Base Flood Elevation (ABFE), whichever is higher. For Solution 1 applicants, the Program will verify this requirement by obtaining final elevation certificates if the local jurisdiction is requiring elevation. If you are a Solution 2 or Solution 3 homeowner, it is your responsibility to obtain your elevation certificates and provide them to the RLHP.

UNDERSTANDING YOUR AWARD

In connection with the calculation of your award, Program representatives have made an inspection of your home and have compiled a list of damages that have either already been repaired and are eligible for reimbursement under Solution 3 and/or are eligible for repair under Solutions 1 or 2. Your estimates can be viewed or downloaded from your online account.

These estimates provide the initial basis of your award calculation. We also evaluated the sources of funding that have been made available to you by FEMA, SBA, insurance, and other sources for the express purpose of repairing your home. These funds, per federal law, are considered "Duplication of Benefits" or "DOB" and must be deducted from your reimbursement and/or repair estimate values. Federal law forbids the Program from providing a second source

of financial assistance for the same repair purpose as funds already made available by FEMA, SBA, insurance, etc.

This letter will explain, in more detail, how we calculated your award. Information contained in this letter does not change any Program rules. Program rules contained in the RLHP Homeowner Manual are governing. Please make sure you review and understand current Program policies along with the sample grant agreement(s) located on restore.la.gov. You will need to sign your Grant Agreement at Grant Execution, to receive your award.

Your award calculation worksheet consists of seven main sections:

1. Program Information: Describes factors including your household income analysis, Program phase, and your solution selection/qualification.

2. Estimates: Contains the repair estimate to repair your home to Program standards and the reimbursement estimate that values the repairs you have already completed, if any, at the Program-approved rates.

3. Duplication of Benefits: Details compensation you have received to repair your damaged property from other sources such as SBA, FEMA, and insurance proceeds. This will first be deducted from your reimbursement estimate and any excess DOB will then be deducted from your repair estimate. DOB may lead to unfunded awards for which you may need to escrow funds (Solution 1) or spend your own funds (Solution 2) prior to accessing RLHP funds.

4. Reimbursement Calculation: Demonstrates how the reimbursement portion of your award was calculated.

5. Repair Calculation: Demonstrates how the repair portion of your award was calculated.

6. Reconstruction Calculation: Demonstrates how the reconstruction portion of your award was calculated, if applicable.

7. Homeowner Responsibility: Demonstrates how the homeowner responsibility portion of your award was calculated. The amount shown in this section is the amount of money you will need to either place in escrow (Solution 1) or spend prior to accessing any RLHP grant dollars (Solution 2) less any approved deferred scope, if applicable.

PROGRAM INFORMATION

Area Median Income (AMI) Percentage: HUD publishes income tables for specific geographic regions. AMI is the "middle" number of the incomes in the defined geographic area. Your AMI percentage represents how close your income is to your area's median income. HUD's definition of income level is based on AMI percentage as detailed below:

AMI PERCENTAGE	INCOME CLASSIFICATION
80% or below AMI	Low to Moderate Income
Above 80% and up to 120% AMI	Moderate to Middle Income

Above 120% AMI	Middle to High Income
----------------	-----------------------

Applicant Phase: Your initial phase is determined by your survey responses. Your initial phase may change based on the information that is verified in your application. More detailed descriptions of the phases can be found in the RLHP Homeowner Manual.

Applicant Program Solution: This line indicates the solution or solutions for which you are eligible (Solutions 1 through 3). You may be eligible for only one solution or a combination of Solutions 1 and 3 or 2 and 3, depending on your individual circumstances.

Solution 1 Program Managed Rehabilitation/Reconstruction: Upon execution of your grant award for this solution, your repair or reconstruction project will be assigned to a Program contractor and your construction project will be initiated. The state will pay the grant proceeds directly to the homebuilding contractor at 50% and 100% of construction completion, less any approved deferred scope, if applicable.

If you have selected Solution 1 and your Award Calculation Table indicates that there **are** escrow funds required, you will need to provide the full amount of your required escrow less any approved deferred scope, if applicable, in the form of a money order or cashier's check, at your Grant Execution appointment. Funds must be made payable to "Restore Louisiana Homeowner Depository". Please write your Account ID on your check. You will not be eligible for assistance unless these funds are provided to a Program representative at your Grant Execution appointment. The RLHP Homeowner Manual contains additional details about the escrow requirements. Once you have executed the Grant Agreement, you may be required to vacate your property for construction to begin.

Solution 2 Homeowner-Managed Rehabilitation/Reconstruction: Under this solution, you will contract with your homebuilding contractor directly (note: Solution 2 reconstruction projects must be managed by a Louisiana licensed residential contractor). Prior to grant execution for this solution, you must supply your selected licensed and insured contractor's information and your construction contract to the Program. Your homebuilding contractor is responsible for obtaining all necessary permits and you are responsible for providing copies of permits to the Program. The Program will issue two-party payment to you and your Louisiana licensed residential contractor based on the payment schedule in your written construction contract or subject to the Program guidelines. The contractor's information and a copy of the executed construction contract must be provided to RLHP prior to grant agreement execution. Construction must begin within 180 days of execution of the grant agreement unless a written hardship extension is approved, or your award will be terminated.

The Program will allow you to self-manage your construction project or hire a licensed and insured homebuilding contractor or registered home improvement contractor to complete the work. Any work required by law to be performed by a licensed professional (i.e. electrical, plumbing, and mechanical) may not be self-managed unless you are a holder of the necessary license or your trade provider holds the necessary license. If you choose to self-manage your repair work, you must check with your local permitting office on whether or not your scope of work includes work that requires a permit. The Program may require documentation from you showing that you confirmed your scope of work with your local permitting office and that the permitting office determined no permits were required. If permits are required, the Program may

require documentation from you showing that the work, as applicable, was in fact performed by a licensed professional.

If you have chosen Solution 2 to complete your remaining repair, you will need to spend the amount of Excess Duplication of Benefits and/or any required homeowner contribution indicated in the Award Calculation Table, on eligible repairs to your home, prior to the disbursement of any Program funds you are otherwise eligible to receive, less any approved deferred scope, if applicable. Program representatives will verify these repairs/expenditures prior to disbursement of Program Funds.

Solution 2 Mobile Home Replacement: If you are eligible for mobile home replacement, your award will be in an amount equal to the maximum Program cap or the actual cost of your replacement unit, whichever is less, and will be reduced by any duplication of benefit. The maximum Program cap for mobile home replacement is either \$45,000 or \$65,000 depending upon whether you are replacing a single-wide or a double-wide mobile home. Unlike Solution 2 Homeowner-Managed Rehabilitation/Reconstruction, Solution 2 Mobile Home Replacement does not include a 20% construction overhead margin. The maximum Program cap includes all costs associated with purchase, site preparations, delivery, removal of the damaged MHU unit, as applicable, and tie-in to site infrastructure.

Solution 3 Reimbursement: If you are eligible for reimbursement, your award will be in an amount equal to the Program-determined cost of the eligible repairs already completed, less any Duplication of Benefit. Your reimbursement check will be issued to you by check.

Eligible expenses will be based on a standard pricing guide for construction used by the Program and as assessed during an onsite inspection. Program pricing standards are not appealable. Actual expenses incurred are expected to be higher than the Program's eligible expenses and price standard. In most circumstances, the eligible reimbursement amount will be less than the actual price paid.

Combination 1 & 3 or 2 & 3: If you are utilizing a combination of Solutions 1 and 3 or 2 and 3, a separate grant agreement must be executed for each solution.

ESTIMATES

In connection with the calculation of your award, Program damage assessors have made an inspection of your home and have compiled a list of damages to your home that are eligible for repair under Solutions 1 or 2, as well as repairs that have already been completed on your home and which may be eligible for reimbursement under Solution 3. You can view and/or download your estimates from your online account.

If no work has been completed prior to the Damage Assessment, then only a repair estimate is listed in your Award Calculation Detail. If you completed repairs on your home before your Damage Assessment visit, then only a reimbursement estimate is listed in your Award Calculation Detail. Both a reimbursement estimate and a repair estimate would be listed in your Award Calculation if you were partially complete with your home's repairs at the time of your Damage Assessment. The Program also creates a reconstruction estimate for all homes where there are remaining repairs needed. This allows the Program to determine whether it is cost reasonable to repair the home or whether it would be more cost-effective to reconstruct the home.

Overhead will be added to both Solution 2 and Solution 3 estimates. This additional 20% is intended to cover the inherent costs of obtaining and paying a Louisiana licensed residential contractor, as this is the typical charge passed onto the homeowner. Overhead is not added to Solution 1 awards but is still paid on your behalf to the homebuilding contractor. Overhead is not added to mobile home replacement awards.

Square Footage of Home: This line reflects our estimate of the total living area of your home, excluding carports, garages, porches, detached structures and the like.

Reconstruction Estimate: The total allowable living area square footage is multiplied by the applicable square foot cost factor to establish a replacement allowance for your home. We base the applicable square foot unit rate on the cost of replacing your home with a home of modest, standard condition. The Program is not intended to compensate you for replacing a custom or semi-custom home. The applicable square foot unit rate does not include the value of the land and only calculates the cost to rebuild at a modest level. Solution 2 and Solution 3 reconstructions will base the final award on the price per square foot cost factor multiplied by the allowed square footage calculation, multiplied by 20% overhead less any Duplication of Benefits calculation at the time of grant execution, or actual contract cost at grant execution minus any Duplication of Benefits, whichever is less.

Percentage of RLHP Damage: The relative percentage equals your repair estimate divided by your reconstruction estimate, which is multiplied by 100. This is how the Program compares the cost to repair your home versus the cost to reconstruct a modest home of similar square footage.

We use the Percentage of RLHP Damage to choose between the repair estimate and the reconstruction estimate. For applicants who receive both a reconstruction and repair estimate, we determine which cost estimate to use in the award calculation based upon the following:

- If the Percentage of RLHP Damage is less than 80% of the reconstruction amount, we use the repair estimate for calculating the cost of rehabilitation of your home.
- If the Percentage of RLHP Damage is equal to or more than 80% of the reconstruction amount, the reconstruction estimate is used to calculate the cost of reconstruction of the damaged structure.

DUPLICATION OF BENEFITS INFORMATION

You will be required to certify that you have reported all DOB and any monies received both before and since the initial application. If you receive additional DOB after the date you sign your grant agreement, you must notify the Program. You will be required to enter into a subrogation agreement allowing the State to claim any additional DOB up to the grant amount.

FEMA IA: FEMA Individual Assistance (FEMA IA) is the assistance FEMA may have provided for home repairs. The FEMA NEMIS database verified this information. If you can provide documentation demonstrating that the FEMA IA amount provided by the FEMA NEMIS database includes amounts not intended to cover structural loss, we will use the documentation you provide to adjust the FEMA IA payout amount. The documentation you provide must come from FEMA.

National Flood Insurance Program (NFIP) Insurance: Any insurance proceeds paid through NFIP for repair of your structure will be deducted from your award as a DOB.

SBA: Federal regulations deem Small Business Administration (SBA) loans for repair to be a DOB for federally funded repair programs. Any funds for real estate repair drawn from the approved loan amount will count as a DOB. See Sec.11(j)(2) for more information about the SBA DOB policy and exceptions.

Private Insurance: We must deduct all property or casualty insurance payments, including flood, settlement amounts for loss to dwellings from your award as a DOB. Private insurance payments for contents or other expenses do not count as a DOB, and we will not deduct such payments from your award.

Other: Funding received from other sources such as non-profit entities that you received for the same purpose as this grant are considered a DOB.

Total Duplication of Benefits: The Total Duplication of Benefits line sums all the prior lines in this section.

REIMBURSEMENT CALCULATION: LINE-BY-LINE GRANT AWARD DEFINITIONS

Reimbursement Estimate with Overhead: This line includes your reimbursement estimate, as determined by the Program, plus the 20% overhead allowance.

Total DOB: The Total Duplication of Benefits applicable to your reimbursement appears on this line and is deducted from your Program eligible reimbursement estimate.

Total Eligible Reimbursement Award: Your Total Eligible Reimbursement Award is the reimbursement estimate, as determined by the Program, with Overhead amount less the Total DOB.

REPAIR CALCULATION: LINE-BY-LINE GRANT AWARD DEFINITIONS

Repair Estimate with Overhead: This line includes your repair estimate, as determined by the Program, plus the 20% overhead allowance for Solution 2. No overhead allowance is added to the Solution 1 repair estimate because the overhead is paid directly to the Solution 1 construction contractor by the Program.

Total DOB: The total Duplication of Benefits applicable to your repair appears on this line and is deducted from your eligible repair estimate. This amount is only the excess DOB remaining after DOB has been subtracted from your reimbursement award, if any.

Total Eligible Repair Award: Your Eligible Repair Award is the repair estimate (with overhead included if you are Solution 2), as determined by the Program, less any remaining excess DOB.

RECONSTRUCTION CALCULATION: LINE-BY-LINE GRANT AWARD DEFINITIONS

Reconstruction Estimate: This line is the total of your living area square footage multiplied by the applicable square foot cost factor, multiplied by 20% overhead for Solution 2 and Solution 3.

Total DOB: The total Duplication of Benefits applicable to your reconstruction appears on this line.

Reconstruction Award: This is the reconstruction estimate, as determined by the Program, less the DOB.

AMOUNT OF HOMEOWNER RESPONSIBILITY

If you selected Solution 1 (Program Managed Rehabilitation/Reconstruction) and have a demonstrated Duplication of Benefits you will be required to escrow all funding above the grant amount, at grant execution.

If you selected Solution 2 (Homeowner-Managed Rehabilitation/Reconstruction or Mobile Home Replacement), you will not be required to escrow funds, but you must instead contribute funds to repair your home. You will be required to first spend personal and/or borrowed funds on your home repair prior to receiving Program grant funds.

The Program has defined specific repair items for both Solution 1 and Solution 2 that are deemed non-essential for occupancy or habitability under the Scope Deferment Policy. The policy allows applicants who cannot fulfill their escrow or homeowner responsibility obligations at the time of grant execution to complete the finishing repairs on their own time. Reference the Scope Deferment Policy section of the RLHP Homeowner Manual for Program rules.

LEAD HAZARD NOTIFICATION

At application you were provided access to the EPA pamphlet entitled “Protect Your Family from Lead in Your Home” that can be found at https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf. If you have not already downloaded a copy of this brochure, please access the link above to obtain a copy for your records.

GREEN BUILDING STANDARDS

The Program’s construction activities will comply with Green Building Standards as described in Federal Register (FR) 5989-N-01. The State of Louisiana has adopted the ENERGY STAR Certified Home standard for projects that were substantially damaged or where reconstruction is required. Homes that were non-substantially damaged (rehabilitation) must apply the HUD CPD Green Building Retrofit Checklist to all work undertaken as a part of the Program.

Under Construction or Contract Prior to Grant approval. For construction projects completed, under construction, or under contract **prior to the date that assistance is approved for the project**, adherence to the applicable standards to the extent feasible is encouraged, but not required. RLHP will include in its construction estimates the necessary materials, products, and labor needed to meet Program-required Green Building Standards. Adherence to the applicable Green Building Standard will be verified at each construction draw inspection. Should an applicant or an applicant’s contractor fail to comply with the applicable Green Building Standard, the work is not eligible for payment under the Program.

Not Under Contract or Construction Prior to Grant approval. Homeowners who have not completed or begun construction or are not under contract for construction services at the time of grant approval **must** comply with the HUD CPD Greenbuilding Retrofit Checklist, as applicable, for rehabilitation projects or the ENERGY STAR Certified Home Standard for

reconstruction projects. If during final inspection it has been determined that non-energy efficiency materials were used in place of the prescribed energy efficiency line items for rehabilitation projects, the RLHP will deduct the value of the prescribed energy efficiency line items from an applicant's final grant award in their entirety. Thus, applicants will not receive funding for any non-energy efficiency materials as observed during final inspection. For reconstruction projects that do not meet the ENERGY STAR Certified Home Standard, the applicant will forfeit the entire amount of the grant.

WHAT TO DO NEXT

You may accept or appeal your award determination, request consultation with your case manager for further explanation of your award, or indicate your intention to withdraw from the Program. You may do this through your online account. If you cannot access your account online, you will need to call the RLHP Call Center or schedule a meeting with your case manager in order to make your selections.

Appeals Procedures for Applicants

If you disagree with how the Program has calculated your award or potential award, with anything contained or omitted in the reimbursement or repair estimate, or with any of the duplication of benefits, you may appeal the decision. You must file your appeal **prior to** executing your grant agreement or by November 02, 2018, whichever occurs first. If this letter was received after October 05, 2018, then an appeal must be filed within thirty (30) days of the date of this letter or prior to execution of the grant agreement, whichever occurs first. In the event a future policy change by the Program would positively impact the amount of your grant award, your grant will be recalculated accordingly and you will have the option to accept and sign a grant agreement with the updated grant award.

If your appeal is to request an adjustment of the repair estimate in Solution 1 or 2 repair awards, the appeal process will include the opportunity for a preconstruction review of the scope of work with your contractor and a request for the Program to consider additional items for inclusion in the estimate.

After you have submitted your appeal, the Program may contact you to submit additional supporting documentation, if necessary and depending upon your individual situation. Such supporting documentation may include items such as property records, photographs, or correspondence from agencies such as FEMA or SBA. You will be notified of the specific additional documentation required.

You may not appeal policies that have been approved and incorporated by the Program, such as the Program's process for assessing the value of materials eligible under the Program. In addition, you are not allowed to appeal the award amount after grant execution. Further, statutory and regulatory requirements/guidelines may not be appealed.

The appeal request can be submitted in one of the following ways:

eGrants: You should access the Appeal Form by selecting the Appeal radio button on the Award Acknowledgement screen within eGrants. The Request for Appeal form will display with Save and Submit buttons. Once you have completed the form, you will need to Submit the form to file an appeal. If you choose to begin the appeal and return later to complete it, you will need to Save the form.

In Person: If you are unable to file an appeal online, you will need to schedule an in-person meeting with your Case manager or choose the Consult radio button on the Award Acknowledgment screen which will allow a Case Manager to file the appeal on your behalf.

IMPORTANT: All available supporting documentation must be submitted with your appeal request.

Regardless of the reason(s) you have filed an appeal, your entire file will undergo a full review. You must be aware that this full file review may result in positive or negative changes to your eligibility status or an increase or decrease in your previous award amount. Such variations in your final award are necessary to ensure that your home is properly repaired and that the Program only pays for work that is necessary and reasonable within Program guidelines. In any instance of a decrease in the actual cost of your repair or reconstruction, the grant award and disbursements will be reduced to reflect the reduction in repair or construction costs.

If you have any questions regarding the Appeal process, please contact our Helpline at 866-735-2001.

ZERO AWARD LETTER



Based on the information you provided to the Restore Louisiana Homeowner Assistance Program (the “Program” or “RLHP”), in connection with your application, the Program has reached a determination of your eligibility and your qualification for an award. We regret to inform you that while you met the requirements for Program eligibility, you did not qualify for an award. The basis for this determination is outlined below.

Pursuant to the “The Robert T. Stafford Disaster Assistance and Emergency Relief Act” (42 U.S.C. 5121, et seq.), individuals cannot receive additional disaster assistance funds if they received enough from other sources to take care of their damage or losses. You received assistance from other sources such as NFIP, SBA, or FEMA, and that assistance exceeds the amount of any potential award from the Program for the 2016 Severe Storms and Flooding. The Program refers to this as a zero dollar award. You can view the calculation by clicking the link “Open Grant Award PDF” within eGrants.

If you disagree with the calculation, please see the sections below entitled “Duplication of Benefits” and “Appeal Procedures for Applicants” to review the information necessary for an appeal of this determination.

UNDERSTANDING THE CALCULATION

In connection with the calculation of your potential award, Program representatives made an inspection of your home and compiled a list of damages that have either already been repaired or that require repair and were potentially eligible to be funded by the Program. Your estimates can be viewed or downloaded from your online account.

These estimates provide the initial basis of your potential award calculation. We also evaluated the sources of funding that have been made available to you by FEMA, SBA, insurance, and other sources for the express purpose of repairing your home. These funds, per federal law, are considered “Duplication of Benefits” or “DOB” and must be deducted from your reimbursement and/or repair estimate values. Federal law forbids the Program from providing a second source of financial assistance for the same repair purpose as funds already made available by FEMA, SBA, insurance, etc.

This letter will explain, in more detail, how we calculated your potential award. Information contained in this letter does not change any Program rules. Program rules contained in the RLHP Homeowner Manual are governing. Please make sure you review and understand current Program policies along with the sample grant agreement(s) located on restore.la.gov.

Your award calculation worksheet consists of seven main sections:

1. Program Information: Describes factors including your household income analysis, Program phase, and your solution selection/qualification.

2. Estimates: Contains the repair estimate to repair your home to Program standards and the reimbursement estimate that values the repairs you have already completed, if any, at the Program-approved rates.

3. Duplication of Benefits: Details compensation you have received to repair your damaged property from other sources such as SBA, FEMA, and insurance proceeds. This will first be deducted from your reimbursement estimate and any excess DOB will then be deducted from your repair estimate. DOB may lead to unfunded awards for which you may need to escrow funds (Solution 1) or spend your own funds (Solution 2) prior to accessing RLHP funds.

4. Reimbursement Calculation: Demonstrates how the reimbursement portion of your award was calculated.

5. Repair Calculation: Demonstrates how the repair portion of your award was calculated.

6. Reconstruction Calculation: Demonstrates how the reconstruction portion of your award was calculated, if applicable.

7. Homeowner Responsibility: Demonstrates how the homeowner responsibility portion of your award was calculated. The amount shown in this section is the amount of money you will need to either place in escrow (Solution 1) or spend prior to accessing any RLHP grant dollars (Solution 2), less any approved deferred scope, if applicable.

PROGRAM INFORMATION

Area Median Income (AMI) Percentage: HUD publishes income tables for specific geographic regions. AMI is the "middle" number of the incomes in the defined geographic area. Your AMI percentage represents how close your income is to your area's median income. Your household's income affects the phase, or order, in which your application and award are processed. HUD's definition of income level is based on AMI percentage as detailed below:

AMI PERCENTAGE	INCOME CLASSIFICATION
80% or below AMI	Low to Moderate Income
Above 80% and up to 120% AMI	Moderate to Middle Income
Above 120% AMI	Middle to High Income

Applicant Phase: The Program uses phases to prioritize assistance to applicants with the most need. Program phases are determined by homeowner and property characteristics. Your initial phase is determined by your survey responses. More detailed descriptions of the phases can be found in the RLHP Homeowner Manual.

ESTIMATES

In connection with the calculation of your potential award, Program damage assessors have made an inspection of your home and have compiled a list of damages to your home that are eligible for repair under Solutions 1 or 2, as well as repairs that have already been completed on your home and which may be eligible for reimbursement under Solution 3. You can view and/or download your estimates from your online account.

If no work has been completed prior to the Damage Assessment, then only a repair estimate is listed in your Award Calculation Detail. If you completed repairs on your home before your Damage Assessment visit, then only a reimbursement estimate is listed in your Award Calculation Detail. Both a reimbursement estimate and a repair estimate would be listed in your Award Calculation if you were partially complete with your home's repairs at the time of your Damage Assessment. The Program also creates a reconstruction estimate for all homes where there are remaining repairs needed. This allows the Program to determine whether it is cost reasonable to repair the home or whether it would be more cost-effective to reconstruct the home.

Overhead will be added to both Solution 2 and Solution 3 estimates. This additional 20% is intended to cover the inherent costs of obtaining and paying a Louisiana licensed residential contractor, as this is the typical charge passed onto the homeowner. Overhead is not added to Solution 1 awards but is still paid on your behalf to the homebuilding contractor.

Square Footage of Home: This line reflects our estimate of the total living area of your home, excluding carports, garages, porches, detached structures and the like.

Reconstruction Estimate: The total allowable living area square footage is multiplied by the applicable square foot cost factor to establish a replacement allowance for your home. We base the applicable square foot unit rate on the cost of replacing your home with a home of modest, standard condition. The Program is not intended to compensate you for replacing a custom or semi-custom home. The applicable square foot unit rate takes into account ownership of your land and only calculates the cost to rebuild at a modest level. Solution 2 and Solution 3 reconstructions will base the final award on the price per square foot cost factor multiplied by the allowed square footage calculation, multiplied by 20% overhead less any Duplication of Benefits calculation, or actual contract cost at grant execution minus any Duplication of Benefits, whichever is less.

Percentage of RLHP Damage: The relative percentage equals your repair estimate divided by your reconstruction estimate, which is multiplied by 100. This is how the Program compares the cost to repair your home versus the cost to reconstruct a modest home of similar square footage.

We use the Percentage of RLHP Damage to choose between the repair estimate and the reconstruction estimate. For applicants who receive both a reconstruction and repair estimate, we determine which cost estimate to use in the award calculation based upon the following:

- If the Percentage of RLHP Damage is less than 80% of the reconstruction amount, we use the repair estimate for calculating the cost of rehabilitation of your home.

- If the Percentage of RLHP Damage is equal to or more than 80% of the reconstruction amount, the reconstruction estimate is used to calculate the cost of reconstruction of the damaged structure.

DUPLICATION OF BENEFITS INFORMATION

You will be required to certify that you have reported all DOB and any monies received both before and since the initial application. If you receive additional DOB after the date you sign your grant agreement, you must notify the Program. You will be required to enter into a subrogation agreement allowing the State to claim any additional DOB up to the grant amount.

FEMA IA: FEMA Individual Assistance (FEMA IA) is the assistance FEMA may have provided for home repairs. The FEMA NEMIS database verified this information. If you can provide documentation demonstrating that the FEMA IA amount provided by the FEMA NEMIS database includes amounts not intended to cover structural loss, we will use the documentation you provide to adjust the FEMA IA payout amount. The documentation you provide must come from FEMA.

National Flood Insurance Program (NFIP) Insurance: Any insurance proceeds paid through NFIP for repair of your structure will be deducted from your award as a DOB.

SBA: Federal law requires that SBA loans for repair of the damaged dwelling be counted as a duplication of benefits only in limited circumstances. See Sec. 11(j)(2) for more information about the SBA DOB policy and exceptions.

Private Insurance: We must deduct all property or casualty insurance payments, including flood, settlement amounts for loss to dwellings from your award as a DOB. Private insurance payments for contents or other expenses do not count as a DOB, and we will not deduct such payments from your award.

Other: Funding received from other sources such as non-profit entities that you received for the same purpose as this grant are considered a DOB.

Total Duplication of Benefits: The Total Duplication of Benefits line sums all the prior lines in this section.

REIMBURSEMENT CALCULATION: LINE-BY-LINE GRANT AWARD DEFINITIONS

Reimbursement Estimate with Overhead: This line includes your reimbursement estimate, as determined by the Program, plus the 20% overhead allowance.

Total DOB: The Total Duplication of Benefits applicable to your reimbursement appears on this line and is deducted from your eligible reimbursement estimate.

Total Eligible Reimbursement Award: Your Total Eligible Reimbursement Award, as determined by the Program, is the reimbursement estimate with Overhead amount less the Total DOB.

REPAIR CALCULATION: LINE-BY-LINE GRANT AWARD DEFINITIONS

Repair Estimate with Overhead: This line includes your repair estimate, as determined by the Program, plus the 20% overhead allowance for Solution 2. No overhead allowance is added to the Solution 1 repair estimate because the overhead is paid directly to the Solution 1 construction contractor by the Program.

Total DOB: The total Duplication of Benefits applicable to your repair appears on this line and is deducted from your eligible repair estimate, as determined by the Program. This amount is only the excess DOB remaining after DOB has been subtracted from your reimbursement award, if any.

Total Eligible Repair Award: Your Eligible Repair Award is the repair estimate (with overhead included if you are Solution 2), as determined by the Program, less any remaining excess DOB.

RECONSTRUCTION CALCULATION: LINE-BY-LINE GRANT AWARD DEFINITIONS

Reconstruction Estimate: This line is the total of your living area square footage, as determined by the Program, multiplied by the applicable square foot price, multiplied by 20% overhead for Solution 2 and Solution 3.

Total DOB: The total Duplication of Benefits applicable to your reconstruction appears on this line.

Reconstruction Award: This is the reconstruction estimate amount, as determined by the Program, less the DOB.

LEAD HAZARD NOTIFICATION

At application you were provided access to the EPA pamphlet entitled “Protect Your Family from Lead in Your Home” that can be found at https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf. If you have not already downloaded a copy of this brochure, please access the link above to obtain a copy for your records.

WHAT TO DO NEXT

You may accept or appeal your award determination, request consultation with your case manager for further explanation of your award, or indicate your intention to withdraw from the Program. You may do this through your online account. If you cannot access your account online, you will need to call the RLHP Call Center or schedule a meeting with your case manager in order to make your selections.

Appeals Procedures for Applicants

If you disagree with how the Program has calculated your award or potential award, with anything contained or omitted in the reimbursement or repair estimate, or with any of the duplication of benefits, you may appeal the decision. You must file your appeal **prior to** executing your grant agreement or by November 02, 2018, whichever occurs first. For award determinations received after October 05, 2018, an appeal must be filed within thirty (30) days of the date of this letter or prior to the execution of the grant agreement, whichever occurs first. If your appeal is to request an adjustment of the repair estimate in Solution 1 or 2 repair awards, the appeal process will include the opportunity for a preconstruction review of the scope of work with your contractor and a request for the Program to consider additional items for inclusion in the estimate. In the event a future policy change by the Program would positively impact the amount of your grant award, your grant will be recalculated accordingly and you will have the option to accept and sign a grant agreement with the updated grant award.

After you have submitted your appeal, the Program may contact you to submit additional supporting documentation, if necessary and depending upon your individual situation. Such supporting documentation may include items such as property records, photographs, or correspondence from agencies such as FEMA or SBA. You will be notified of the specific additional documentation required.

You may not appeal policies that have been approved and incorporated by the Program, such as the Program's process for assessing the value of materials eligible under the Program. In addition, you are not allowed to appeal the award amount after grant execution. Further, statutory and regulatory requirements/guidelines may not be appealed.

The appeal request can be submitted in one of the following ways:

eGrants: You should access the Appeal Form by selecting the Appeal radio button on the Award Acknowledgement screen within eGrants. The Request for Appeal form will display with Save and Submit buttons. Once you have completed the form, you will need to Submit the form to file an appeal. If you choose to begin the appeal and return later to complete it, you will need to Save the form.

In Person: If you are unable to file an appeal online, you will need to schedule an in-person meeting with your Case manager or choose the Consult radio button on the Award Acknowledgement screen which will allow a Case Manager to file the appeal on your behalf.

IMPORTANT: All available supporting documentation must be submitted with your appeal request.

Regardless of the reason(s) you have filed an appeal, your entire file will undergo a full review. You must be aware that this full file review may result in positive or negative changes to your eligibility status or an increase or decrease in your previous award amount. Such variations in your final award are necessary to ensure that your home is properly repaired and that the Program only pays for work that is necessary and reasonable within Program guidelines. In any instance of a decrease in the actual cost of your repair or reconstruction, the grant award and disbursements will be reduced to reflect the reduction in repair or construction costs.

If you have any questions regarding the Appeal process, please contact our Helpline at 866-735-2001.

**STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA HOMEOWNER ASSISTANCE PROGRAM**

SOLUTION 1 - PROGRAM-MANAGED CONSTRUCTION GRANT AGREEMENT

APPLICANT INFORMATION:	
Application Number	
Applicant Name	
Co-Applicant Name (if applicable)	
Damaged Home Address, City, Parish, State, Zip Code (" Damaged Home ")	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
AWARD INFORMATION	
Claimed Flood Event	
Structure Type	
Solution	SOLUTION 1 - PROGRAM-MANAGED CONSTRUCTION
Phase	
Solution 1 Grant Amount	
Applicant Contribution (if applicable)	
GRANT AGREEMENT EXECUTION INFORMATION	
Grant Agreement Execution Date	
Grant Agreement Execution Agent	
RECEIPT OF PROGRAM DOCUMENTATION: By execution of this Agreement, applicant(s) acknowledge receipt of the following Program Documentation which is incorporated herein by reference and confirm	

that the information provided and the representations, warranties, consents and agreements contained in the following documentation are true and correct as of the date hereof:

- Application and all attachments and exhibits.
- Form 4506T - Request for Transcript of Tax Return (if applicable).
- Fraud Acknowledgement.
- Consent and Release of Personal Information.
- Applicant Certifications and Obligations.
- Right of Entry.

PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to confirm the terms and conditions related to applicant(s) receipt of financial assistance for repair or replacement of the Damaged Home resulting from damages caused by the flood events of March and August of 2016 (the "**Floods**"). Funding for this grant comes from the Community Development Block Grant ("**CDBG**") program administered through the U.S. Department of Housing and Urban Development. CDBG funds have been allocated to the State of Louisiana's Office of Community Development ("**OCD**") for its flood recovery program known as the Restore Louisiana Homeowner Assistance Program ("**Program**"). The Program is being managed by the Program Management Contractor on behalf of OCD. Funds are being provided to eligible applicants to the Program. Applicant(s) acknowledge access to, and opportunity to review, the Restore Louisiana Homeowner Assistance Program - Program Manual ("**Manual**") and understand that a full description of the Program and the policies governing the Program are contained in the Manual. The Manual, as may be amended, is incorporated herein by reference. Applicant(s) are bound by all terms and conditions contained in the Manual as if they are fully stated in this Agreement.

SOLUTION AND AWARD CALCULATION: Applicant(s) have selected and have been deemed eligible for Solution 1, Program-Managed Construction assistance from the Program. Under this Solution, the Program Management Contractor will select a homebuilding contractor to perform the work under this Agreement. Based on the information provided by the applicant and reviewed by the Program Management Contractor, the applicant(s) are eligible for the Grant Amount to pay for construction materials and services deemed necessary by the Program inspector(s) to make the Damaged Home habitable. The necessary rehabilitation or reconstruction is priced based on an economy/standard grade of building materials determined by industry software prices and not the price of replacing the Damaged Home or its components with like or similar materials. The work that will be conducted on the Damaged Home is set out in the Repair and/or Reconstruction Estimate ("**Scope of Work**") attached as Exhibit A to this Agreement. The Grant Amount may be limited to a percentage of the cost of the Scope of Work based on Program eligibility policies. The Grant Amount is subject to adjustment based on any Duplication of Benefits received by the applicant(s) (as further described below), regardless of when those benefits are received. Applicant(s) must deposit in escrow all funding necessary to complete construction on the Damaged Home, over and above the grant award, as applicable, up to the value of the repair or reconstruction estimate. This includes amounts necessary due to duplication of benefits. These amounts, as applicable, must be provided on the date of the grant agreement execution meeting for placement into a bank account controlled by the State's Program Management Contractor ("**Escrow Account**").

Applicant(s) have received and consented to the State's calculation of the value of the Scope of Work, less any Duplication of Benefits or deferred scope and required Escrow Account deposit (if any), and the calculation of the final Grant Amount, including any reduction to the applicable eligible percentage, as shown on Exhibit B attached hereto.

Applicant(s) are advised and agree that additional information may be required by the State to determine that the Grant Amount was properly calculated. Applicant(s) should maintain all records, receipts, invoices and other documentation related to any repairs, construction or clean-up of the Damaged Home for no less than seven (7) years from the date of this Agreement. Applicant will provide the documentation to the State if requested. The applicant is subject to audit and future review of documentation that substantiates information provided in the application. The audit may be performed by the State or its representatives or agents, HUD, HUD OIG, and/or the Louisiana Legislative Auditor at any point in time. If applicants are audited after the Grant Agreement Execution, failure to provide information that substantiates information provided in the application may result in recapture of the grant award.

If applicant(s) were also awarded Program funding under Solution 3 (Reimbursement), applicant(s) will execute a separate Grant Agreement governing that award concurrently with execution of this Agreement.

PROHIBITION AGAINST DUPLICATION OF BENEFITS: Any funds already received by the applicant(s) for damage to the Damaged Home as a result of the Flood(s) from FEMA, SBA, insurance companies, nonprofits or any other source must be deducted from applicant(s)' Grant Amount as a duplication of benefits prohibited by federal law ("**Duplication of Benefits**"). Applicant(s) certify that he/she has reported all Duplication of Benefits in his or her initial application and any monies received since the initial application. If the amount deducted from the Grant Amount is less than the Duplication of Benefits actually received by the applicant(s), the grant is subject to reduction or repayment by the applicant(s). In the event that the applicant(s) receive additional Duplication of Benefits after the date of this Agreement, applicant(s) must notify the Program by logging into the web portal and submitting (either electronically or in accordance with the notice provision below) the Notice of Additional Funds form. After receipt of notice of any Duplication of Benefits, the Grant Amount will be reduced by such amount as determined by the State. If the Grant Amount has not been fully disbursed, the amount of the Duplication of Benefits must be deposited into escrow and will be spent on the Damaged Home before any additional Grant Amount is disbursed. If the grant funds have already been fully disbursed, the applicant(s) are required to repay the amount of the Duplication of Benefits to the State. applicant(s) acknowledge entering a subrogation agreement allowing the State to claim any additional Duplication of Benefits up to the amount of the Grant Amount.

DISBURSEMENT OF FUNDS: The funds in the Escrow Account will be disbursed first by the Program Management Contractor. When the funds in the Escrow Account have been fully disbursed, the Grant Amount will be disbursed. All funds will be paid by the State's Program Management Contractor to the Program-designated Homebuilding Contractor during the rehabilitation or reconstruction of the Damaged Home at 50% and 100% completion in accordance with the Program policies and procedures. Applicant(s) will not receive any disbursement of Program funds. The Program Management Contractor has the right to issue payment to the Homebuilding Contractor where a third-party inspector

has determined that work has been completed in accordance with the Scope of Work, regardless of an assertion by applicant(s) that the work has not been completed.

RIGHT OF ACCESS: Upon a determination by the Program Management Contractor that the Scope of Work requires that the Damaged Home be vacant prior to work initiation, applicant(s) agree to vacate and provide access to the Damaged Home no more than thirty (30) days from the Grant Agreement Execution Date. During such 30-day period, applicant(s) will be responsible for vacating the Damaged Home and removing all personal property and furniture from the Damaged Home at his and/or her own expense. The State and its contractors and subcontractors will not be liable for any damaged or missing property that applicant(s) fail to remove or secure. Applicant(s) agree to fully cooperate with all State contractors and subcontractors, including the Homebuilding Contractor, throughout the rehabilitation or reconstruction of the Damaged Home. The right of access and cooperation granted in this section shall be irrevocable from the Grant Agreement Execution Date until the final inspection certifying that all construction activities have been completed and the entire Grant Amount has been disbursed.

REQUIREMENT TO MAINTAIN FLOOD INSURANCE: If the Damaged Home, reconstructed home, or replacement home is located in a Special Flood Hazard Area, any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the applicant. For repairs, the policy to be provided will be based on the total project cost at the time of closing; in the event of a post-closing increase to the total project cost, the applicant may be required to provide an updated policy. In cases of reconstruction projects, the full insurable value of the structure will be based upon the Program's final total project cost, upon which the final disbursement is based. Failure to maintain insurance may result in applicant(s) being ineligible for future disaster relief. Upon the sale or transfer of the property, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property. In the event that the applicant(s) fail to provide such notice, applicant(s) may be liable to the United States for future disaster assistance related to the property.

Evidence that the Damaged Home is covered by any required flood insurance must be provided at the Grant Agreement Execution. In the event the Damaged Home is being reconstructed, evidence must only be provided prior to final payment of grant proceeds. A declaration sheet, ACORD form describing the coverage from the applicant(s) insurance company, or flood insurance application along with paid receipt will be sufficient evidence to satisfy this requirement. If flood coverage is required, but not available due to the disrepair of the Damaged Home, applicant(s) may submit a declination letter from the insurer at the Grant Agreement Execution.

Applicant Initials: _____

CONSENT TO ELECTRONIC TRANSACTION: Applicant(s) acknowledge that electronic records are being collected, maintained, stored and utilized for the Program and that automated agents have been used to determine identification and eligibility for the Program. Applicant(s) consent to the use of electronic records in accordance with the State's security policy and procedure for such records. In order to verify the applicant(s)' identity and eligibility for the Program, the State requires that certain personal information be provided to the State. By accepting the Grant Amount, applicant(s) authorize the State to store and use the information provided by applicant(s) for such purposes, including information from third party reports needed to process the Application and Grant Amount.

SEVERABILITY/CONSTRUCTION: This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana. Any provision of this Agreement found to be prohibited by law or unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other documents referenced herein. This Agreement, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Time is of the essence. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein. This Agreement supersedes all oral agreements or statements between the applicant(s), and the State, its agents, contractors and subcontractors. No handwritten amendments to this Agreement shall be permitted.

NOTICE: Applicant(s) must notify the State if any of the information contained in the application or this Agreement becomes incomplete or incorrect at any time prior to final disbursement of the Grant Amount and completion of the rehabilitation or reconstruction of the Damaged Home. To update any information, applicant(s) may either contact his and/or her case manager or enter such new information in the web portal.

LIABILITY/Appeals: Applicant(s) acknowledge that the Homebuilding Contractor designated by the Program under this Agreement will provide a limited warranty for all work performed on the Damaged Home. Applicant(s) agree that his and/or her only rights in connection with the repair or reconstruction are under the limited warranty provided by the Homebuilding Contractor. Applicant(s) agree not to hold the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors liable for any act or failure to act relating to this Grant.

If applicant(s) attempt to take legal action arising from the grant or the work performed on the Damaged Home against the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors (except the Homebuilding Contractor under the limited warranty), such entity will have the right to recover from applicant(s) the attorneys' fees and other expenses incurred in connection with such action. Applicant(s) further agree to indemnify and hold harmless the State of Louisiana, United States or any other branch or agency of the state or federal government from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims), brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from the Damaged Home.

Applicant(s) acknowledge and agree that they have had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to their application, and at the time applicant(s) execute this Agreement, he and/or she waive any future right to appeal the determinations of eligibility, award amount, results of all inspections, and funding requirements (including Duplication of Benefits calculation and any escrow requirement). From and after the date of this Agreement, all decisions by OCD or its designee are final non-appealable determinations of benefits under the Program.

FRAUD ACKNOWLEDGEMENT: Applicant(s) assert, certify and reaffirm under penalty of perjury that all information in the survey, application, documents provided and documents executed on the Grant Agreement Execution Date are true to the best of his and/or her knowledge and applicant(s) acknowledge that such have been relied on by OCD and the Program Management Contractor to provide disaster assistance. Applicant(s) certify that all damages claimed in connection with applicant(s) application for Grant proceeds were a direct result of the Flood(s), and that applicant(s) have disclosed to OCD all insurance proceeds and other funds received from governmental agencies as compensation for damages as a result of the Flood(s) in the application process. Applicant(s) acknowledge that applicant(s) may be prosecuted by Federal, State and/or local authorities in the event that applicant(s) make or file false, misleading and/or incomplete statements and/or documents. Applicant(s) agree to repay all of the Grant Amount in the event applicant(s) make or file false, misleading and/or incomplete statements and/or documents. Applicant(s) acknowledge notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors and businesses and that the State has provided an Office of Fraud to address such issues.

REPRESENTATIONS CONTINUING: Applicant(s) acknowledge and agree that all of his and/or her representations and information contained in the application remain true and complete as of the date of this Agreement. The Damaged Home has not been transferred, sold or been made subject to any new liens, mortgages or encumbrances after the date of the application. Applicant(s) further certify that he and/or she have not received notice of any default, seizure, or foreclosure of any lien on the Damaged Home. Applicant(s) acknowledge that all owners or people or entities with an interest in the Damaged Home have been identified in the application and are aware of applicant(s) participation in the Program. Applicant(s) acknowledge that any interference by any person who claims to have an interest in the Damaged Home may result in applicant(s) repaying the Grant Amount or otherwise being liable for costs related to those claims. Applicant(s) agree not to transfer the Damaged Home or any interest in the Damaged Home, whether voluntarily or involuntarily, until the rehabilitation or reconstruction to be performed under this Agreement has been completed, as confirmed by a successful Program final inspection.

ENFORCEMENT/VENUE/CHOICE OF LAW: Applicant(s) may be required to remit to the State all Grant Funds in the event that applicant(s) do not comply with terms of this Agreement and the policies and procedures of the Program. This Agreement shall be enforceable, at law or in equity, by the State of Louisiana or the United States of America. Any and all legal action arising under, relating to, or concerning the provisions hereof of this Grant Agreement shall be brought, solely heard, and determined in the venue of the 19th Judicial District Court for the Parish of East Baton Rouge and shall be governed by Louisiana law. The parties expressly agree to WAIVE trial by jury.

SIGNATURES AND ACKNOWLEDGEMENT:

APPLICANT:	CO-APPLICANT:
DATE:	DATE:

EXHIBIT A - SCOPE OF WORK

EXHIBIT B - CALCULATION OF GRANT AMOUNT

Award Calculation Detail	
Reimbursable Expenses – Line-Item Total	
Overhead (20%)	
Total Reimbursement Scope	
Total Duplication of Benefit (DOB)	
FEMA	
SBA	
NFIP	
Private Flood Insurance	
Homeowner's Insurance	
Property Insurance	
Charitable and Other Government Assistance	
Reimbursement Award	
<i>Excess Duplication of Benefits (to be applied towards Repair Costs)</i>	
Estimated Cost of Repairs – Line-Item Total	
Overhead & Profit (20%) [1]	
Total Repair Scope	
<i>Excess Duplication of Benefits</i>	
Repair Award	
Escrow Required [2]	

[1] 20% Overhead only applies to Solutions 2 and 3 and is not included in Solution 1: Program-Managed Construction. For Solution 1, the overhead is paid directly by the Program and is not part of the applicant's award calculation.

[2] Escrow of available DOB will be required once assessed against Reimbursable expenses for Solution 1 applicants.

**STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA HOMEOWNER ASSISTANCE PROGRAM**

SOLUTION 2 - HOMEOWNER-MANAGED CONSTRUCTION GRANT AGREEMENT

APPLICANT INFORMATION:	
Application Number	
Applicant Name	
Co-Applicant Name (if applicable)	
Damaged Home Address, City, Parish, State, Zip Code (" Damaged Home ")	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
AWARD INFORMATION	
Claimed Flood Event	
Structure Type	
Solution	SOLUTION 2 - HOMEOWNER-MANAGED CONSTRUCTION
Phase	
Solution 2 Grant Amount	
Applicant Contribution (if applicable)	
GRANT AGREEMENT EXECUTION INFORMATION	
Grant Agreement Execution Date	
Grant Agreement Execution Agent	
<p>RECEIPT OF PROGRAM DOCUMENTATION: By execution of this Agreement, Applicant(s) acknowledge receipt of the following Program Documentation which is incorporated herein by reference and confirm that the information provided and the representations, warranties, consents and agreements contained in the following documentation are true and correct as of the date hereof:</p> <ul style="list-style-type: none"> • Application and all attachments and exhibits. • Form 4506T - Request for Transcript of Tax Return (if applicable). • Fraud Acknowledgement. 	

- Consent and Release of Personal Information.
- Applicant Certifications and Obligations.
- Right of Entry.

PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to confirm the terms and conditions related to applicant(s) receipt of financial assistance for repair or replacement of the Damaged Home resulting from damages caused by the flood events of March and August of 2016 (the “**Floods**”). Funding for this grant comes from the Community Development Block Grant (“**CDBG**”) program administered through the U.S. Department of Housing and Urban Development. CDBG funds have been allocated to the State of Louisiana's Office of Community Development (“**OCD**”) for its flood recovery program known as the Restore Louisiana Homeowner Assistance Program (“**Program**”). The Program is being managed by the Program Management Contractor on behalf of OCD. Funds are being provided to eligible applicants to the Program. Applicant(s) acknowledge access to and opportunity to review the Restore Louisiana Homeowner Assistance Program - Program Manual (“**Manual**”) and understand that a full description of the Program and the policies governing the Program are contained in the Manual. The Manual, as may be amended, is incorporated herein by reference. Applicant(s) are bound by all terms and conditions contained in the Manual as if they are fully stated in this Agreement.

SOLUTION AND AWARD CALCULATION: Applicant(s) have selected and have been deemed eligible for Solution 2, Homeowner-Managed Construction assistance from the Program. Applicant has selected, or will select, a Louisiana licensed residential contractor (repair or reconstruction projects), or a certified home improvement contractor (repair projects, only), and shall contract directly with such contractor. In the event applicant elects to self-manage the rehabilitation of the Damaged Home, applicant agrees to comply with all licensing and permitting requirements. If the Program inspector determines that the Damaged Home must be rebuilt, applicants may not self-manage reconstruction. Based on the information provided by the applicant and reviewed by the Program Management Contractor, the applicant(s) are eligible for the Grant Amount to pay for construction materials and services deemed necessary by the Program inspector(s) to make the Damaged Home habitable. The necessary rehabilitation or reconstruction is priced based on an economy/standard grade of building materials determined by industry software prices and not the price of replacing the Damaged Home or its components with like or similar materials. The work that will be conducted on the Damaged Home is set out in the Repair and/or Reconstruction Estimate (“**Scope of Work**”) attached as Exhibit A to this Agreement. The Grant Amount is subject to adjustment based on any Duplication of Benefits received by the applicant(s) (as further described below), regardless of when those benefits are received. The Grant Amount may be limited to a percentage of the cost of the Scope of Work based on Program eligibility policies. Applicant(s) have received and consented to the State’s calculation of the value of the Scope of Work, less any Duplication of Benefits or deferred scope, and the calculation of the final Grant Amount, including a reduction to the applicable eligible percentage, as shown on Exhibit B attached hereto. Applicant(s) are responsible for the full costs of any and all change orders made to the construction contract after the date of this Agreement. Construction must begin on or before one hundred eighty (180) days from the Grant Execution Date shown on Page 1.

Applicant(s) are advised and agree that additional information may be required by the State to determine that the Grant Amount was properly calculated. Applicant(s) should maintain all records, receipts, invoices and other documentation related to any repairs, construction, or clean-up of the

Damaged Home for no less than seven (7) years from the date of this Agreement. Applicant will provide the documentation to the State if requested. The applicant is subject to audit and future review of documentation that substantiates information provided in the application. The audit may be performed by the State or its representatives or agents, HUD, HUD OIG, and/or the Louisiana Legislative Auditor at any point in time. If applicants are audited after the Grant Agreement Execution, failure to provide information that substantiates information provided in the application may result in recapture of the grant award.

Applicant is responsible for notifying the Program of any change of his or her designated Louisiana licensed residential contractor (repair or reconstruction projects) or certified home improvement contractor (repair projects, only). Nothing in this Agreement shall be deemed to make the State, the Program Management Contractor, or their contractors or subcontractors a party to the applicant(s) construction contract.

Applicant Initials: _____

If applicant(s) were also awarded Program funding under Solution 3 (Reimbursement), applicant(s) will execute a separate Grant Agreement governing that award concurrently with execution of this Agreement.

PROHIBITION AGAINST DUPLICATION OF BENEFITS: Any funds already received by the applicant(s) for damage to the Damaged Home as a result of the Flood(s) from FEMA, SBA, insurance companies, nonprofits or any other source must be deducted from applicant(s)' Grant Amount as a duplication of benefits prohibited by federal law ("**Duplication of Benefits**"). Applicant(s) certify that he/she has reported all Duplication of Benefits in his/her initial application and any monies received since the initial application. If the amount deducted from the Grant Amount is less than the Duplication of Benefits actually received by the applicant(s), the grant is subject to reduction or repayment by the applicant(s). In the event that the applicant(s) receive additional Duplication of Benefits after the date of this Agreement, applicant(s) must notify the Program by logging into the web portal and submitting (either electronically or in accordance with the notice provision below) the Notice of Additional Funds form. After receipt of notice of any Duplication of Benefits, the Grant Amount will be reduced by such amount as determined by the State. If the Grant Amount has not been fully disbursed, the amount of the Duplication of Benefits must be spent on the rehabilitation or reconstruction of the Damaged Home before any additional Grant Amount is disbursed. If the grant funds have already been fully disbursed, the applicant(s) are required to repay the amount of the Duplication of Benefits to the State. Applicant(s) acknowledge entering a subrogation agreement allowing the State to claim any additional Duplication of Benefits up to the amount of the Grant Amount.

DISBURSEMENT OF FUNDS: Prior to any disbursement of the Grant Amount, if a Duplication of Benefits was calculated, applicants(s) must spend that amount plus the value of any construction upgrades on rehabilitation or reconstruction of the Damaged Home so that the value of the expended funds plus the grant amount equals the amount of the construction contract. When applicant(s) believe the amount of any Duplication of Benefits has been expended on the Damaged Home, he and/or she must

notify the Program (using one of the methods set forth in the Notice paragraph below), and schedule an inspection of the Damaged Home by a Program inspector. Once copies of all required permits have been delivered to the Program and the Program inspector verifies that all Duplication of Benefits have been expended on rehabilitation or reconstruction of the Damaged Home, the Grant Amount will be disbursed jointly to the applicant(s) and his and/or her designated Homebuilding Contractor in several draws during the rehabilitation or reconstruction of the home in accordance with the Program policies and procedures and the construction contract between applicant(s) and his or her Homebuilding Contractor. Applicant(s) shall be responsible for notifying the Program when construction has reached the point where a Program inspector is needed to verify completion required for disbursement of the next draw of Grant proceeds. Once Grant proceeds are being used to fully fund construction draws, no change orders shall be permitted to the construction contract unless such change orders are fully paid for by applicant(s) prior to any additional Grant proceeds being disbursed.

RIGHT OF ACCESS: Applicant(s) agree to fully cooperate with all State contractors and subcontractors throughout the rehabilitation or reconstruction of the Damaged Home. The right of access and cooperation granted in this section shall be irrevocable from the Grant Agreement Execution Date until the final inspection certifying that all construction activities have been completed and the entire Grant Amount has been disbursed.

REQUIREMENT TO MAINTAIN FLOOD INSURANCE: If the Damaged Home, reconstructed home or replacement home is located in a Special Flood Hazard Area, any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the applicant. For repairs, the policy to be provided will be based on the total project cost at the time of closing; in the event of a post-closing increase to the total project cost, the applicant may be required to provide an updated policy. In cases of reconstruction projects, the full insurable value of the structure will be based upon the Program's final total project cost, upon which the final disbursement is based. Failure to maintain insurance may result in applicant(s) being ineligible for future disaster relief. Upon the sale or transfer of the property, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property. In the event that the applicant(s) fail to provide such notice, applicant(s) may be liable to the United States for future disaster assistance related to the property.

Evidence that the Damaged Home is covered by any required flood insurance must be provided at the Grant Agreement Execution. In the event the Damaged Home is being reconstructed, evidence must only be provided prior to final payment of grant proceeds. A declaration sheet, ACORD form describing the coverage from the applicant(s)' insurance company, of flood insurance application along with a paid receipt will be sufficient evidence to satisfy this requirement. If flood coverage is required, but not available due to the disrepair of the Damaged Home, applicant(s) may submit a declination letter from the insurer at Grant Agreement Execution.

Applicant Initials: _____

CONSENT TO ELECTRONIC TRANSACTION: Applicant(s) acknowledge that electronic records are being collected, maintained, stored and utilized for the Program and that automated agents have been used to determine identification and eligibility for the Program. Applicant(s) consent to the use of electronic records in accordance with the State's security policy and procedure for such records. In order to verify the applicant(s)' identity and eligibility for the Program, the State requires that certain personal information be provided to the State. By accepting the Grant Amount, applicant(s) authorize the State to store and use the information provided by applicant(s) for such purposes, including information from third party reports needed to process the Application and Grant Amount.

SEVERABILITY/CONSTRUCTION: This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana. Any provision of this Agreement found to be prohibited by law or unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other documents referenced herein. This Agreement, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Time is of the essence. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein. This Agreement supersedes all oral agreements or statements between the applicant(s), and the State, its agents, contractors and subcontractors. No handwritten amendments to this Agreement shall be permitted.

NOTICE: Applicant(s) must notify the State if any of the information contained in the application or this Agreement becomes incomplete or incorrect at any time prior to final disbursement of the Grant Amount and completion of the rehabilitation or reconstruction of the Damaged Home. To update any information, applicant(s) may either contact his and/or her case manager or enter such new information in the web portal.

LIABILITY/APEALS: Applicant(s) agree not to hold the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors liable for any act or failure to act relating to this Grant.

If applicant(s) attempt to take legal action arising from the grant against the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors, such entity will have the right to recover from applicant(s) the attorneys' fees and other expenses incurred in connection with such action. Applicant(s) further agree to indemnify and hold harmless the State of Louisiana, United States or any other branch or agency of the state or federal government from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims), brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from the Damaged Home.

Applicant(s) acknowledge and agree that they have had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to their application, and at the time applicant(s)

execute this Agreement, he and/or she waive any future right to appeal the determinations of eligibility, award amount, results of all inspections, and funding requirements (including Duplication of Benefits calculation). From and after the date of this Agreement, all decisions by OCD or its designee are final non-appealable determinations of benefits under the Program.

FRAUD ACKNOWLEDGEMENT: Applicant(s) assert, certify and reaffirm under penalty of perjury that all information in the survey, application, documents provided and the documents executed on the Grant Agreement Execution Date are true to the best of his and/or her knowledge and applicant(s) acknowledge that such have been relied on by OCD and the Program Management Contractor to provide disaster assistance. Applicant(s) certify that all damages claimed in connection with applicant(s)' application for Grant proceeds were a direct result of the Flood(s), and that applicant(s) have disclosed to OCD all insurance proceeds and other funds received from governmental agencies as compensation for damages as a result of the Flood(s) in the application process. Applicant(s) acknowledge that applicant(s) may be prosecuted by Federal, State and/or local authorities in the event that applicant(s) make or file false, misleading and/or incomplete statements and/or documents. Applicant(s) agree to repay the Grant Amount in the event applicant(s) make or file false, misleading and/or incomplete statements and/or documents. Applicant(s) acknowledge notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors and businesses and that the State has provided an Office of Fraud to address such issues.

REPRESENTATIONS CONTINUING: Applicant(s) acknowledge and agree that all of his and/or her representations and information contained in the application remain true and complete as of the date of this Agreement. The Damaged Home has not been transferred, sold or been made subject to any new liens, mortgages or encumbrances after the date of the application. Applicant(s) further certify that he and/or she have not received notice of any default, seizure, or foreclosure of any lien on the Damaged Home. Applicant(s) acknowledge that all owners or people or entities with an interest in the Damaged Home have been identified in the application and are aware of applicant(s) participation in the Program. Applicant(s) acknowledge that any interference by any person who claims to have an interest in the Damaged Home may result in applicant(s) repaying the Grant Amount or otherwise being liable for costs related to those claims. Applicant(s) agree not to transfer the Damaged Home or any interest in the Damaged Home, whether voluntarily or involuntarily, until the rehabilitation or reconstruction to be performed under this Agreement has been completed, as confirmed by a successful Program final inspection.

ENFORCEMENT/VENUE/CHOICE OF LAW: Applicant(s) may be required to remit to the State all Grant Funds in the event that applicant(s) do not comply with terms of this Agreement and the policies and procedures of the Program. This Agreement shall be enforceable, at law or in equity, by the State of Louisiana or the United States of America. Any and all legal action arising under, relating to, or concerning the provisions hereof of this Grant Agreement shall be brought, solely heard, and determined in the venue of the 19th Judicial District Court for the Parish of East Baton Rouge and shall be governed by Louisiana law. The parties expressly agree to WAIVE trial by jury.

SIGNATURES AND ACKNOWLEDGEMENT:

APPLICANT:

CO-APPLICANT:

DATE:	DATE:
-------	-------

EXHIBIT A - SCOPE OF WORK

EXHIBIT B - CALCULATION OF GRANT AMOUNT

Award Calculation Detail	
Reimbursable Expenses – Line-Item Total	
Overhead (20%)	
Total Reimbursement Scope	
Total Duplication of Benefit (DOB)	
FEMA	
SBA	
NFIP	
Private Flood Insurance	
Homeowner's Insurance	
Property Insurance	
Charitable and Other Government Assistance	
Reimbursement Award	
<i>Excess Duplication of Benefits (to be applied towards Repair Costs)</i>	
Estimated Cost of Repairs – Line-Item Total	
Overhead (20%) [1]	
Total Repair Scope	
<i>Excess Duplication of Benefits</i>	
Repair Award	
Escrow Required [2]	

[1] 20% Overhead only applies to Solutions 2 and 3 and is not included in Solution 1: Program-Managed Construction. For Solution 1, the overhead is paid directly by the Program and is not part of the applicant's award calculation.

[2] Escrow of available DOB will be required once assessed against Reimbursable expenses for Solution 1 applicants.

**STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA HOMEOWNER PROGRAM**

**SOLUTION 2 – MOBILE HOME/MANUFACTURED HOME REPLACEMENT GRANT
AGREEMENT**

APPLICANT INFORMATION:	
Application Number	
Applicant Name	
Co-Applicant Name (if applicable)	
Location of Damaged Unit: Address, City, Parish, State, Zip Code	
Location of Replacement Unit (if applicable): Address, City, Parish, State, Zip Code	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
AWARD INFORMATION	
Claimed Flood Event	
Structure Type	MOBILE HOME/MANUFACTURED HOME UNIT
Solution	SOLUTION 2 - MANUFACTURED HOME/MOBILE HOME REPLACEMENT
Phase	
Solution 2 Grant Amount	
GRANT AGREEMENT EXECUTION INFORMATION	
Grant Agreement Execution Date	
Grant Agreement Execution Agent	
<p>RECEIPT OF PROGRAM DOCUMENTATION: By execution of this Agreement, Applicant(s) acknowledge receipt of the following Program Documentation which is incorporated herein by reference and confirm that the information provided and the representations, warranties, consents and agreements contained in the following documentation are true and correct as of the date hereof:</p> <ul style="list-style-type: none"> • Application and all attachments and exhibits. 	

- Form 4506T - Request for Transcript of Tax Return (if applicable).
- Fraud Acknowledgement.
- Consent and Release of Personal Information.
- Applicant(s) Certifications and Obligations.
- Right of Entry.

PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to confirm the terms and conditions related to applicant(s) receipt of financial assistance for repair or replacement of the Damaged Home resulting from damages caused by the flood events of March and August of 2016 (the "**Floods**"). Funding for this grant comes from the Community Development Block Grant ("**CDBG**") program administered through the U.S. Department of Housing and Urban Development. CDBG funds have been allocated to the State of Louisiana's Office of Community Development ("**OCD**") for its flood recovery program known as the Restore Louisiana Homeowner Assistance Program ("**Program**"). Funds are being provided to eligible applicants to the Program. The Program is being managed by the Program Management Contractor on behalf of OCD. Applicant(s) acknowledge access to and opportunity to review, the Restore Louisiana Homeowner Assistance Program - Program Manual ("**Manual**") and understand that a full description of the Program and the policies governing the Program are contained in the Manual. The Manual, as may be amended, is incorporated herein by reference. Applicant(s) are bound by all terms and conditions contained in the Manual as if they are fully stated in this Agreement.

SOLUTION AND AWARD CALCULATION: Applicant(s) have selected and have been deemed eligible for Solution 2, Manufactured Home/Mobile Home Replacement assistance from the Program. Applicants under this Solution may elect to replace a damaged Manufactured Home or stick-built home with a new Manufactured Home. Based on the information provided by the applicant(s) and reviewed by the Program Management Contractor, the applicant(s) are eligible to receive the Grant Amount based on the Program's estimate of the costs necessary to remove a Manufactured Home or Mobile Home unit damaged by the Flood(s), replace and install either a new economy/standard single wide Manufactured Home unit or a new economy/standard double wide Manufactured Home unit. The Grant Amount is not based on the value of the damaged mobile home or manufactured home unit, or the cost of a new manufactured home unit of applicant(s)' choosing. The Grant Amount will be based on the lower of the actual cost expended to remove the damaged unit, purchase and install a new manufactured home or the cap established by the Program, whichever is less. Used Manufactured Homes may not be purchased unless under an approved program (such as the FEMA Manufactured Home purchase program). Applicant(s) acknowledge that the Grant Amount is not calculated or intended to be equal to or based on the actual amount spent by the applicant(s) on replacing applicant(s)' actual unit. The Grant Amount is subject to adjustment based on any Duplication of Benefits received by the applicant(s) (as further described below), regardless of when those benefits are received. The Grant Amount may be limited to a percentage of the replacement cost based on Program eligibility policies. Applicant(s) have received and consented to the State's calculation of the value of the manufactured home unit, less any Duplication of Benefits and the calculation of the final Grant Amount, as shown on Exhibit A attached hereto. Applicant(s) are responsible for the full costs of the manufactured home unit above the Grant Amount.

Applicant(s) are advised and agree that additional information may be required by the State to determine that the Grant Amount was properly calculated. Applicant(s) should maintain all records,

receipts, invoices and other documentation related to any repairs, construction or clean-up of the Damaged Home for no less than seven (7) years from the date of this Agreement. Applicant will provide the documentation to the State if requested. The applicant is subject to audit and future review of documentation that substantiates information provided in the application. The audit may be performed by the State or its representatives or agents, HUD, HUD OIG, and/or the Louisiana Legislative Auditor at any point in time. If applicants are audited after the Grant Agreement Execution, failure to provide information that substantiates information provided in the application may result in recapture of the grant award.

PROHIBITION AGAINST DUPLICATION OF BENEFITS: Any funds already received by the applicant(s) for damage to the Damaged Home as a result of the Flood(s) from FEMA, SBA, insurance companies, nonprofits or any other source must be deducted from applicant(s)' Grant Amount as a duplication of benefits prohibited by federal law ("**Duplication of Benefits**"). Applicant(s) certify that he/she has reported all Duplication of Benefits in his or her initial application and any monies received since the initial application. If the amount deducted from the Grant Amount is less than the Duplication of Benefits actually received by the applicant(s), the grant is subject to reduction or repayment by the applicant(s). In the event that the applicant(s) receive additional Duplication of Benefits after the date of this Agreement, Applicant(s) must notify the Program by logging into the web portal and submitting (either electronically or in accordance with the notice provision below), the Notice of Additional Funds form. After receipt of notice of any Duplication of Benefits, the Grant Amount will be reduced by such amount as determined by the State. If the grant funds have already been fully disbursed, the applicant(s) are required to repay the amount of the Duplication of Benefits to the State. Applicant(s) acknowledge entering a subrogation agreement allowing the State to claim any additional Duplication of Benefits up to the amount of the Grant Amount.

DISBURSEMENT OF FUNDS: Prior to disbursement of funds, applicants must provide documentation evidencing the cost of the new unit (including site preparation, demolition and removal of damaged unit, if applicable, delivery, and installation) to the Program. The Grant Amount will be disbursed in accordance with the Program policies and procedures in one lump sum jointly to the manufactured home distributor, seller and/or financier and applicant(s) upon verification by the Program inspector that the replacement manufactured home unit has been delivered and installed. Applicant(s) shall be responsible for notifying the Program when installation of the new manufactured home unit is complete.

REQUIREMENT TO MAINTAIN FLOOD INSURANCE: If the replacement unit is located in a Special Flood Hazard Area, it shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the applicant. Failure to maintain insurance may result in applicant(s) being ineligible for future disaster relief. Upon the sale or transfer of the unit, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on any manufactured home located

on the same property. In the event that the applicant(s) fail to provide such notice, applicant(s) may be liable to the United States for future disaster assistance related to the manufactured home.

Evidence that the replacement unit is covered by any required flood insurance must be provided before the disbursement of grant funding. A declaration sheet, ACORD form describing the coverage from the applicant(s) insurance company, or flood insurance application along with a paid receipt will be sufficient evidence to satisfy this requirement.

Applicant Initials: _____

CONSENT TO ELECTRONIC TRANSACTION: Applicant(s) acknowledge that electronic records are being collected, maintained, stored and utilized for the Program and that automated agents have been used to determine identification and eligibility for the Program. Applicant(s) consent to the use of electronic records in accordance with the State's security policy and procedure for such records. In order to verify the applicant(s)' identity and eligibility for the Program, the State requires that certain personal information be provided to the State. By accepting the Grant Amount, applicant(s) authorize the State to store and use the information provided by applicant(s) for such purposes, including information from third party reports needed to process the Application and Grant Amount.

SEVERABILITY/CONSTRUCTION: This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana. Any provision of this Agreement found to be prohibited by law or unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other documents referenced herein. This Agreement, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Time is of the essence. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein. This Agreement supersedes all oral agreements or statements between the applicant(s), and the State, its agents, contractors and subcontractors. No handwritten amendments to this Agreement shall be permitted.

NOTICE: Applicant(s) must notify the State if any of the information contained in the application or this Agreement becomes incomplete or incorrect at any time prior to final disbursement of the Grant Amount and completion of the rehabilitation or reconstruction of the Damaged Home. To update any information, applicant(s) may either contact his and/or her case manager or enter such new information in the web portal.

LIABILITY/APPEALS: Applicant(s) agree not to hold the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors liable for any act or failure to act relating to this Grant.

If applicant(s) attempt to take legal action arising from the grant against the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors, such entity will have the right to recover from applicant(s) the attorneys' fees and other expenses incurred in connection with such action. Applicant(s) further agree to indemnify and hold

harmless the State of Louisiana, United States or any other branch or agency of the state or federal government from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims), brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from the Damaged Home.

Applicant(s) acknowledge and agree that they have had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to their application, and at the time applicant(s) execute this Agreement, he and/or she waive any future right to appeal the determinations of eligibility, award amount, results of all inspections, and funding requirements (including Duplication of Benefits calculation). From and after the date of this Agreement, all decisions by OCD or its designee are final non-appealable determinations of benefits under the Program.

FRAUD ACKNOWLEDGEMENT: Applicant(s) assert, certify and reaffirm under penalty of perjury that all information in the survey, application, documents provided and the documents executed on the Grant Agreement Execution Date are true to the best of his and/or her knowledge and applicant(s) acknowledge that such have been relied on by OCD and the Program Management Contractor to provide disaster assistance. Applicant(s) certify that all damages claimed in connection with applicant(s)' application for Grant proceeds were a direct result of the Flood(s), and that applicant(s) have disclosed to OCD all insurance proceeds and other funds received from governmental agencies as compensation for damages as a result of the Flood(s) in the application process. Applicant(s) acknowledge that applicant(s) may be prosecuted by Federal, State and/or local authorities in the event that applicant(s) make or file false, misleading and/or incomplete statements and/or documents. Applicant(s) agree to repay the Grant Amount in the event applicant(s) make or file false, misleading and/or incomplete statements and/or documents. Applicant(s) acknowledge notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors and businesses and that the State has provided an Office of Fraud to address such issues.

REPRESENTATIONS CONTINUING: Applicant(s) acknowledge and agree that all of his and/or her representations and information contained in the application remain true and complete as of the date of this Agreement. Applicant(s) certify that he and/or she have not received notice of any default, seizure, or foreclosure of any lien on the Damaged Home. Applicant(s) acknowledge that all owners or people or entities with an interest in the Damaged Home have been identified in the application and are aware of applicant(s) participation in the Program. Applicant(s) acknowledge that any interference by any person who claims to have an interest in the Damaged Home may result in applicant(s) repaying the Grant Amount or otherwise being liable for costs related to those claims.

ENFORCEMENT/VENUE/CHOICE OF LAW: Applicant(s) may be required to remit to the State all Grant Funds in the event that applicant(s) do not comply with terms of this Agreement and the policies and procedures of the Program. This Agreement shall be enforceable, at law or in equity, by the State of Louisiana or the United States of America. Any and all legal action arising under, relating to, or concerning the provisions hereof of this Grant Agreement shall be brought, solely heard, and determined in the venue of the 19th Judicial District Court for the Parish of East Baton Rouge and shall be governed by Louisiana law. The parties expressly agree to WAIVE trial by jury.

SIGNATURES AND ACKNOWLEDGEMENT:

APPLICANT:	CO-APPLICANT:
DATE:	DATE:

EXHIBIT B - CALCULATION OF BENEFITS

Award Calculation Detail	
Reimbursable Expenses – Line-Item Total	
Overhead (20%)	
Total Reimbursement Scope	
Total Duplication of Benefit (DOB)	
FEMA	
SBA	
NFIP	
Private Flood Insurance	
Homeowner's Insurance	
Property Insurance	
Charitable and Other Government Assistance	
Reimbursement Award	
<i>Excess Duplication of Benefits (to be applied towards Repair Costs)</i>	
Estimated Cost of Repairs – Line-Item Total	
Overhead (20%) [1]	
Total Repair Scope	
<i>Excess Duplication of Benefits</i>	
Repair Award	
Escrow Required [2]	

[1] 20% Overhead only applies to Solutions 2 and 3 and is not included in Solution 1: Program-Managed Construction. For Solution 1, the overhead is paid directly by the Program and is not part of the applicant's award calculation.

[2] Escrow of available DOB will be required once assessed against Reimbursable expenses for Solution 1 applicants.

*For manufactured homes, applicant will receive the lesser of the cap (\$45,000 for a single wide unit and \$65,000 for a double wide unit) or the actual amount applicant spent on removing a damaged unit, and purchasing and installing a new unit.

**STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA HOMEOWNER PROGRAM**

SOLUTION 3 – REIMBURSEMENT GRANT AGREEMENT

APPLICANT(S) INFORMATION:	
Application Number	
Applicant(s) Name	
Co-Applicant(s) Name (if applicable)	
Damaged Home Address, City, Parish, State, Zip Code	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
AWARD INFORMATION	
Claimed Flood Event	
Structure Type	
Solution	SOLUTION 3 - REIMBURSEMENT
Phase	
Solution 3 Grant Amount	
GRANT AGREEMENT EXECUTION INFORMATION	
Grant Agreement Execution Date	
Grant Agreement Execution Agent	
RECEIPT OF PROGRAM DOCUMENTATION: By execution of this Agreement, applicant(s) acknowledge receipt of the following Program Documentation which is incorporated herein by reference and confirm that the information provided and the representations, warranties, consents and agreements contained in the following documentation are true and correct as of the date hereof: <ul style="list-style-type: none">• Application and all attachments and exhibits.• Form 4506T - Request for Transcript of Tax Return (if applicable).	

- Fraud Acknowledgement.
- Consent and Release of Personal Information.
- Applicant(s) Certifications and Obligations.
- Right of Entry.

PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to confirm the terms and conditions related to applicant(s) receipt of financial assistance for repair or replacement of the Damaged Home resulting from damages caused by the flood events of March and August of 2016 (the "**Flood(s)**"). Funding for this grant comes from the Community Development Block Grant ("**CDBG**") program administered through the U.S. Department of Housing and Urban Development. CDBG funds have been allocated to the State of Louisiana's Office of Community Development ("**OCD**") for its flood recovery program known as the Restore Louisiana Homeowner Assistance Program ("**Program**"). The Program is being managed by the Program Management Contractor on behalf of OCD. Funds are being provided to eligible applicants to the Program. Applicant(s) acknowledge access to and opportunity to review the Restore Louisiana Homeowner Assistance Program - Program Manual ("**Manual**") and understand that a full description of the Program and the policies governing the Program are contained in the Manual. The Manual, as may be amended, is incorporated herein by reference. Applicant(s) are bound by all terms and conditions contained in the Manual as if they are fully stated in this Agreement.

SOLUTION AND AWARD CALCULATION: Applicant(s) have selected and have been deemed eligible for Solution 3, Reimbursement assistance from the Program. Based on the information provided by the applicant(s) and reviewed by the Program Management Contractor, the applicant(s) are eligible to receive the Grant Amount: (a) (for stick built Damaged Home) to reimburse for construction materials and services deemed necessary by the Program inspector(s) to make the Damaged Home safe, sanitary and decent; or (b) (for damaged mobile homes or manufactured homes) to reimburse for the purchase and placement of a manufactured home based on the lower of the actual cost expended to purchase and install a new manufactured home or the cap established by the Program for replacement of the damaged mobile home or manufactured home. The necessary rehabilitation or reconstruction is priced based on economy/standard grade of building materials determined by industry software prices and not actual expenses incurred by applicant(s). Applicant(s) acknowledge that the reimbursement Grant Amount is not calculated or intended to be equal to or based on the actual amount spent by the applicant(s) on repairs. The inspector's valuation of the work completed and eligible for reimbursement is attached hereto as Exhibit A. The Grant Amount is subject to adjustment based on any Duplication of Benefits received by the applicant(s) (as further described below), regardless of when those benefits are received. The Grant Amount may be limited to a percentage of the cost of the Scope of Work based on Program eligibility policies. In kind services, services performed by the applicant or his or her family, and donated services or materials are not eligible for reimbursement. Applicant(s) have received and consented to the State's calculation of the value of the Scope of Work, less any Duplication of Benefits and the calculation of the final Grant Amount, as shown on Exhibit B attached hereto.

Applicant(s) are advised and agree that additional information may be required by the State to determine that the Grant Amount was properly calculated. Applicant(s) should maintain all records, receipts, invoices and other documentation related to any repairs, construction or clean-up of the Damaged Home for no less than seven (7) years from the date of this Agreement. Applicant will provide the documentation to the State if requested. The applicant is subject to audit and future review of

documentation that substantiates information provided in the application. The audit may be performed by the State or its representatives or agents, HUD, HUD OIG, and/or the Louisiana Legislative Auditor at any point in time. If applicants are audited after the Grant Agreement Execution, failure to provide information that substantiates information provided in the application may result in recapture of the grant award.

If Applicant(s) were also awarded Program funding under Solution 1 or 2 (Program-managed or applicant-managed reconstruction or rehabilitation), applicant(s) will execute a separate Grant Agreement governing that award concurrently with execution of this Agreement.

PROHIBITION AGAINST DUPLICATION OF BENEFITS: Any funds already received by the applicant(s) for damage to the Damaged Home as a result of the Flood(s) from FEMA, SBA, insurance companies, nonprofits or any other source must be deducted from applicant(s)' Grant Amount as a duplication of benefits prohibited by federal law ("**Duplication of Benefits**"). Applicant(s) certify that he/she has reported all Duplication of Benefits in his or her initial application and any monies received since the initial application. If the amount deducted from the Grant Amount is less than the Duplication of Benefits actually received by the applicant(s), the grant is subject to reduction or repayment by the applicant(s). In the event that the applicant(s) receive additional Duplication of Benefits after the date of this Agreement, applicant(s) must notify the Program by logging into the web portal and submitting (either electronically or in accordance with the notice provision below) the Notice of Additional Funds form. After receipt of notice of any Duplication of Benefits, the Grant Amount will be reduced by such amount as determined by the State. If the grant funds have already been disbursed, the applicant(s) are required to repay the amount of the Duplication of Benefits to the State. Applicant(s) acknowledge entering a subrogation agreement allowing the State to claim any additional Duplication of Benefits up to the amount of the Grant Amount.

DISBURSEMENT OF FUNDS: The Grant Amount will be disbursed in one lump sum directly to the applicant(s) in accordance with the Program policies and procedures either (a) at a scheduled Grant Agreement Execution, if the home repairs are complete and applicant(s) are not applying for construction funding under Solution 1 or 2 of the Program, or (b) if applicant(s) have received an award for rehabilitation or reconstruction, at the same time applicant(s) receive final payment under the Solution 1 or 2 Grant Agreement, or (c) for mobile homes or manufactured homes, at the Grant Agreement Execution Date if a new manufactured home has been purchased and installed prior to application.

REQUIREMENT TO MAINTAIN FLOOD INSURANCE: If the Damaged Home, reconstructed home or replacement home is located in a Special Flood Hazard Area, any insurable structure on any part of the property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this Program, the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant execution for the applicant. Failure to maintain insurance may result in applicant(s) being ineligible for future disaster relief. Upon the sale or transfer of the property, applicant(s) will, on or before the date of such transfer, and as part of the documents evidencing such transfer, notify all transferees in writing of the continuing obligation to maintain flood insurance on the property. In the

event that the applicant(s) fail to provide such notice, applicant(s) may be liable to the United States for future disaster assistance related to the property. Evidence that the Damaged Home, reconstructed home or replacement home is covered by any required flood insurance must be provided at the Grant Agreement Execution. A declaration sheet, ACORD form describing the coverage from the applicant(s) insurance company, or flood insurance application along with a paid receipt will be sufficient evidence to satisfy this requirement.

Applicant Initials: _____

CONSENT TO ELECTRONIC TRANSACTION: Applicant(s) acknowledge that electronic records are being collected, maintained, stored and utilized for the Program and that automated agents have been used to determine identification and eligibility for the Program. Applicant(s) consent to the use of electronic records in accordance with the State's security policy and procedure for such records. In order to verify the applicant(s)' identity and eligibility for the Program, the State requires that certain personal information be provided to the State. By accepting the Grant Amount, applicant(s) authorize the State to store and use the information provided by applicant(s) for such purposes, including information from third party reports needed to process the Application and Grant Amount.

SEVERABILITY/CONSTRUCTION: This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana. Any provision of this Agreement found to be prohibited by law or unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other documents referenced herein. This Agreement, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Time is of the essence. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein. This Agreement supersedes all oral agreements or statements between applicant(s), and the State, its agents, contractors and subcontractors. No handwritten amendments to this Agreement shall be permitted.

NOTICE: Applicant(s) must notify the State if any of the information contained in the application or this Agreement becomes incomplete or incorrect as of the date of this Agreement. To update any information, applicant(s) may either contact his and/or her case manager or enter such new information in the web portal.

LIABILITY/APPEALS: Applicant(s) agree not to hold the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors liable for any act or failure to act relating to this Grant. If applicant(s) attempt to take legal action arising from the grant against the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors, such entity will have the right to recover from applicant(s) the attorneys' fees and other expenses incurred in connection with such action. Applicant(s) further agree to indemnify and hold harmless the State of Louisiana, United States or any other branch or agency of the state or federal government from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims), brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from the Damaged Home. If applicant was also

awarded Program funding under Solution 1 or Solution 2, and applicant chose to waive prospective repair work, applicant specifically agrees to indemnify and hold harmless the State of Louisiana, United States, any other branch or agency of the state or federal government, or any of their contractors, agents, or representatives from all losses, claims, damages, liabilities, and costs whatsoever caused by, related to, arising or purportedly arising out of, or from waiver of prospective repair work.

Applicant(s) acknowledge and agree that they have had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to their application, and at the time applicant(s) execute this Agreement, he and/or she waive any future right to appeal the determinations of eligibility, award amount, results of all inspections, and funding requirements (including Duplication of Benefits calculation). From and after the date of this Agreement, all decisions by OCD or its designee are final non-appealable determinations of benefits under the Program.

FRAUD ACKNOWLEDGEMENT: Applicant(s) assert, certify and reaffirm under penalty of perjury that all information in the survey, application, documents provided and documents executed on the Grant Agreement Execution Date are true to the best of his and/or her knowledge and applicant(s) acknowledge that such have been relied on by OCD and the Program Management Contractor to provide disaster assistance. Applicant(s) certify that all damages claimed in connection with Applicant(s) application for Grant proceeds were a direct result of the Flood(s), and that applicant(s) have disclosed to OCD all insurance proceeds and other funds received from governmental agencies as compensation for damages as a result of the Flood(s) in the application process. Applicant(s) acknowledge that applicant(s) may be prosecuted by Federal, State and/or local authorities in the event that applicant(s) make or file false, misleading and/or incomplete statements and/or documents. Applicant(s) agree to repay all of the Grant Amount in the event applicant(s) make or file false, misleading and/or incomplete statements and/or documents. Applicant(s) acknowledge notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors and businesses and that the State has provided an Office of Fraud to address such issues.

REPRESENTATIONS CONTINUING: Applicant(s) acknowledge and agree that all of his and/or her representations and information contained in the application remain true and complete as of the date of this Agreement. The Damaged Home has not been transferred, sold or been made subject to any new liens, mortgages or encumbrances after the date of the application. Applicant(s) further certify that he and/or she have not received notice of any default, seizure, or foreclosure of any lien on the Damaged Home. Applicant(s) acknowledge that all owners or people or entities with an interest in the Damaged Home have been identified in the application and are aware of applicant(s) participation in the Program. Applicant(s) acknowledge that any interference by any person who claims to have an interest in the Damaged Home may result in applicant(s) repaying the Grant Amount or otherwise being liable for costs related to those claims.

ENFORCEMENT/VENUE/CHOICE OF LAW: Applicant(s) may be required to remit to the State all Grant Funds in the event that applicant(s) do not comply with terms of this Agreement and the policies and procedures of the Program. This Agreement shall be enforceable, at law or in equity, by the State of Louisiana or the United States of America. Any and all legal action arising under, relating to, or concerning the provisions hereof of this Grant Agreement shall be brought, solely heard, and

determined in the venue of the 19th Judicial District Court for the Parish of East Baton Rouge and shall be governed by Louisiana law. The parties expressly agree to WAIVE trial by jury.

SIGNATURES AND ACKNOWLEDGEMENT:

APPLICANT:	CO-APPLICANT:
DATE:	DATE:

EXHIBIT A - SCOPE OF WORK

EXHIBIT B - CALCULATION OF BENEFITS

Award Calculation Detail	
Reimbursable Expenses – Line-Item Total	
Overhead (20%)	
Total Reimbursement Scope	
Total Duplication of Benefit (DOB)	
FEMA	
SBA	
NFIP	
Private Flood Insurance	
Homeowner's Insurance	
Property Insurance	
Charitable and Other Government Assistance	
Reimbursement Award	
<i>Excess Duplication of Benefits (to be applied towards Repair Costs)</i>	
Estimated Cost of Repairs – Line-Item Total	
Overhead (20%) [1]	
Total Repair Scope	
<i>Excess Duplication of Benefits</i>	
Repair Award	
Escrow Required [2]	

[1] 20% Overhead only applies to Solutions 2 and 3 and is not included in Solution 1: Program-Managed Construction. For Solution 1, the overhead is paid directly by the Program and is not part of the applicant's award calculation.

[2] Escrow of available DOB will be required once assessed against Reimbursable expenses for Solution 1 applicants.

CHANGE ORDER/HOMEOWNER ACCEPTANCE OF SCOPE CHANGE



Change Order

The Restore Louisiana Homeowner Assistance Program

Homeowner Acceptance of Scope Change

Applicant Number: [REDACTED]

Applicant Name: [REDACTED]

I have had the changes in scope of work explained to me, and understand that by signing below, My Grant award will change. The changes may result in a decrease or an increase in my award depending on the changes to which I agree.

I hereby acknowledge and accept that the changes in scope, as described in the line-item review attached to this signature page.

Applicant Signature _____ Date / /

Contractor Signature _____ Date / /

RELA Representative _____ Date / /

ACKNOWLEDGMENT OF SCOPE DEFERMENT



Estimated Cost of Repairs - Deferment

SAMPLE

The Restore Louisiana Homeowner Assistance Program

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA HOMEOWNER ASSISTANCE PROGRAM

Acknowledgement of Scope Deferment

APPLICANT NAME: [REDACTED] ACCOUNT ID #: [REDACTED]

DAMAGED RESIDENCE ADDRESS: [REDACTED]

I have reviewed my RLHP Estimated Cost of Repairs (ECR) – Deferred report and fully understand that the Program has deferred repair items that are non-essential to occupancy and habitability. I understand that this deferment of scope allows me to complete the indicated repair item(s) at a later date/time at my own expense. Subsequently, my current RLHP Homeowner Responsibility or Escrow amount required has been reduced or eliminated and construction may begin on my home, pending the submission of any remaining Homeowner Responsibility or Escrow funds.

I fully understand and accept all obligations in connection with the completion of the deferred scope items. I am aware that the Program will not perform a final inspection on the deferred scope items.

Total Deferment: [REDACTED]

Applicant Signature _____

Date Signed _____

Print Name _____

RLHP CTA Signature _____

Date Signed _____

Appendix B: Application Forms

- Fraud Acknowledgment regarding False and Misleading Statements
- Right of Entry
- Consent and Release of Information
- Federal Form 4506T Request for Tax Transcripts

Fraud Acknowledgment Regarding False or Misleading Statements

NOTICE: Applicant(s) is/are hereby notified that intentionally or knowingly making a materially false or misleading written statement relating to the Program could result in ineligibility for benefits, action to recover any Program benefits paid to or on behalf of applicant(s), and/or a referral to criminal law enforcement.

Applicant(s) represent(s) that all statements and representations made by applicant(s) regarding any other disaster recovery funding received by applicant(s) have been and shall be true and correct.

Applicant(s) hereby represents that the applicant(s) has/have received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain Program benefits.

In any proceeding to enforce this Grant Agreement, the State shall be entitled to recover all costs of enforcement, including actual attorney's fees.

RIGHT OF ENTRY (ROE) PERMIT

The undersigned, ("applicant"), hereby unconditionally authorizes the State/Program, and their respective assigns, employees, agents, and contractors (collectively, the "Assistance Providers") to have the right of access and to enter in and onto the property described above ("the Property") for the purpose of performing inspections and/or construction activities resulting from the declared flooding March 2016 (Disaster Number/DR-4263) and August 2016 (Disaster Number/DR-4277) for purposes of participating in the Program. It is fully understood that this Right of Entry Permit (ROE) does not create any obligation on the part of the Assistance Providers to perform inspections or undertake construction activities on the Property. Applicant understands that no inspection or construction activities will be performed until this form is signed.

1. **Term:** The ROE shall expire at termination of the Grant Agreement unless cancelled by either party prior to the termination of the Grant Agreement according to the terms herein.
2. **Inspection and Construction Activities Authorized:** The ROE authorizes inspection and construction activities on the Property. Applicant understands that the Assistance Providers shall, in their sole discretion, determine the extent of the damage to the Property and the Scope of Work to be conducted by contractors under the Grant Agreement. If applicant disagrees with the nature or extent of proposed actions, applicant may refuse any additional work and cancel this ROE at any time by written request to terminate.
3. **Site Ready, No Interference and Removal of Obstructions.** Upon the signing of this Agreement, applicant will remove all personal property and valuables such as furniture, jewelry, heirlooms and cash from the Property ("personal property") prior to the commencement of construction. Applicant also agrees to cooperate with the State/Program/Assistance Providers and will not interfere with inspection and construction activities on the Property. To the extent that there are debris, refuse, garbage or other obstructions located on the property that will interfere with inspection or construction activities, applicant agrees to remove such items at their own expense within ten (10) days of the date of written notice by the State/Program/Assistance Providers requesting removal.
4. **Assistance Providers Held Harmless:** The applicant acknowledges that the Government's decisions on whether, when, where, and how to provide disaster relief to applicant's property are discretionary functions. Assistance Providers shall not be liable for any claim based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of any agency or an employee of any agency in carrying out inspections or construction activities related to the Program. Additionally, the undersigned will indemnify and hold harmless all Assistance Providers listed above for any and all liability, loss, damage, or destruction of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all liability, claims, demands, damages, injuries, losses, penalties, fines, costs, causes of action, judgments, expenses, as well as any and all actions, either legal or equitable, which the undersigned has, or that might arise, of any nature whatsoever and by whomever made, or may have, by reason of or incident to any action of aforesaid Assistance Providers taken to accomplish the aforementioned purpose. The applicant agrees that the State of Louisiana, along with its contractors, in accordance with LA RS 29:735, are indemnified and will be held harmless from any death of or any injury to persons or damage to property as a result of actions taken pursuant to the Program.

5. Miscellaneous:

- a. Applicant represents and warrants that applicant has full power and authority to execute and fully perform applicant's obligations under this ROE. Applicant also represents and warrants that he/she is authorized to act on behalf of anyone who might otherwise have an interest in the Property.
 - b. This ROE includes the right of ingress and egress on other lands of the applicant not described above, provided such ingress and egress is necessary and access to the Property is not otherwise conveniently available to the Assistance Providers. All tools, equipment, and other property taken upon or placed upon the property by the Assistance Providers shall remain the property of the Assistance Providers and may be removed by the Assistance Providers at any time within a reasonable period after the expiration of this ROE, if necessary.
 - c. Applicant understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to legal addition, and the applicant understands that any individual who fraudulently or willfully misstates any fact in connection with this ROE shall be subject to a repayment of funds to the State of Louisiana.
6. **Privacy Act Statement:** The Property Applicant/Applicant's Authorized Legal Representative acknowledge(s) that information submitted will be shared with other government agencies, federal and nonfederal, and contractors, their subcontractors and employees for purposes of disaster relief management and for the objectives of this Right of Entry.

Consent and Release of Personal Information

Applicant(s) acknowledges/acknowledge that previous or current personal information may be necessary to process applicant(s)'s grant application and to calculate Grant Amount. Verifications and inquiries that may be requested include, but are not limited to: personal identity, insurance claim information, bank and financial records, tax returns, employment, property records, income and assets. Applicant(s) hereby consents/consent and authorizes/authorize the State/Program, its agents, contractors and assigns (collectively the "State/Program") to request, access, review, disclose, release and share personal information – including any private or confidential information which is not subject to public disclosure but is necessary to process the application and Grant Amount. Applicant(s) further acknowledges/acknowledge that any party disclosing information to the State/Program is not responsible for any negligent misrepresentation or omission, and applicant(s) agrees/agree to hold such parties harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs (including reasonable attorneys' fees and disbursements), arising from or in any way relating to their disclosure. Applicant(s) further acknowledges/acknowledge that the information gathered may be released to any other governing agency responsible for auditing the State/Program including, but not limited to the Department of Housing and Urban Development (HUD) or the Office of Inspector General (OIG).

Privacy Policy

The applicant(s) acknowledges/acknowledge that he/she has/have received and reviewed the State/Program's privacy policy as it relates to the applicant(s)'s personal information and the applicant(s)'s right to privacy. The State/Program's ability to access the applicant(s)'s personal information is a condition of participation in Program.

Federal Form 4506T Request for Tax Transcripts

Form 4506-T (Rev. September 2015) Department of the Treasury Internal Revenue Service	Request for Transcript of Tax Return <p>▶ Do not sign this form unless all applicable lines have been completed.</p> <p>▶ Request may be rejected if the form is incomplete or illegible.</p> <p>▶ For more information about Form 4506-T, visit www.irs.gov/form4506t.</p>	OMB No. 1545-1872
---	--	-------------------

Tip: Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first. 	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return. 	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions) 	
4 Previous address shown on the last return filed if different from line 3 (see instructions) 	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. 	

Caution: If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶

a Return Transcript , which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days.	<input type="checkbox"/>
b Account Transcript , which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days.	<input type="checkbox"/>
c Record of Account , which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days.	<input type="checkbox"/>

7 Verification of Nonfiling, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days. ☐

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days. ☐

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto;"></div>
---	---	---	---

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note:** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

☐ Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-T. See instructions.

<p>Sign Here</p> <p>Signature (see instructions) _____ Date _____</p> <p>Title (if line 1a above is a corporation, partnership, estate, or trust) _____</p> <p>Spouse's signature _____ Date _____</p>	<p>Phone number of taxpayer on line 1a or 2a _____</p>
---	--

For Privacy Act and Paperwork Reduction Act Notice, see page 2. Cat. No. 37667N **Form 4506-T** (Rev. 9-2015)

Appendix C: Subrogation Agreement

RLHP SUBROGATION AGREEMENT

In consideration of the receipt by the undersigned applicant(s) of the Grant Amount under the Restore Louisiana Homeowner Assistance Program (the “**Program**”) being administered by the State of Louisiana, Division of Administration, Office of Community Development (the “**State**”), the applicant(s) hereby assigns to the State all of his and/or her future rights to reimbursement and all payments which may be received under any Federal Emergency Management Agency (“**FEMA**”) program, Small Business Administration (“**SBA**”) program, policy of flood, casualty or property damage insurance, nonprofit donations or grants, or any other funding, or from claims or causes of action applicant may have (“**Proceeds**”) related to physical damage to the Damaged Home (not including contents) caused by the Flood(s) that have not previously been included in the calculation of the Grant Amount. (Capitalized terms shall have the meanings given to them in the Grant Agreement(s) governing the Grant Amount executed by applicant(s) on the same day as this Subrogation Agreement (“**Agreement**”).

The State’s rights under this Agreement regarding Proceeds shall be subject to the following:

- A. If Proceeds are received by the applicant between the date of this Agreement and the date of the first disbursement of the Grant Amount, then the State shall re-calculate the Grant Amount by including such as a Duplication of Benefits in the grant calculation, and the State shall not have any right to receipt of such Proceeds, but the Grant Amount may be reduced.
- B. If Proceeds are received by the applicant after the date of the first disbursement of the Grant Amount, but before the final disbursement, then the applicant(s) must repay the State the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total Grant Amount that would have been made if such Proceeds had been included in the State’s original Grant calculation.
- C. If Proceeds are received by the applicant after the date of the final disbursement of the Grant Amount, then the applicant(s) must turn over to the State the total amount of the Proceeds up to, but not exceeding, the Grant Amount.

Notwithstanding the foregoing, if Proceeds are received while the applicant(s) are in default under the Program, then the State can recover the amount of Proceeds up to the Grant Amount disbursed.

Applicant(s) agree to assist and cooperate with the State should the State elect to pursue any of the claims the applicant has or may have against any insurers for reimbursement under any policies insuring the Damaged Home or against others for physical damage to the Damaged Home. The applicant(s) assistance and cooperation shall include allowing suit to be brought in the name(s) of the applicant(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the State.

If requested by the State, the applicant(s) agree to execute such further and additional documents and instruments as may be requested to further and better assign to the State the Proceeds or any insurance policies and/or any rights thereunder as contemplated by this Agreement, and to take, or cause

to be taken, all actions and to do, or cause to be done, all things requested by the State to consummate and make effective the purposes of this Agreement.

Applicant(s) agrees that any lawyer or claims adjuster representing the applicants in connection with Damaged Home are authorized and instructed to communicate with the State regarding the nature and status of claims and to share information with the State relating to the claims. The lawyer and claims professional shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the applicant(s) (or any lender holding a lien on the Damaged Home) hereafter receive any Proceeds for physical damage to the Damaged Home (not including contents), the applicant(s) agree to promptly pay such Proceeds to the State in accordance with the terms of this Agreement.

The applicant(s) acknowledge that this Agreement does not impair the rights of the applicant(s) mortgage lender as loss-payee under any deed of trust or mortgage on the Damaged Home.

In any proceeding to enforce this Agreement, the State shall be entitled to recover all costs of enforcement, including actual attorneys' fees.

This Agreement is executed as of the _____ day of _____, 201____.

Applicant Signature

Applicant Signature

Printed Name

Printed Name

Appendix D: Green Building Standards

- GREEN BUILDING STANDARDS GUIDANCE FLYER
- REHABILITATION: GREEN BUILDING STANDARD CERTIFICATION
- RECONSTRUCTION: ENERGY STAR CERTIFIED HOME CERTIFICATION

GREEN BUILDING GUIDANCE DOCUMENT



RESTORE LOUISIANA HOMEOWNER ASSISTANCE PROGRAM GREEN BUILDING DETAILS

The Program's construction activities will comply with Green Building Standards as described in Federal Register (FR) 5989-N-01. The State of Louisiana has adopted the ENERGY STAR Certified Home standard for projects that were substantially damaged or where reconstruction is required. Homes that were non-substantially damaged must apply the HUD CPD Green Building Retrofit Checklist to all work undertaken as a part of the program.



» IF YOU HAVE STARTED CONSTRUCTION

For construction projects completed, under construction, or under contract prior to the date that assistance is approved for the project, adherence to the applicable standards to the extent feasible is encouraged, but not required. The Program will include in its construction estimates the necessary materials, products, and labor needed to meet Program-required Green Building Standards. The Program will ensure that work performed by a Solution 1 contractor after the date of the damage assessment complies with the Program's Green Building Standards where applicable.



» IF YOU HAVEN'T STARTED CONSTRUCTION

Adherence to the applicable Green Building Standards will be verified at each construction progress inspection. Should an applicant or an applicant's contractor fail to comply with the applicable Green Building Standards, the work is not eligible for payment under the program. The applicant will be instructed by the Program as to whether the Green Building Retrofit Checklist (rehabilitation) or ENERGY STAR guidelines (reconstruction) will be required for construction activities. The applicant is required to incorporate either of these energy efficient items within their construction project. The Estimated Cost of Repair (ECR) report lists approved line items of scope to comply with the Green Building Standards.

- Solution 1 reconstruction plans and specifications will be compliant with the ENERGY STAR requirements.
- Solution 2 reconstruction plans and specifications used by an applicant must also meet ENERGY STAR requirements and the cost of these measures has been included in the pre-determined Program cap for reconstruction cost per square foot.

If during final inspection it is determined that non-energy efficient materials were used in place of prescribed energy efficient line items, the Program will deduct the entire value of the prescribed energy efficient line items from an applicant's final grant award. Thus, applicants will not receive funding for any non-energy efficient materials as observed during final inspection.



FOR MORE INFORMATION, PLEASE VISIT THE FOLLOWING LINKS:

Energy Star Website:	https://www.energystar.gov/
Green Building Retrofit Checklist:	https://www.hudexchange.info/your/cd/1689/guidance-on-the-cpd-green-building-checklist/



Restore LA supports Fair Housing/
Equal Employment Opportunity/
ADA Accessibility



HOW CAN GREEN BUILDING HELP YOU?

SAVES YOU MONEY



- **Upfront investment in green building makes properties more valuable**, with an average expected increase in value of 4 percent. Green retrofit projects are generally expected to pay for themselves in just seven years.
- **Green buildings reduce day-to-day costs year-over-year**. In addition to reducing utility bills, an energy-efficient home may save some costs during construction and will ultimately provide you with a more comfortable home.

KEEPS YOU HEALTHY



- The EPA estimates that indoor air pollution may be 2 to 5 times worse, and sometimes more than 100 times worse, than outdoor air quality.
- **Green buildings incorporate healthy ventilation systems and use of non-toxic building materials.**

HELPS THE ENVIRONMENT



- Buildings are positioned to have an enormous impact on the environment and climate change. At 41 percent of total U.S. energy consumption, **buildings out-consume the industrial (30 percent) and transportation (29 percent) sectors.**
- Retrofitting one out of every 100 American homes with water-efficient fixtures could avoid about 80,000 tons of greenhouse gas emissions, **which is the equivalent of removing 15,000 cars from the road for one year.**

SOURCE: USGBC "Benefits of Green Building" (<https://www.usgbc.org/articles/green-building-facts>)
Infographic made by French & Co. www.FrenchCo.com

GREEN BUILDING RETROFIT CHECKLIST CERTIFICATION

[REHABILITATION]



WHAT IS THE GREEN BUILDING RETROFIT CHECKLIST?

For homes being rehabilitated, the HUD Green Building Retrofit Checklist (GBR Checklist) is a Federal construction standard requiring that work performed when receiving Federal funds must meet certain energy efficiency and indoor air quality standards. The GBR Checklist standard does not apply to reconstruction projects. This standard impacts homeowners in the following circumstances:

If you are under contract or have started construction prior to grant signing, you are not required to meet the GBR Checklist standard.

- However, you are encouraged to use the GBR Checklist to ensure your remaining construction is built to energy efficiency and health standards, to the extent feasible.
 - * Remember: Your Estimated Cost of Repairs (ECR) report for remaining construction was written to the specifications of the GBR Checklist.

If you execute your construction contract after signing your grant award, ALL construction must be built to the GBR Checklist requirements.

- Any work completed prior to the time you signed your grant does not have to meet GBR Checklist standards.
- Use the GBR Checklist to ensure your construction is built to energy efficient and healthy standards.
- At the Final Inspection, a program inspector will complete the GBR Checklist.
- Any items in your house that are not being repaired or replaced during construction do NOT need to meet GBR Checklist requirements.

PRIOR TO STARTING ANY FURTHER CONSTRUCTION WITH YOUR CONTRACTOR:

1. The homeowner signs this certification acknowledging they understand the requirements.
2. **SOLUTION 1: Program-Managed** - Our contractors complete the work in conformance with Green Building Standards (GBS) and our inspector completes the GBR Checklist.
3. **SOLUTION 2: Homeowner-Managed** - 1) The homeowner informs the contractor that they must comply with GBS. 2) The homeowner's contractor completes the work in conformance with GBS. 3) The homeowner obtains proof of conforming building materials used. 4) The Program inspector completes the GBR Checklist.

By signing below, I certify that I have read and acknowledge my obligation to comply with the above mentioned Green Building Checklist Standards where applicable:

SIGNATURE _____ DATE _____



Restore LA supports Fair Housing/
Equal Employment Opportunity/
ADA Accessibility



ENERGY STAR CERTIFIED HOME CHECKLIST CERTIFICATION

(RECONSTRUCTION)



WHAT IS THE ENERGY STAR CERTIFIED HOME STANDARD?

For homes being reconstructed (i.e. new house being built), the Federal government requires that certain energy efficiency standards must be met. ENERGY STAR Certified Home standards do not apply to rehabilitation projects. To determine what standards apply to your reconstruction, please reference the information below:

If you signed a contract with a contractor to reconstruct your home after signing your grant award, then your new home must be built to ENERGY STAR Certified Home standards:

- To demonstrate compliance with this requirement, you must have an accredited Home Energy Rating System (HERS) rater, or other EPA approved verifier, complete and sign off on your ENERGY STAR Plan Review Checklist Version 3.0. Search for a HERS rater here: https://www.energystar.gov/index.cfm?fuseaction=new_homes_partners.showStateResults&cs_code=LA&show=all
- The Checklist explicitly specifies energy efficiency features and construction details that demonstrate compliance with ENERGY STAR Certified Home standards.
- The signed Checklist must be submitted to your Construction Technical Advisor (CTA) whenever you request your first inspection.
- You can find a copy of the Checklist by visiting: http://www.energystar.gov/ia/partners/bldrs_lenders_raters/downloads/DTEV3.pdf?a728-8db5

If you signed a contract with your contractor to reconstruct your home before signing your grant award, then your new home does not need to be built to ENERGY STAR Certified Home standards:

- However, you are encouraged to incorporate energy efficiency improvements for any remaining construction, to the extent feasible.
- You can use the Green Building Retrofit Checklist Certification as a guide to ensure materials installed in your home meet energy efficiency and indoor air quality product specifications.

If you are required to build to ENERGY STAR Certified Home standards, please review these tips for meeting the required energy efficiency standards:

WHEN DESIGNING YOUR HOME:

- Include energy efficiency upgrades from the beginning. These include upgrades in energy efficient lighting, right-sized equipment, higher insulation levels, etc.
- Speak with your architect/engineer about the checklist items before plans are drawn and have the Energy Star Checklist reviewed and signed by a certified professional.
- Have your construction team visit www.energystar.gov for additional guidance regarding ENERGY STAR Certified Home standards.

YOU SHOULD PROVIDE THE FOLLOWING AT THE FINAL INSPECTION:

1. A copy of the Energy Star Plan Review Checklist (if contract was signed after grant award)
2. Copies of appliance/equipment manufacturer's labels (collect from installer(s) and have on hand)
3. Construction photos of the thermal barriers/air-sealing around windows, the insulation in the walls prior to installing drywall, insulation around pipes, etc. (either hard copy photos or a CD of digital photos from your contractor).

By signing below, I certify that I have read and acknowledge my obligation to comply with the above mentioned standards where applicable:

SIGNATURE _____ DATE _____



Restore LA supports Fair Housing/
Equal Employment Opportunity/
ADA Accessibility



Appendix E: Program Price List

2017 Price List

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

Item	Description	Unit	Unit Price
ACTAV	Acoustic ceiling tile - REMOVE ONLY	SF	\$ 0.53
ACTSG2	Suspended ceiling grid - 2' x 2' - REMOVE ONLY	SF	\$ 0.18
ACTST2-	Suspended ceiling tile - Standard grade - 2' x 2' - REMOVE ONLY	SF	\$ 0.20
APPCT-	Cooktop - electric - Standard grade (EnergyStar)	EA	\$ 392.99
APPDRYE-	Dryer - Electric - Standard grade (EnergyStar)	EA	\$ 596.80
APPDRYG-	Dryer - Gas - Standard grade (EnergyStar)	EA	\$ 766.82
APPDW-	Dishwasher - Standard grade (EnergyStar)	EA	\$ 471.63
APPGD-	Garbage disposer - Standard grade (EnergyStar)	EA	\$ 199.02
APPHD-	Range hood - Standard grade (EnergyStar)	EA	\$ 143.91
APPMWS-	Microwave oven - Standard grade (EnergyStar)	EA	\$ 298.56
APPOVB-	Built-in oven - Standard grade (EnergyStar)	EA	\$ 244.14
APPOVBID-	Built-in double oven - Standard grade (EnergyStar)	EA	\$ 244.14
APPRF15-	Refrigerator - top freezer - 18 to 22cf - Std grade (EnergyStar)	EA	\$ 646.35
APPRG-	Range - freestanding - electric - Standard grade (EnergyStar)	EA	\$ 517.60
APPRGG-	Range - freestanding - gas - Standard grade (EnergyStar)	EA	\$ 639.82
APPWAST-	Washer/Washing Machine - Top-loading - Standard grade (EnergyStar)	EA	\$ 531.20
AWNPOSTS	Post - Steel Tube	LF	\$ 14.56
CABCTPF-	Countertop - post formed plastic laminate - Standard grade	LF	\$ 30.92
CABFH-	Cabinetry - full height unit - Standard grade	LF	\$ 170.22
CABLOW-	Cabinetry - lower (base) units - Standard grade	LF	\$ 129.37
CABMC-	Medicine cabinet - Standard grade	EA	\$ 106.41
CABUP-	Cabinetry - upper (wall) units - Standard grade	LF	\$ 102.05
CABVAN-	Vanity - Standard grade	LF	\$ 107.66
CLNFINALR	Final cleaning - construction - Residential	SF	\$ 0.21
CLNPWASH	Clean with pressure/chemical spray	SF	\$ 0.27
CNCCS	Concrete sealer - brush or spray applied	SF	\$ 0.71
CNCFTG	Footings - labor & materials - Reinforced	CY	\$ 473.76
CNCFW	Concrete wall - labor & materials - Reinforced	CY	\$ 509.31
CNCKNEE	Concrete kneewalls - 6" wall	SF	\$ 21.61
CNCPIER	Concrete pier or footing with post anchor	EA	\$ 92.45
CNCPIERDCY	Deck pier or footing	CY	\$ 112.35
CNCPILE	Concrete Piles - 18" diameter	LF	\$ 55.23
CNCPILE<	Concrete Piles - 12" diameter	LF	\$ 41.67
CNCPILE>	Concrete Piles - 24" diameter	LF	\$ 92.66
CNCPSTA6	Post anchor - 6"	EA	\$ 26.72
CNCSL4	Concrete slab on grade - 4" - finished in place	SF	\$ 5.70
CNCSL6	Concrete slab on grade - 6" - finished in place	SF	\$ 7.80
CNCSUREM	Concrete slab reinforcement - 6" x 6", #10 wire mesh	SF	\$ 0.74
CNCSTPC1	Precast steps - concrete - 1 to 2 risers - 4' wide	EA	\$ 693.84
CNCSTPC3	Precast steps - concrete - 3 to 4 risers - 4' wide	EA	\$ 899.01
CNCTUBE16	Spiral wound fiberboard tube - 16"	LF	\$ 17.83
CONROOM	Contents - move out then reset	EA	\$ 45.70
CONROOM<	Contents - move out then reset - Small room	EA	\$ 34.30
CONROOM>	Contents - move out then reset - Large room	EA	\$ 66.54
CONROOM>	Contents - move out then reset - Extra large room	EA	\$ 137.09
CONSTOPM	Job-site moving/storage container - 20' long - per month	MO	\$ 185.01
CONSTOPMD	Job-site moving container - pick up/del. (ea. way) 12'-20'	EA	\$ 87.75
DMDUMP	Dumpster load - Approx. 20 yards, 4 tons of debris	EA	\$ 460.00
DMDUMP>	Dumpster load - Approx. 30 yards, 5-7 tons of debris	EA	\$ 525.00
DMOH	Demolish/remove home (1001 sf - 2000 sf)	SF	\$ 3.20
DMOMASKFL	Floor protection - self-adhesive plastic film	SF	\$ 0.43
DORAV-	Interior door unit - Standard grade	EA	\$ 147.59
DORBF-	Bifold door set - lauan/mahogany - Double	EA	\$ 174.46
DORBF<-	Bifold door - lauan/mahogany - Single	EA	\$ 91.66
DORBP-	Bypass (sliding) door set - lauan/mahogany	EA	\$ 138.16
DORLVR	Interior door - full louvered - pre-hung unit	EA	\$ 267.66

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

Item	Description	Unit	Unit Price
DORMAHD	Interior double door - lauan/mahogany - pre-hung unit	EA	\$216.45
DOROH18-	Overhead door & hardware - 18' x 7' - Standard grade	EA	\$326.02
DOROH18+	Overhead door & hardware - 18' x 7' - Standard grade	EA	\$ 993.22
DOROH9-	Overhead door & hardware - 9' x 7' - Standard grade	EA	\$ 560.06
DORPKT-	Pocket door unit - lauan/mahogany	EA	\$237.39
DORSTRMD-	Storm door assembly - Standard grade	EA	\$188.12
DORX--	Exterior door - metal - insulated - Standard grade	EA	\$229.07
DORXRETRO	Additional charge for a retrofit exterior door	EA	\$128.12
DORXRETROC	Additional charge to cut down an exterior door	EA	\$108.78
DORXSLT	Exterior door sidelite - sidelite only	EA	\$ 343.65
DRY1/2	1/2" drywall - hung, taped, floated, ready for paint - Replacement (use for drywall, plaster and paneling)	SF	\$1.70
DRY1/2-	1/2" drywall - hung, taped, ready for texture	SF	\$ 1.88
DRY1/2H	1/2" drywall - hung only (no tape or finish)	SF	\$ 1.40
DRY1/2R	1/2" drywall - Removal	SF	\$0.37
DRY1/2TF	Tape, float and make ready for paint already hung drywall	SF	\$0.65
DRY1/2WR	1/2" water rock (greenboard) hung, taped, floated, ready for paint	SF	\$1.99
DRY5/8C	5/8" drywall - type C - hung, taped, light texture	SF	\$ 2.20
DRYAC	Acoustic ceiling (popcorn) texture - Ceiling Only	SF	\$ 0.69
DRYMASKSF	Mask per square foot for drywall or plaster work	SF	\$0.17
DRYMNRP	Drywall Repair - Minimum Charge - Labor and Material - Minimum repair up to 32 SF	EA	\$295.80
DRYPATCH	Drywall Repair - Minimum Charge - Labor and Material - Minimum repair up to 4 SF	EA	\$50.68
DRYTEX-	Texture drywall - machine	SF	\$0.33
DRYTEX++	Texture drywall - smooth / skim coat - Ceiling Only	SF	\$0.69
ELE110	110 volt copper wiring run, box and outlet	EA	\$ 61.98
ELE110BOX	110 volt copper wiring run and box - rough in only	EA	\$48.94
ELE110S	110 volt copper wiring run, box and switch	EA	\$ 62.06
ELE220	220 volt copper wiring run, box and receptacle	EA	\$ 124.98
ELE220BOX	220 volt copper wiring run and box - rough in only	EA	\$ 97.55
ELEBFAN	Bathroom ventilation fan, light, and heater (EnergyStar)	EA	\$ 349.71
ELEBPA200	Breaker panel - 200 amp w/arc fault breakers	EA	\$2,090.30
ELEBPC	Electrical panel cover	EA	\$ 47.16
ELEBRKGF	Circuit breaker - ground-fault circuit-interrupter (GFI)	EA	\$ 81.56
ELECO-	Carbon monoxide detector - Standard grade	EA	\$ 58.62
ELEDISC60	Disconnect box - 60 amp - non-fused	EA	\$ 155.08
ELEGFI	Ground fault interrupter (GFI) outlet	EA	\$31.45
ELEGROD	Grounding rod - copper clad with clamp, 8'	EA	\$ 117.87
ELELAB	Electrician - per hour 2.5 hour max through charge order	HR	\$87.20
ELEMAST	Meter mast for overhead power - 2" conduit	EA	\$ 490.80
ELEMETR	Meter base and main disconnect - 200 amp	EA	\$ 455.59
ELEOL220	220 volt outlet	EA	\$31.34
ELEOL220CV	220 volt outlet cover	EA	\$ 5.53
ELEOS	Outlet	EA	\$17.03
ELEOS+	Outlet - High grade - for kitchen use only	EA	\$ 22.30
ELEOSCOV	Outlet or switch cover	EA	\$ 2.98
ELEOSS	Switch	EA	\$17.11
ELEOSTR	Outlet - tamper resistant	EA	\$19.04
ELEREWIRE	Rewire - average residence - copper wiring	SF	\$2.80
ELESECC	Security system - contact wire (per opening) REMOVE ONLY	EA	\$ 2.50
ELESECP	Security system - control panel REMOVE ONLY	EA	\$ 3.34
ELESFLX1	Liquid tight flexible conduit, 1"	LF	\$ 18.85
ELESMOKE-	Smoke detector - Standard grade	EA	\$ 44.80
ELES380	Safety switch (disconnect) - 60 amp 240v 3P type 1	EA	\$ 660.34
ELEW4	#4 gauge copper wire - stranded or solid	LF	\$ 2.12

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

Item	Description	Unit	Unit Price
ELEWALL	Wall heater (EnergyStar)	EA	\$252.31
ELEXOS	Exterior outlet or switch	EA	\$22.83
FCCAY-	Carpet - Standard grade - Replacement	SF	\$2.44
FCCAVR	Carpet - Removal	SF	\$0.25
FCCEDGE	Carpet - metal transition strip	LF	\$3.58
FCCPAD-	Carpet pad - Standard grade	SF	\$0.54
FCCSTP	Step charge for "waterfall" carpet installation	EA	\$6.95
FCTAV-	Tile floor covering - Standard grade - Minimum repair only up to 25 SF	SF	\$8.31
FCTCEM1/2	1/2" Cement board	SF	\$3.92
FCTGROUT	RegROUT tile floor	SF	\$2.22
FCTSEALG	Grout sealer	SF	\$0.83
FCTSEALS	Tile/stone sealer	SF	\$0.67
FCVAV-	Vinyl floor covering (sheet goods) - Standard grade	SF	\$3.39
FCVEDGE	Vinyl - metal transition strip	LF	\$3.58
FCVPREP	Floor preparation for resilient flooring	SF	\$0.83
FCWAY-	Oak flooring - #2 common - no finish REMOVE ONLY	SF	\$2.08
FCWFH-	Sand and seal wood floor	SF	\$2.79
FCWFNMN	Finish wood floor - Minimum charge - Minimum repair only up to 16 SF	EA	\$373.01
FCWLAM-	Laminate - simulated wood flooring - Standard grade REMOVE ONLY	SF	\$1.04
FNC1X4	Trim board - 1" x 4" - installed (pine)	LF	\$3.14
FNCATTIC	Altic entrance cover and trim	EA	\$62.62
FNCB	Baseboard - 2 1/4"	LF	\$2.45
FNCBAL-	Balustrade - Standard grade	LF	\$81.02
FNC	Casing - 2 1/4"	LF	\$2.04
FNCCLGW-	Shelving - wire (vinyl coated)	LF	\$11.86
FNCDDP	Door opening (camb & casing) - 32" to 36" wide - paint grade	EA	\$96.85
FNCDDP>	Door opening (camb & casing) - 36" to 60" wide - paint grade	EA	\$114.40
FNCDDP>	Door opening (camb & casing) - 60" or wider - paint grade	EA	\$133.60
FNCHR	Handrail - round / oval - softwood - wall mounted	LF	\$8.93
FNCSHOE	Base shoe	LF	\$1.07
FNCBILL	Windowsill	LF	\$2.95
FNCBKRT	Stair Skirt/Apron - wall side - paint grade	LF	\$14.18
FNCSTOL	Window stool & apron	LF	\$6.20
FNHBAC-	Bath accessory - Standard grade - towel bar, towel ring or toilet paper holder	EA	\$17.62
FNHDB-	Deadbolt - Standard grade	EA	\$31.88
FNHDLX-	Door lockset & deadbolt - exterior - Standard grade	EA	\$56.37
FNHDOH-	Door knob - interior - Standard grade	EA	\$30.19
FNHDSIP-	Door stop -	EA	\$8.43
FNHPKT	Pocket door hardware	EA	\$89.87
FNHPKTL	Pocket door latch	EA	\$23.49
FNHSDH	Sliding patio door handle	EA	\$39.46
FNHSROD	Shower curtain rod	EA	\$28.65
FNHTHRA	Door threshold, aluminum - REPLACE ONLY	LF	\$15.88
FNHWS	Door weather stripping	EA	\$37.88
FPLAVZG	Fireplace insert	EA	\$2,928.87
FPLGLOG	Fireplace gas log set - 18" to 24"	EA	\$443.54
FPLGLOGRS	Fireplace gas log set - Detach & reset	EA	\$95.49
FPLHRTH-	Fireplace hearth - tile	SF	\$12.20
FPLSCR-	Fireplace screen - Standard grade	EA	\$108.34
FPLSW8	Single wall flue adapter block	EA	\$80.11
FRM1X10	1" x 10" lumber (.83 BF per LF)	LF	\$3.78
FRM1X12	1" x 12" lumber (1 BF per LF)	LF	\$4.43
FRM1X2	1" x 2" lumber (.167 BF per LF)	LF	\$2.17
FRM1X3	1" x 3" lumber (.25 BF per LF)	LF	\$2.52
FRM1X4	1" x 4" lumber (.333 BF per LF)	LF	\$2.81
FRM1X6	1" x 6" lumber (.5 BF per LF)	LF	\$2.94

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

Item	Description	Unit	Unit Price
FRM1X8	1" x 8" lumber (1.67 BF per LF)	LF	\$3.38
FRM2X10	2" x 10" lumber (1.67 BF per LF)	LF	\$3.20
FRM2X10BT	2" x 10" x 8' #2 treated pine (material only)	EA	\$10.37
FRM2X10T	2" x 10" lumber - treated (1.67 BF per LF)	LF	\$3.73
FRM2X12	2" x 12" lumber (2 BF per LF)	LF	\$4.03
FRM2X12T	2" x 12" lumber - treated (2 BF per LF)	LF	\$4.66
FRM2X2T	2" x 2" lumber - treated (.33 BF per LF)	LF	\$2.23
FRM2X2X8T	2" x 2" x 8' #2 treated pine (material only)	EA	\$3.60
FRM2X3	2" x 3" lumber (.5 BF per LF)	LF	\$2.19
FRM2X4	2" x 4" lumber (.667 BF per LF)	LF	\$2.30
FRM2X4T	2" x 4" lumber - treated (.667 BF per LF)	LF	\$2.45
FRM2X6	2" x 6" lumber (1 BF per LF)	LF	\$2.50
FRM2X6T	2" x 6" lumber - treated (1 BF per LF)	LF	\$2.72
FRM2X6X16T	2" x 6" x 16' #2 treated pine (material only)	EA	\$13.53
FRM2X6X8T	2" x 6" x 8' #2 treated pine (material only)	EA	\$5.95
FRM2X8	2" x 8" lumber (1.33 BF per LF)	LF	\$2.91
FRM2X8T	2" x 8" lumber - treated (1.33 BF per LF)	LF	\$3.24
FRM4LF	Stud wall - 2" x 4" x 8' - 16" oc	LF	\$15.54
FRM4SF	Stud wall - 2" x 4" - 16" oc	SF	\$1.98
FRM4FBL	Labor to frame 2" x 4" load bearing wall - 16" oc	SF	\$1.34
FRM4X4	4" x 4" square wood post (1.33 BF per LF)	LF	\$4.69
FRM4X4T	4" x 4" wood post - treated (1.33 BF per LF)	LF	\$4.92
FRM4X4X8T	4" x 4" x 8' - treated lumber post - material only	EA	\$10.05
FRM6X6X8T	6" x 6" x 8' - treated lumber post - material only	EA	\$21.60
FRMA01/2	Wedge anchor bolt - 1/2" x 5 1/2"	EA	\$16.97
FRM5B	Builder board - 1/2" (composition or fiberboard sheathing)	SF	\$1.49
FRMBME4X10	Beam - engineered strand lumber - 3 1/2" x 9 1/2"	LF	\$19.18
FRMBME4X12	Beam - engineered strand lumber - 3 1/2" x 11 7/8"	LF	\$20.37
FRMBMM4X10	Beam - microlam - 3 1/2" x 9 1/2"	LF	\$15.47
FRMBMM4X12	Beam - microlam - 3 1/2" x 11 1/4"	LF	\$17.99
FRMBMM4X8	Beam - microlam - 3 1/2" x 7 1/4"	LF	\$14.56
FRMD8P6	Drilled bottom plate - 2" x 6" treated lumber	LF	\$7.19
FRMDK16	6" softwood landing planking - Labor only (per SF)	SF	\$4.73
FRMDK1LL	Landing hand rail/guard rail - Labor only	LF	\$18.13
FRMFLTR<	Floor trusses - up to 16" deep	LF	\$7.65
FRMFRBT	Joist bridging tie	EA	\$4.88
FRMFRHNG	Framing hanger	EA	\$13.87
FRMFRHNG>	Framing hanger - large	EA	\$14.60
FRMFRHS	Framing/truss hurricane strap	EA	\$9.49
FRMFRSTP	Framing strap - 24" long	EA	\$2.78
FRMFRSTP66	Framing strap - 66" long	EA	\$49.36
FRMFRSWAY	Metal sway brace	EA	\$36.03
FRMFUR2	Furring strip - 2" x 2"	SF	\$1.35
FRMFURC2	Furring strip - 2" x 2" - applied to concrete	SF	\$2.21
FRMJ12a	J-joist - 12" deep - 3 1/2" flange	LF	\$6.55
FRMJ14a	J-joist - 14" deep - 3 1/2" flange	LF	\$7.06
FRMJ16a	J-joist - 16" deep - 3 1/2" flange	LF	\$8.30
FRMJ10L	Labor to install joist - floor or ceiling - 2x10	LF	\$2.47
FRMJ10BF	Joist - floor or ceiling - 2x10 - w/blocking - 16" oc	SF	\$3.22
FRMJ8LF	Joist - floor or ceiling - 2x8 - w/blocking	LF	\$2.97
FRMSH1/2	Sheathing - plywood - 1/2" CDX	SF	\$1.85
FRMSH1/2F	Sheathing - plywood - 1/2" CDX - fire-treated	SF	\$2.44
FRMSH3/4	Sheathing - plywood - 3/4" CDX	SF	\$2.18
FRMSH3/4TG	Sheathing - plywood - 3/4" - tongue and groove	SF	\$3.19
FRMSH5/8	Sheathing - plywood - 5/8" CDX	SF	\$1.88
FRMSHCLIP	Sheathing - additional cost for H-clips	SF	\$0.07

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

Item	Description	Unit	Unit Price
FRMSHF1/2	Sheathing - foil faced foam - 1/2"	SF	\$1.24
FRMSHW1/2	Sheathing - OSB - 1/2"	SF	\$1.68
FRMSHW3/4T	Sheathing - OSB - 3/4" - tongue and groove	SF	\$3.01
FRMSILLS6	Sill seal foam - 6"	LF	\$0.28
FRMSTR	Total Structural Repair Costs	EA	\$50.00
FRMTPL4	Top plate - 2" x 4"	LF	\$2.35
FRMTPL6	Top plate - 2" x 6"	LF	\$2.57
FRMTR4	Truss - 4/12 slope	LF	\$6.09
FRMTR9C4	Scissor truss - 4/12 slope	LF	\$7.95
FRMUL1/2	Underlayment - 1/2" particle board	SF	\$1.76
FRMUL3/4	Underlayment - 3/4" particle board	SF	\$1.99
HMRACARMV	Scrape off asbestos acoustic (popcorn) texture-no haul off	SF	\$3.48
HMRASBEN	Apply asbestos fiber encapsulating compound	SF	\$1.03
HMRASBRMD	Tear off asbestos drywall (no haul off)	SF	\$1.44
HMRASBRMM	Remove asbestos floor mastic (no haul off)	SF	\$3.62
HMRASBRMS	Tear off asbestos siding (no haul off)	SF	\$2.32
HMRASBRMV	Tear out asbestos vinyl floor covering (no haul off)	SF	\$2.98
HMRASBRMVN	Tear off rigid asbestos shingles (no haul off)	SQ	\$193.29
HMRASBT	Asbestos test fee - full service survey - base fee	EA	\$325.00
HMRASBTPS	Asbestos test fee - full service survey - per sample	EA	\$30.00
HMRASBTS	Asbestos test fee - self test (per sample)	EA	\$60.00
HMRASBRMV	Tear off asbestos acoustic ceiling tile (no haul off)	SF	\$3.16
HMRBDITM	Hazardous Material Remediation (Bid Item)	EA	\$0.00
HMRGRM	Apply anti-microbial agent to [V]	SF	\$0.27
HMRHBAG	Plastic bag - used for hazardous waste cleanup - Medium	EA	\$1.94
HMRHBAG<	Plastic bag - used for hazardous waste cleanup - Small	EA	\$1.20
HMRHBAG>	Plastic bag - used for hazardous waste cleanup - Large	EA	\$3.44
HMRHBOX	Box and liner - used for hazardous waste cleanup - Medium	EA	\$3.70
HMRHBOX<	Box and liner - used for hazardous waste cleanup - Small	EA	\$2.91
HMRHBOX>	Box and liner - used for hazardous waste cleanup - Large	EA	\$7.33
HMRHC14	Plastic container - hazardous waste cleanup - 14 gal	EA	\$43.05
HMRHC30	Plastic container - hazardous waste cleanup - 30 gal	EA	\$56.05
HMRHC60	Plastic container - hazardous waste cleanup - 60 gal	EA	\$122.05
HMRHC0N	Plastic container - hazardous waste cleanup - Medium	EA	\$8.65
HMRHC0N<	Plastic container - hazardous waste cleanup - Small	EA	\$5.95
HMRHC0N>	Plastic container - hazardous waste cleanup - Large	EA	\$13.95
HMRHEPAVAS	HEPA Vacuuming - Detailed - (PER SF)	SF	\$0.77
HMRHWP	Hazardous waste hauling & disposal - (Bid Item)	EA	\$0.00
HMRLABH	Hazardous Waste/Mold Cleaning Technician - per hour	HR	\$65.00
HMRLABHA	Hazardous Waste/Mold Cleaning Technician - after hours	HR	\$97.61
HMRLABHS	Hazardous Waste/Mold Cleaning- Supervisory/Admin- per hour	HR	\$76.17
HMRLABHSA	Hazardous Waste/Mold Cleaning- Supervisory/Admin- after hr	HR	\$114.37
HMRMN	Hazardous Waste/Mold Remediation - Labor Minimum	EA	\$162.51
HMRPPE	Add for personal protective equipment (hazardous cleanup)	EA	\$7.09
HMRPROT	Protect - Cover with plastic - 6mil	SF	\$0.31
HVCACCN2+	Central air - condenser unit - 2 ton - 14-15 SEER (EnergyStar)	EA	\$1,528.99
HVCACCN25+	Central air - condenser unit - 2.5 ton - 14-15 SEER (EnergyStar)	EA	\$1,577.69
HVCACCN3+	Central air - condenser unit - 3 ton - 14-15 SEER (EnergyStar)	EA	\$1,921.99
HVCACCN35+	Central air - condenser unit - 3.5 ton - 14-15 SEER (EnergyStar)	EA	\$1,998.19
HVCACCN4+	Central air - condenser unit - 4 ton - 14-15 SEER (EnergyStar)	EA	\$2,019.44
HVCACCN5+	Central air - condenser unit - 5 ton - 14-15 SEER (EnergyStar)	EA	\$2,685.61
HVCACP+	Condenser pad - 36" x 36"	EA	\$74.32
HVCACRC	Central air cond. system - recharge - 10lb refrigerant	EA	\$243.37
HVCACREV	Central air cond. system - refrigerant evacuation	EA	\$132.04
HVCAC1W	AC unit w/sleeve - through-wall/window - 8,000 BTU (EnergyStar)	EA	\$725.98
HVCAC1W<	AC unit w/sleeve - through-wall/window - 5,000 BTU (EnergyStar)	EA	\$713.48

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

Item	Description	Unit	Unit Price
HVCACTW>	AC unit wholeevs - through-wall/window - 12,000 BTU (EnergyStar)	EA	\$ 855.49
HVCACTW<	AC unit wholeevs - through-wall/window - 18,000 BTU (EnergyStar)	EA	\$1,079.57
HVCAHH2	Air handler - with heat element and A/C coil - 2 ton (EnergyStar)	EA	\$1,723.44
HVCAHH3	Air handler - with heat element and A/C coil - 3 ton (EnergyStar)	EA	\$1,922.65
HVCAHH4	Air handler - with heat element and A/C coil - 4 ton (EnergyStar)	EA	\$2,194.60
HVCAHH5	Air handler - with heat element and A/C coil - 5 ton (EnergyStar)	EA	\$2,354.37
HVCCA	Cold air return cover	EA	\$ 27.81
HVCCOIL2	Coil - 2 ton - cased	EA	\$ 600.35
HVCCOIL3	Coil - 3 ton - cased	EA	\$ 654.35
HVCCOIL4	Coil - 4 ton - cased	EA	\$737.53
HVCCOIL5	Coil - 5 ton - cased	EA	\$ 856.33
HVCDCT	Ductwork system - hot or cold air - 1200 to 1599 SF home	EA	\$4,159.90
HVCDCT<	Ductwork system - hot or cold air - 901 to 1199 SF home	EA	\$3,265.81
HVCDCT<=	Ductwork system - hot or cold air - up to 900 SF home	EA	\$2,828.48
HVCDCT>	Ductwork system - hot or cold air - 1600 to 2199 SF home	EA	\$5,024.32
HVCDCT>=	Ductwork system - hot or cold air - 2200 to 2500 SF home	EA	\$5,844.10
HVCDCTF4	Ductwork - flexible - insulated - 4" round	LF	\$ 6.97
HVCDCTLF10	Ductwork - hot or cold air - 10" round	LF	\$ 17.68
HVCDCTPL	Ductwork - Mechanical room - Plenum & Return air	EA	\$ 857.68
HVCDCTPLI	Ductwork - Mech. room - Plenum & Return air - Insulated	EA	\$ 947.71
HVCDRNL	Condensate drain line	EA	\$ 48.55
HVCDVENT	Clothes dryer vent - installed	EA	\$ 59.13
HVCDVENTHD	Clothes dryer vent cover	EA	\$ 32.52
HVCFDVENT+	Foundation vent - installed in masonry block/brick	EA	\$86.82
HVCFRF	Furnace - floor - up to 50,000 BTU (EnergyStar)	EA	\$1,630.60
HVCFRHZ>	Furnace - horizontal or vertical - forced air - 48 - 75,000 BTU (EnergyStar)	EA	\$1,764.29
HVCFRHZ>=	Furnace - horizontal or vertical - forced air - 80,000 BTU (EnergyStar)	EA	\$1,913.81
HVCFRHZ>=	Furnace - horizontal or vertical - forced air - 100,000 BTU (EnergyStar)	EA	\$2,164.58
HVCLIN30	Refrigerant lineset - 3/8" x 3/4" tubing - up to 30'	EA	\$ 307.02
HVCLKCP	Locking Freon Caps	EA	\$ 30.00
HVCMN	Heat, Vent, & Air Conditioning - Minor repair	EA	\$223.61
HVCPAN	Emergency drip pan	EA	\$ 41.89
HVCREG	Heat/AC register - Mechanically attached	EA	\$ 22.23
HVCREGFI	Heat/AC register - Floor register	EA	\$15.04
HVCTS-	Thermostat - Standard grade	EA	\$76.61
HVCVENT4	Furnace vent - aluminum, 4"	LF	\$12.90
HVCVENT3+	Furnace vent - double wall, 6"	LF	\$ 43.43
HVCWH	Wall heater - blue flame vent-free - up to 30,000 BTU	EA	\$ 457.39
INMF1	Foam pipe insulation - 1" wall for 1" to 1 1/2" pipe	LF	\$ 6.20
INMF1/2	Foam pipe insulation - 1/2" wall for 1" to 1 1/2" pipe	LF	\$ 4.08
INMF1/2<	Foam pipe insulation - 1/2" wall for 1/8" to 3/4" pipe	LF	\$ 3.46
INMF1/2>	Foam pipe insulation - 1/2" wall for 2" to 3" pipe	LF	\$ 5.71
INMF1<	Foam pipe insulation - 1" wall for 1/8" to 3/4" pipe	LF	\$ 4.78
INMF1>	Foam pipe insulation - 1" wall for 2" to 3" pipe	LF	\$7.04
INMF3/4	Foam pipe insulation - 3/4" wall for 1" to 1 1/2" pipe	LF	\$ 5.70
INMF3/4<	Foam pipe insulation - 3/4" wall for 1/8" to 3/4" pipe	LF	\$ 4.05
INMF3/4>	Foam pipe insulation - 3/4" wall for 2" to 3" pipe	LF	\$ 6.87
INSB12	Blown-in insulation - 12" depth - R30 - ceilings	SF	\$ 1.72
INSBTF4+	Batt insulation - 4" - R13 - paper faced - walls (EnergyStar)	SF	\$0.65
INSBTF6	Batt insulation - 6" - R19 - paper faced - subfloors (EnergyStar)	SF	\$1.06
INSBVNTF	Baffle vent - foam (EnergyStar)	LF	\$1.04
INSHWRAP	House wrap (air/moisture barrier)	SF	\$ 0.28
INSRBD1/2	Rigid foam insulation board - 1/2" (EnergyStar)	SF	\$ 0.89
INSRBD3/4	Rigid foam insulation board - 3/4" (EnergyStar)	SF	\$0.93
LABHMRT	Hazardous Waste/Mold Cleaning Technician - per hour	HR	\$85.00
LABHMRT-S	Hazardous Waste/Mold Cleaning - Supervisory/Admin - per hour	HR	\$78.17

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

Item	Description	Unit	Unit Price
LITAV-	Light fixture - Standard grade (EnergyStar)	EA	\$55.01
LITBAR3	Light bar - 3 lights (EnergyStar)	EA	\$88.39
LITBLFLT4	Light bulb - Fluorescent tube - 4' soft white - mat. only (EnergyStar)	EA	\$5.62
LITBUGL	Light bulb - Incand. small or medium globe - mat. only (EnergyStar)	EA	\$1.11
LITFL-	Fluorescent light fixture - Standard grade (EnergyStar)	EA	\$64.45
LITFNL-	Ceiling fan & light - Standard grade (EnergyStar)	EA	\$247.78
LITX-	Exterior light fixture - Standard grade	EA	\$77.43
LNDOMUL	Mulching - LEAD REMEDIATION USE ONLY	SF	\$0.44
LNDDMULCY	Mulching (per CY) - LEAD REMEDIATION USE ONLY	CY	\$58.18
LNDLSOD	Lawn - sod	SF	\$0.58
MASBRK-	Brick veneer - Standard grade (i.e., concrete)	SF	\$9.75
MASPOINT	Re-point masonry	SF	\$4.19
MBLVT5NK	Vanity top - one sink - cultured marble	LF	\$71.20
MBLVT5NK>	Vanity top - two sinks - cultured marble	LF	\$95.86
MPRCLKA	Caulking - acrylic	LF	\$1.77
MSDAV-	Mirror - 1/8" plate glass - up to 6SF per sink	SF	\$10.44
ORIDORS	Ornamental iron - Security door - Detach & Reset only	EA	\$65.87
ORIGRIL-	Ornamental iron - security grill - window - Remove Only	SF	\$ 2.22
PLAMNRP	Interior Plaster Repair - Min. Charge - Labor and Material - Minimum repair only up to 6 SF	EA	\$270.34
PLAWLATH	Tear off plaster on wood lath	SF	\$1.43
PLMBP1	Black pipe with fitting and hanger, 1"	LF	\$15.53
PLMDRN1	DrainNert line - ABS pipe with fitting and hanger, 1-1/2"	LF	\$9.68
PLMDRN2	DrainNert line - ABS pipe with fitting and hanger, 2"	LF	\$12.94
PLMDRN3	DrainNert line - ABS pipe with fitting and hanger, 3"	LF	\$15.79
PLMDRN4	DrainNert line - ABS pipe with fitting and hanger, 4"	LF	\$17.26
PLMDRN6	DrainNert line - ABS pipe with fitting and hanger, 6"	LF	\$28.11
PLMDW	Dishwasher connection	EA	\$130.64
PLMFAU--	Sink faucet - Kitchen - Economy grade	EA	\$128.82
PLMFAUBA--	Sink faucet - Bathroom - Economy grade	EA	\$124.32
PLMFTLF3/4	Flexible gas tubing - CSST, 3/4" - per LF	LF	\$13.34
PLMGAS1	Natural gas service line	LF	\$10.50
PLMLAB	Plumber - per hour 2.5 hour max through charge order	HR	\$113.91
PLMPSNK-	Pedestal sink - Standard grade	EA	\$410.95
PLMPTRAP	P-trap assembly - ABS (plastic)	EA	\$83.30
PLMPUMP	Well pump - 5 HP - 150' deep (This line item includes the cost of digging, trenching, machine work, electrical, well casing/casing, and all activities associated with its repair/replacement.)	EA	\$4,425.64
PLMPVC1	Water supply line - PVC with fitting and hanger, 1" REPLACE ONLY	LF	\$13.11
PLMRFDOP-	Rough in plumbing - per fixture - w/PEX - Branch system	EA	\$503.71
PLMRGHFIX	Rough in plumbing - per fixture	EA	\$580.39
PLMSED	Gas Appliance Sediment Trap	EA	\$120.00
PLMSEWF	Sewage filtration/septic tank - 1500 gal.	EA	\$4,168.95
PLMSEWF<	Sewage filtration/septic tank - 1250 gal.	EA	\$3,807.58
PLMSEWF=	Sewage filtration/septic tank - 1000 gal.	EA	\$3,240.83
PLMSEWF>	Sewage filtration/septic tank - 2000 gal.	EA	\$5,379.47
PLMSEWFAP	Sewage filtration/septic tank - aerator pump	EA	\$430.68
PLMSEWFPUM	Sewage filtration/septic tank - effluent pump	EA	\$430.69
PLMSL1	Water supply line - copper with fitting and hanger, 1"	LF	\$21.38
PLMSL1/2	Water supply line - copper with fitting and hanger, 1/2"	LF	\$16.03
PLMSL1-1/2	Water supply line - copper with fitting and hanger, 1-1/2"	LF	\$28.62
PLMSL2	Water supply line - copper with fitting and hanger, 2"	LF	\$35.45
PLMSL3	Water supply line - copper with fitting and hanger, 3"	LF	\$63.00
PLMSL3/4	Water supply line - copper with fitting and hanger, 3/4"	LF	\$18.21
PLMSL3/8	Water supply line - copper with fitting and hanger, 3/8"	LF	\$16.59
PLMSNK-	Sink - single - Standard grade	EA	\$192.89
PLMSNKD-	Sink - double - Standard grade	EA	\$286.24

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

PLMSNKST<	Sink strainer and drain assembly - 2"	EA	\$36.96
Item	Description	Unit	Unit Price
PLMSTOP	Angle stop valve	EA	\$35.93
PLMSWFAU-	Shower faucet - Standard grade	EA	\$201.62
PLMSWR-	Fiberglass shower unit - Standard grade	EA	\$700.34
PLMTLT-	Toilet - Standard grade	EA	\$377.96
PLMTLTFL	Toilet flange	EA	\$264.58
PLMTLTS-	Toilet seat - Standard grade	EA	\$44.55
PLMTSFAU-	Tub/shower faucet - Standard grade	EA	\$271.39
PLMTUB-	Bathtub - Standard grade	EA	\$772.83
PLMTUBS-	Fiberglass tub & shower combination - Standard grade	EA	\$915.09
PLMTUBS-	Fiberglass tub surround only - Standard grade	EA	\$381.21
PLMWBOX	Washing machine outlet box with valves	EA	\$245.24
PLMW00+	Water heater - 30 gallon - Gas - 9 yr (EnergyStar)	EA	\$974.72
PLMW00E+	Water heater - 30 gallon - Electric - 9 yr (EnergyStar)	EA	\$798.69
PLMW50+	Water heater - 50 gallon - Gas - 9 yr (EnergyStar)	EA	\$1,091.72
PLMW50E+	Water heater - 50 gallon - Electric - 9 yr (EnergyStar)	EA	\$941.72
PLMWHB	Water heater blanket	EA	\$50.39
PLMWHPAN	Water heater overflow drain pan	EA	\$50.98
PLMWP1/2S	Well pump - submersible - 1/2 hp - pump w/motor	EA	\$1,603.84
PLMWYANK	Pressurized water tank - 40 gallons	EA	\$709.63
PLMXFAU	Exterior faucet / hose bibb	EA	\$71.38
PNLAV-	Paneling - Standard grade - Removal	SF	\$0.27
PNTAWN	Paint aluminum awning	SF	\$0.76
PNTB1SP	Seal & paint baseboard - two coats	LF	\$1.15
PNTBAL2	Paint balustrade - two coats	LF	\$21.61
PNTBAL2SP	Seal & paint balustrade - three coats	LF	\$30.39
PNTBSC1SP	Seal & paint baseboard w/cap &/or shoe - two coats	LF	\$1.38
PNTBSC2SP	Seal & paint baseboard w/cap &/or shoe - three coats	LF	\$1.88
PNTBF	Paint bifold door set - slab only - 2 coats (per side)	EA	\$38.46
PNTBF<	Paint single bifold door - slab only - 2 coats (per side)	EA	\$23.32
PNTBFSP	Seal & paint bifold door set - slab only (per side)	EA	\$39.13
PNTBFSP<	Seal & paint single bifold door - slab only (per side)	EA	\$23.82
PNTBLR	Paint boiler unit	EA	\$115.05
PNTBP	Paint bypass door set - slab only - 2 coats (per side)	EA	\$37.70
PNTBP1SP	Seal/Paint bypass door set - slab only - 2 coats (per side)	EA	\$35.61
PNTBPNL	Prime & paint breaker panel cover	EA	\$15.50
PNTC>2	Paint casing - oversized - two coats	LF	\$1.20
PNTC>2SP	Seal & paint casing - oversized - three coats	LF	\$1.80
PNTC1SP	Seal & paint casing - two coats	LF	\$1.15
PNTC2SP	Seal & paint casing - three coats	LF	\$1.64
PNTCA	Prime & paint cold air return (cover)	EA	\$8.06
PNTCAFE	Paint cafe doors - pair - 2 coats (per side)	EA	\$23.53
PNTCEL2SP	Seal & paint corbel - three coats	EA	\$20.63
PNTCLOS	Seal & paint closet shelving - single shelf	EA	\$39.97
PNTCLOSL	Seal & paint closet shelving - linen closet	EA	\$69.04
PNTCLOSLF	Seal & paint closet shelving	LF	\$7.09
PNTCM2SP	Seal & Paint cove molding - three coats	LF	\$1.11
PNTCHC	Paint concrete (V)	SF	\$0.72
PNTCWN>2SP	Seal & paint crown molding - oversized - three coats	LF	\$1.79
PNTCWN2SP	Seal & paint crown molding - three coats	LF	\$1.71
PNTDKPP	Prime & paint deck - 2 coats primer, 2 coats paint	SF	\$1.60
PNTDKR/PP1	Prime & paint ext. railing - 1 coat primer, 1 coat paint	LF	\$7.32
PNTDOR	Paint door slab only - 2 coats (per side)	EA	\$29.08
PNTDORT	Paint door/window trim & jamb - 2 coats (per side)	EA	\$24.28
PNTDORT>	Paint door/window trim & jamb - Large - 2 coats (per side)	EA	\$28.56
PNTFACW	Prime & paint exterior fascia - wood, 4"- 6" wide	LF	\$1.32

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

PNTFACW>	Prime & paint exterior fascia - wood, 6"- 8" wide	LF	\$1.85
Item	Description	Unit	Unit Price
PNTFENST	Stain - wood fence/gate	SF	\$0.65
PNTFHH	Seal & paint full height cabinetry - inside and out	LF	\$39.09
PNTFHF	Seal & paint full height cabinetry - faces only	LF	\$15.10
PNTFR	Paint French door slab only - 2 coats (per side)	EA	\$55.38
PNTGRIL	Prime & paint ornamental iron grill	SF	\$1.68
PNTHR	Paint handrail - wall mounted	LF	\$0.67
PNTJST	Seal floor or ceiling joint system	SF	\$0.98
PNTLOW	Seal & paint cabinetry - lower - inside and out	LF	\$31.47
PNTLOWF	Seal & paint cabinetry - lower - faces only	LF	\$16.48
PNTLVR	Paint full louvered door slab only - 2 coats (per side)	EA	\$39.70
PNTMAS	Seal block with masonry sealer	SF	\$0.68
PNTMASKSF	Mask (V) per square foot - plastic and tape - 4 mil	SF	\$0.19
PNTMASP	Paint masonry	SF	\$0.65
PNTMNTL	Seal & paint fireplace mantel	LF	\$3.99
PNTOH	Paint overhead door - 2 coats (per side)	EA	\$93.80
PNTOH>	Paint overhead door - Large - 2 coats (per side)	EA	\$134.94
PNTORI	Prime & paint ornamental iron handrail, 36" to 42" High	LF	\$7.75
PNTORIF	Prime & paint ornamental fence - per SF	SF	\$2.58
PNTP2	Paint (V) - two coats	SF	\$0.75
PNTPHL	Seal & paint paneling	SF	\$0.93
PNTRAD	Prime & paint radiator unit	EA	\$48.99
PNTRADC	Prime & paint radiator cover	EA	\$26.63
PNTRGSTR	Prime & paint heat register	EA	\$17.07
PNTRISER	Seal & paint stair riser - per side - per LF	LF	\$2.80
PNTS-	Seal (V) w/PVA primer - one coat	SF	\$0.46
PNTSCRIP	Scrape (V) & prep for paint	SF	\$0.48
PNTSFTIR	Prime & paint exterior soffit - exposed rafters	SF	\$2.40
PNTSFTW	Prime & paint exterior soffit - wood	SF	\$1.70
PNTSH	Paint plywood sheathing	SF	\$0.46
PNTSHOE	Seal & paint base shoe or quarter round	LF	\$0.62
PNTSHW	Seal & paint wood shelving, 12", 24" width	LF	\$3.48
PNTSILL	Seal & paint window sill	LF	\$1.99
PNTSP2	Seal/prime then paint (V) twice (3 coats)	SF	\$1.01
PNTSTRDIS	Paint disappearing (folding) stairway/latic access ladder	EA	\$119.58
PNTSTSK	Paint stair skirt/apron	LF	\$4.40
PNTSTSKSP	Seal & paint stair skirt/apron (2 coats)	LF	\$5.43
PNTSWALL	Seal stud wall for odor control	SF	\$0.67
PNTTRD	Seal & paint stair tread - per side - per LF	LF	\$4.18
PNTTRIM	Seal & paint trim - two coats	LF	\$1.10
PNTUP	Seal & paint cabinetry - upper - inside and out	LF	\$26.24
PNTUFF	Seal & paint cabinetry - upper - faces only	LF	\$13.70
PNTVAN	Seal & paint vanity - inside and out	LF	\$29.74
PNTVANF	Seal & paint vanity - faces only	LF	\$14.97
PNTVENTG	Seal & paint wood gable vent	EA	\$32.56
PNTWDP	Paint wood patio door - 2 coats (per side)	EA	\$39.83
PNTWDW	Seal & paint wood window (per side)	EA	\$43.06
PNTWDW<	Seal & paint wood window (per side) - Small	EA	\$29.64
PNTWDW>	Seal & paint wood window (per side) - Large	EA	\$57.34
PNTWDW>	Seal & paint wood window (per side) - Extra Large	EA	\$69.37
PNTX2	Exterior - paint two coats	SF	\$1.03
PNTXDOR	Prime & paint door slab only - exterior (per side)	EA	\$35.31
PNTXSP2	Exterior - seal or prime then paint with two finish coats	SF	\$1.19
RFG240	3 tab - 25 yr. - composition shingle roofing - incl. felt (EnergyStar)	SF	\$ 45.70
RFG240E	3 tab - 25 yr. - composition shingle roofing (per SHINGLE) (EnergyStar)	SF	\$10.83

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

RFG300	Laminated - comp. shingle rig. - w/ felt - Minimum repair only up to 250 SF (2.5 SQ) (EnergyStar)	SQ	\$237.58
Item	Description	Unit	Unit Price
RFGADORM-	Add layer of comp. shingles, remove & disp. - Laminated	SQ	\$30.46
RFGADORMV	Add layer of comp. shingles, remove & disp. - 3 tab	SQ	\$ 27.71
RFGASTR-	Asphalt starter - universal starter course	LF	\$1.55
RFGBI	Modified bitumen roof - Minimum repair only up to 250 SF (2.5 SQ) (EnergyStar)	SQ	\$329.79
RFGBU4	Built-up 4 ply roofing - in place - Minimum repair only up to 250 SF (2.5 SQ) (EnergyStar)	SQ	\$379.50
RFGDRIP	Drip edge	LF	\$1.99
RFGERCFC	Elastomeric roof coating - Flat roof - Minimum repair only up to 250 SF (2.5 SQ) (EnergyStar)	SF	\$1.92
RFGFELT15	Roofing felt - 15 lb. (EnergyStar)	SQ	\$22.52
RFGFL14	Flashing, 14" wide	LF	\$3.32
RFGFL20	Flashing, 20" wide	LF	\$3.64
RFGFLCH	Chimney flashing - average (32" x 36")	EA	\$285.69
RFGFLPIPE	Flashing - pipe jack	EA	\$37.05
RFGHIGH	Additional charge for high roof (2 stories or greater)	SQ	\$20.10
RFGWS	Ice & water shield	SF	\$1.35
RFGMINRP	Roofing Repair - Minimum Charge - Labor and Material - Minimum repair only of 3 tab 25 yr. composition shingles up to 33 SF (1.0 SQ)	EA	\$401.58
RFGMTL	Metal roofing - Minimum repair only up to 250 SF (2.5 SQ)	SF	\$4.72
RFGRIDGC	Ridge cap - composition shingles	LF	\$4.74
RFGRIDGM	Ridge cap - metal roofing	LF	\$5.74
RFGRL	Roll roofing - Minimum repair only up to 250 SF (2.5 SQ)	SQ	\$120.88
RFGRL+	Roll roofing - 50% overlap - Minimum repair only up to 250 SF (2.5 SQ)	SQ	\$199.73
RFGSHR1/2	Sheathing - radiant barrier - 1/2" - OGB	SF	\$2.04
RFGSTEEP	Additional charge for steep roof - 7/12 to 9/12 slope	SQ	\$42.72
RFGSTEEP>	Additional charge for steep roof - 10/12 - 12/12 slope	SQ	\$67.14
RFGSTEEP>	Additional charge for steep roof greater than 12/12 slope	SQ	\$84.47
RFGSTEP	Step flashing	LF	\$7.42
RFGVENTB	Roof vent - turbine type - Standard grade	EA	\$85.65
RFGVENTE	Exhaust cap - through roof - 6" to 8"	EA	\$73.64
RFGVENTE<	Exhaust cap - through roof - up to 4"	EA	\$67.39
RFGVENTO6	Roof vent - off ridge type - 6"	EA	\$136.46
RFGVENTR	Continuous ridge vent - shingle-over style	LF	\$7.45
RFGVENTT	Roof vent - turtle type - Metal	EA	\$51.88
RFGVMTL	Valley metal	LF	\$4.53
SDG1X4FC	Siding trim - 1" x 4" fiber cement trim board	LF	\$5.09
SDGCLKS	Caulking - silicone	LF	\$2.10
SDGFCLP<	Fiber cement lap siding - 5" - Minimum repair only up to 4' in height from base	SF	\$4.18
SDGHWRA	House wrap (air/moisture barrier)	SF	\$0.33
SDGMLAP	Siding - hardboard - lap pattern - 5" - Minimum repair only up to 4' in height from base	SF	\$3.76
SDGMTL-	Siding - aluminum (.019 thickness) - Standard grade - Minimum repair only up to 4' in height from base	SF	\$5.19
SDGMTLC	Metal outside corner post	LF	\$6.44
SDGMTLIC	Metal inside corner post	LF	\$4.66
SDGMTLJ	Metal J trim	LF	\$3.59
SDGSHIP	Siding - shiplap - pine or equal - Minimum repair only up to 4' in height from base	SF	\$4.50
SDGSHTR	Shutters - simulated wood (polystyrene)	EA	\$101.49
SDGT111	Siding - hardboard panel - paint grade	SF	\$2.48
SDGVENTG	Attic vent - gable end - vinyl	EA	\$106.96
SDGVENTGM+	Attic vent - gable end - metal - 30" x 30"	EA	\$97.69
SDGVINYL	Siding - vinyl	SF	\$3.59
SFGFACFC6	Fascia - fiber cement - 6"	LF	\$6.17
SFGFACV	Fascia - vinyl coated aluminum - 4" to 6"	LF	\$4.19
SFGGUTA	Gutter / downspout - aluminum - up to 5"	LF	\$5.13

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

SFGMN	Soffit & Fascia - Labor Minimum	EA	\$218.25
SFGMTL1	Soffit & fascia - metal - 1" overhang	LF	\$9.16
SFGMTL2	Soffit & fascia - metal - 2" overhang	LF	\$12.03
Item	Description	Unit	Unit Price
SFGSFTM	Soffit- metal	SF	\$ 4.68
SFGSFTV	Soffit - vinyl	SF	\$ 4.29
STR3	Stairway - 3' wide (8' rise plus (old))	EA	\$ 614.42
STR4	Stairway - 4' wide (8' rise plus (old))	EA	\$750.68
STRAV	Stairway - stringers, treads & risers (per tread)	EA	\$ 63.48
STRDIS	Stairway - disappearing (folding) / attic access ladder	EA	\$ 312.50
STRRISERH	Stair riser - hardwood - up to 4'	EA	\$ 33.62
STRSTR	Stair stringer - softwood	LF	\$ 5.72
STRSTRT	Stair stringer - treated softwood	LF	\$6.34
STRTRD	Stair tread - up to 4'	EA	\$ 21.60
STRTRDH	Stair tread - hardwood - up to 4'	EA	\$75.75
STUFG	Stucco - Fog coat	SF	\$0.75
STUMNRP	Stucco / Ext. Plaster Repair - Min. Charge - - Minimum repair only up 4 sf @ 3/4 thick (one 25lb bag of mix)	EA	\$198.40
STUSYNRP	Synthetic stucco repair	SF	\$ 5.18
TBAGBAR	Handicap grab bar - Stainless steel, 1 1/2" x 30"	EA	\$73.81
TBAGBAR<	Handicap grab bar - Stainless steel, 1 1/2" x 24"	EA	\$ 66.36
TBAGBAR>	Handicap grab bar - Stainless steel, 1 1/2" x 36"	EA	\$ 81.01
TBAGBAR=	Handicap grab bar - Stainless steel, 1 1/2" x 48"	EA	\$ 91.01
TCRPFE	Add for personal protective equipment (hazardous cleanup)	EA	\$7.69
TILSWR>	Tile shower - 105 to 120 SF - Removal Only	EA	\$176.96
TILTUB	Tile tub surround - up to 60 SF REMOVE ONLY	EA	\$106.01
WDP6V	6-8 6-8 vinyl sliding patio door (EnergyStar)	EA	\$ 772.00
WDP6V	6-8 6-8 vinyl sliding patio door (EnergyStar)	EA	\$1,115.90
WDRGLAZ	Reglaze window, 16 - 16 sf	EA	\$119.38
WDRGLAZ<	Reglaze window, 1 - 9 sf	EA	\$67.14
WDRGLAZ>	Reglaze window, 17 - 24 sf	EA	\$179.03
WDRGLAZ=	Reglaze window, 25 - 30 sf	EA	\$223.92
WDVD	Vinyl window- double hung, 9-12sf (EnergyStar)	EA	\$256.23
WDVD<	Vinyl window - double hung, 4-8sf (EnergyStar)	EA	\$212.48
WDVD>	Vinyl window- double hung, 13-15sf (EnergyStar)	EA	\$291.52
WDVD=	Vinyl window - double hung, 20-28sf (EnergyStar)	EA	\$ 388.81
WDVRETRO	Additional charge for a retrofit window, 3-11sf	EA	\$65.60
WDVRETRO>	Additional charge for a retrofit window, 12-23sf	EA	\$91.72
WDVRETRO=	Additional charge for a retrofit window, 24-40sf	EA	\$121.12
WTRHBAG	Plastic bag - for hazardous material cleanup - Medium	EA	\$1.94
WTRHBAG<	Plastic bag - for hazardous material cleanup - Small	EA	\$1.20
WTRHBAG>	Plastic bag - for hazardous material cleanup - Large	EA	\$3.44
WTRHBOX	Box and liner - for hazardous material cleanup - Medium	EA	\$3.70
WTRHBOX<	Box and liner - for hazardous material cleanup - Small	EA	\$2.91
WTRHBOX>	Box and liner - for hazardous material cleanup - Large	EA	\$7.33
WTRHC14	Plastic container - hazardous material cleanup - 14 gal	EA	\$43.05
WTRHC30	Plastic container - hazardous material cleanup - 30 gal	EA	\$56.05
WTRHC60	Plastic container - hazardous material cleanup - 60 gal	EA	\$122.05
WTRHCON	Plastic container - hazardous material cleanup - Medium	EA	\$8.65
WTRHCON<	Plastic container - hazardous material cleanup - Small	EA	\$5.95
WTRHCON>	Plastic container - hazardous material cleanup - Large	EA	\$13.95

Xactimate Price List: LABRSX_MAY17RLA1

All Items List

WTRPPE	Add for personal protective equipment (hazardous cleanup)	EA	\$7.69
--------	---	----	--------

2020 Price List

Xactimate Price List: LABR8X SEP20RLA1 All Items List

Item	Description	Unit	Unit Price
ACTAV	Acoustic ceiling tile - REMOVE ONLY	SF	50.39
ACTG2	Suspended ceiling grid - 2 x 2 - REMOVE ONLY	SF	50.21
ACTG2	Suspended ceiling tile - Standard grade - 2 x 2 - REMOVE ONLY	SF	50.21
APPL1	Countertop - electric - Standard grade	EA	\$22.51
APPRYL	Dryer - Electric - Standard grade	EA	\$400.31
APPRYG	Dryer - Gas - Standard grade	EA	\$756.39
APFDW	Dishwasher - Standard grade	EA	\$409.03
APG01	Garbage disposer - Standard grade	EA	\$236.33
APPRD	Range hood - Standard grade	EA	\$147.09
APPMWS	Microwave oven - Standard grade	EA	\$316.03
APPOVB	Built in oven - Standard grade	EA	\$26.66
APPOVBI	Built in double oven - Standard grade	EA	\$26.61
APPRLE	Refrigerator - top freezer - 15 to 22 cu. ft. - Std grade	EA	\$949.03
APPRG	Range - freestanding - electric - Standard grade	EA	\$521.31
APPRGG	Range - freestanding - gas - Standard grade	EA	\$468.19
APFWAST	Washer/Washing Machine - Top-loading - Standard grade	EA	\$521.52
ARNFOBTS	Auto Post - Steel Tube	LF	\$14.81
CABCTOP	Countertop - post formed plastic laminate - Standard grade	LF	\$31.46
CABPH	Cabinetry - full height unit - Standard grade	LF	\$177.24
CABDOW	Cabinetry - lower base unit - Standard grade	LF	\$142.69
CABMC	Medicine cabinet - Standard grade	EA	\$119.01
CABET	Cabinetry - upper (wall) unit - Standard grade	LF	\$111.47
CABVAN	Vanity - Standard grade	LF	\$127.40
CLNTNCLR	Final cleaning - construction - Residential	SF	50.21
CLNFWASH	Clean with presolvent/chemical spray	SF	50.28
CNCCS	Concrete sealer - brush or spray applied	SF	50.78
CNCFTL	Footings - labor & materials - Reinforced	CY	\$512.42
CNCFW	Concrete wall - labor & materials - Reinforced	CY	\$553.16
CNCNEU	Concrete knee wall - 8" wall	SF	\$23.04
CNCPIER	Concrete pier or footing with post anchor	EA	\$98.92
CNCPIERCY	Deck pier or footing	CY	\$129.17
CNCPL8	Concrete Pile - 18" diameter	LF	\$57.59
CNCPL12	Concrete Pile - 12" diameter	LF	\$42.96
CNCPL24	Concrete Pile - 24" diameter	LF	\$94.75
CNCPTA6	Post anchor - 6"	EA	\$28.89
CNCSL1	Concrete slab on grade - 4" finished in place	SF	\$6.22
CNCSL6	Concrete slab on grade - 6" finished in place	SF	\$8.57
CNCSTRM	Concrete slab reinforcement - 8" x 6", #10 wire mesh	SF	\$0.79
CNCSTPL	Precast slabs - concrete - 1 to 2 ft. thick - 4' wide	EA	\$721.22
CNCSTPLC	Precast slabs - concrete - 3 to 4 ft. thick - 4' wide	EA	\$928.48
CNCSTPL6	Spiral wound fiberboard tube - 16"	LF	\$19.37
CONROCM	Contents - move out then rest	EA	\$46.32
CONROCMC	Contents - move out then rest - Small room	EA	\$31.79
CONROCMG	Contents - move out then rest - Large room	EA	\$69.43
CONROCMH	Contents - move out then rest - Extra large room	EA	\$138.97
CONSTOCPM	Job site moving/storage container - 20' long - per month	MO	\$220.00
CONSTOCPMH	Job site moving container - pick up/del. fee, w/eq 12' 20'	EA	\$105.09
DMUDDUMP	Dumpster load - Approx. 20 yards, 4 tons of debris	EA	\$405.01
DMUDDUMPS	Dumpster load - Approx. 30 yards, 5-7 tons of debris	EA	\$750.00
DMOHL	Dismantle/move home (1001 sf - 2000 sf)	SF	\$3.31
DMOHSKPH	Flare protection - self adhesive plastic film	SF	\$0.46
DORAV	Interior door unit - Standard grade	EA	\$203.90
DORBN	Bifold door set - laminated/hologary - Double	EA	\$207.64
DORBNP	Bifold door - laminated/hologary - Single	EA	\$108.73
DORBNP	Bypass (sliding) door set - laminated/hologary	EA	\$147.96
DORBLVR	Interior door - full frame - pre-hung unit	EA	\$337.71
DORMAHD	Interior double door - laminated/hologary - pre-hung unit	EA	\$278.22
DOROTH18	Overhead door & hardware - 16 x 7' - Standard grade	EA	\$977.51
DOROTH18	Overhead door & hardware - 16 x 7' - Standard grade	EA	\$1,151.57
DOROTH9	Overhead door & hardware - 9 x 7' - Standard grade	EA	\$695.42
DORPKT	Pocket door unit - laminated/hologary	EA	\$241.90
DORSTRM1	Storm door assembly - Standard grade	EA	\$211.13
DORCK	Exterior door - metal - insulated - Standard grade	EA	\$260.18
DORCKSTRU	Additional charge for a retrofit exterior door	EA	\$130.04

Xactimate Price List: LABRXX_SEP20RLA1
All Items List

Item	Description	Unit	Unit Price
DOORXRT/DOOR	Additional charge to cut down an exterior door	EA	\$108.36
DOORXSLT	Interior door saddle - saddle only	EA	\$348.82
DRY1/2	1/2" drywall - hung, taped, floated, ready for paint -	SF	\$2.29
DRY1/2-	Replacement (use for drywall, plaster and paneling) 1/2" drywall - hung, taped, ready for texture	SF	\$2.07
DRY1/2B	1/2" drywall - hung only (no tape or finish)	SF	\$1.57
DRY1/2R	1/2" drywall - Removal	SF	\$3.29
DRY1/2TP	Tape, float and make ready for paint already hung drywall	SF	\$0.68
DRY1/2WB	1/2" water rock (greenboard) hung, taped, floated, ready for	SF	\$2.19
DRY5/8C	paint	SF	\$2.40
DRY5/8C	5/8" drywall - type C - hung, taped, light texture	SF	
DRYAC	Acoustic ceiling (popcorn) texture - Ceiling Only	SF	\$0.79
DRYMASKSP	Mask per square foot for drywall or plaster work	SF	\$0.19
DRYMINRP	Drywall Repair - Minimum Charge - Labor and Material -	EA	\$334.36
DRYPATCH	Minimum repair up to 32 SF	EA	\$57.69
DRYPATCH	Drywall Repair - Minimum Charge - Labor and Material -		
DRYTEX-	Minimum repair up to 4 SF Texture drywall - machine	SF	\$0.38
DRYTEX++	Texture drywall - smooth / skim coat - Ceiling Only	SF	\$0.99
EL110	110 volt copper wiring run, box and outlet	EA	\$65.01
EL110BOX	110 volt copper wiring run and box - rough in only	EA	\$52.41
EL110S	110 volt copper wiring run, box and switch	EA	\$65.40
EL120	120 volt copper wiring run, box and receptacle	EA	\$136.18
EL120BOX	120 volt copper wiring run and box - rough in only	EA	\$105.56
EL2ANN	504 Hearing/Visual Impaired Door Annunciator	EA	\$219.65
EL2BFAN	Bedroom ventilation fan, light, and heater	EA	\$353.04
EL2BP200	Breaker panel - 200 amp main fuse breakers	EA	\$2,100.02
EL2BPC	Electrical panel cover	EA	\$54.02
EL2BRGFI	Circuit breaker - ground fault circuit interrupter (GFI)	EA	\$63.60
EL2CD	Carbon monoxide detector - Standard grade	EA	\$87.03
EL2DISC60	Disconnect box - 60 amp - non fused	EA	\$159.54
EL2GFI	Ground fault interrupter (GFI) outlet	EA	\$32.99
EL2GROD	Grounding rod - copper clad with clamp, 6'	EA	\$122.01
EL2LJAB	Electrician - per hour 2.5 hour runs through charge order	HR	\$89.78
EL2MAST	Meter mast for overhead power - 2" conduit	EA	\$340.22
EL2METER	Meter base and main disconnect - 200 amp	EA	\$478.41
EL2OL220	220 volt outlet	EA	\$32.87
EL2OL220CV	220 volt outlet cover	EA	\$3.76
EL2OS	Outlet	EA	\$48.04
EL2OS+	Outlet - High grade - for kitchen use only	EA	\$21.59
EL2OSACOV	Outlet or switch cover	EA	\$3.27
EL2OS5	Switch	EA	\$18.43
EL2OSTR	Outlet - tamper resistant	EA	\$20.01
EL2R4WIR	Removal - average residence - copper wiring	SF	\$3.02
EL2SEC	Security system - contact wires (per opening) REMOVE ONLY	EA	\$2.76
EL2SECP	Security system - control panel REMOVE ONLY	EA	\$3.67
EL2SFLX	Liquid tight flexible conduit, 1"	LF	\$19.81
EL2SMODE	Smoke detector - Standard grade	EA	\$46.78
EL2SS60	Safety switch (disconnect) - 60 amp 240v 3P type 1	EA	\$290.98
EL2W4	#4 gauge copper wire - stranded or solid	LF	\$2.42
EL2WALL	Wall heater	EA	\$290.70
EL2XOS	Exterior outlet or switch	EA	\$24.44
PCCAV-	Carpet - Standard grade - Replacement	SF	\$3.16
PCCAVR	Carpet - Removal	SF	\$3.91
PCCFEGF	Carpet - metal transition strip	LF	\$3.87
PCCFAD-	Carpet pad - Standard grade	SF	\$0.57
PCCSTP	Stop charge for "waterfall" carpet installation	EA	\$12.94
PCTAV-	Tile floor covering - Standard grade - Minimum repair only up to 25 SF	SF	\$6.19
PCTBTMU2	1/2" Cement board	SF	\$4.11
PCTGROUT	Respot tile floor	SF	\$2.43
PCTSHALO	Grout sealer	SF	\$0.90
PCTSHALS	Tilestone sealer	SF	\$0.70
PCTVAV-	Vinyl floor covering (sheet goods) - Standard grade	SF	\$3.82
PCTVEDG	Vinyl - metal transition strip	LF	\$3.87
PCTVPRP	Floor preparation for resilient flooring	SF	\$0.75
PCTWAV-	Oak flooring - #2 common - no finish REMOVE ONLY	SF	\$2.29

Xactimate Price List: LABRXX_SEP20RLA1
All Items List

Item	Description	Unit	Unit Price
PCWFIN-	Sand and seal wood floor	SF	\$3.13
PCWFINMN	Finish wood floor - Minimum charge - Minimum repair only up to 10 SF	EA	\$407.64
PCWLAM-	Laminate - simulated wood flooring - Standard grade REPLACEMENT	SF	\$1.16
PNC1X4	Trim board - 1" x 4" - installed (pine)	LF	\$3.16
PNCATTIC	Attic entrance cover and trim	EA	\$72.04
PNCB	Baseboard - 2 1/2"	LF	\$3.63
PNCBAL-	Balustrade - Standard grade	LF	\$85.78
PNCB	Casing - 2 1/2"	LF	\$2.18
PNCCLDSW	Shelving - wire (vinyl coated)	LF	\$12.23
PNCDDP	Door opening (jamb & casing) - 32" to 66" wide - paint grade	EA	\$129.13
PNCDDP>	Door opening (jamb & casing) - 36" to 60" wide - paint grade	EA	\$131.92
PNCDDP>>	Door opening (jamb & casing) - 60" or wider - paint grade	EA	\$174.61
PNCDB	Handrail - round / oval - softwood - wall mounted	LF	\$9.56
PNCDBH	Base shoe	LF	\$1.29
PNCDBL	Window sill	LF	\$3.12
PNCDBRT	Stair Slat/Apron - wall side - paint grade	LF	\$14.51
PNCSTOL	Window stool & apron	LF	\$7.21
PNCDBAC-	Bath accessory - Standard grade - towel bar, towel ring or toilet paper holder	EA	\$22.65
PNCDBH	Deadbolt - Standard grade	EA	\$40.20
PNCDBH	Door lockset & deadbolt - exterior - Standard grade	EA	\$71.01
PNCDBH	Door knob - interior - Standard grade	EA	\$42.56
PNCDBTP	Door stop - spring stop - mounted on baseboard	EA	\$10.38
PNCDBKT	Pocket door hardware	EA	\$102.60
PNCDBKL	Pocket door latch	EA	\$36.29
PNCDBH	Sliding patio-door handle	EA	\$18.24
PNCDBH	Shower curtain rod	EA	\$35.10
PNCDBHRA	Door threshold, aluminum - REPLACE ONLY	LF	\$15.96
PNCDBH	Door weather stripping	EA	\$39.19
PNCDBH	Fireplace insert	EA	\$2,966.76
PNCDBH	Fireplace gas log set - 18" to 24"	EA	\$446.23
PNCDBH	Fireplace gas log set - Detach & reset	EA	\$95.90
PNCDBH	Fireplace hearth - tile	SF	\$14.81
PNCDBH	Fireplace screen - Standard grade	EA	\$106.26
PNCDBH	Single wall flue adapter block	LF	\$29.87
PRMEX10	1" x 10" lumber (.81 BF per LF)	LF	\$4.08
PRMEX12	1" x 12" lumber (.1 BF per LF)	LF	\$4.72
PRMEX2	1" x 2" lumber (.167 BF per LF)	LF	\$2.35
PRMEX3	1" x 3" lumber (.25 BF per LF)	LF	\$2.87
PRMEX4	1" x 4" lumber (.333 BF per LF)	LF	\$2.80
PRMEX6	1" x 6" lumber (.5 BF per LF)	LF	\$3.13
PRMEX8	1" x 8" lumber (.667 BF per LF)	LF	\$3.66
PRMEX10	2" x 10" lumber (.67 BF per LF)	LF	\$4.20
PRMEX10RT	2" x 10" x 8' #2 treated pine (material only)	EA	\$18.53
PRMEX10T	2" x 10" lumber - treated (.67 BF per LF)	LF	\$5.03
PRMEX12	2" x 12" lumber (.2 BF per LF)	LF	\$5.24
PRMEX12T	2" x 12" lumber - treated (.2 BF per LF)	LF	\$6.25
PRMEX12	2" x 2" lumber - treated (.33 BF per LF)	LF	\$2.35
PRMEX2X8T	2" x 2" x 8' #2 treated pine (material only)	EA	\$3.66
PRMEX3	2" x 3" lumber (.5 BF per LF)	LF	\$2.43
PRMEX4	2" x 4" lumber (.667 BF per LF)	LF	\$2.76
PRMEX4T	2" x 4" lumber - treated (.667 BF per LF)	LF	\$2.95
PRMEX6	2" x 6" lumber (1 BF per LF)	LF	\$3.01
PRMEX6T	2" x 6" lumber - treated (1 BF per LF)	LF	\$3.34
PRMEX6X8T	2" x 6" x 8' #2 treated pine (material only)	EA	\$22.96
PRMEX6X8T	2" x 6" x 8' #2 treated pine (material only)	EA	\$9.88
PRMEX8	2" x 8" lumber (1.33 BF per LF)	LF	\$3.57
PRMEX8T	2" x 8" lumber - treated (1.33 BF per LF)	LF	\$4.19
PRMEX8	Stud wall - 2" x 4" x 8' - 16" oc	LF	\$20.93
PRMEX8	Stud wall - 2" x 4" - 16" oc	SF	\$2.56
PRMEX8	Labor to frame 2" x 4" load bearing wall - 16" oc	SF	\$1.41
PRMEX4	4" x 4" square wood post (.33 BF per LF)	LF	\$5.21
PRMEX4T	4" x 4" wood post - treated (.33 BF per LF)	LF	\$5.56
PRMEX4X8T	4" x 4" x 8' - treated lumber post - material only	EA	\$12.86
PRMEX6X8T	6" x 6" x 8' - treated lumber post - material only	EA	\$25.14

Nacimate Price List: LABRXX_SEP20RLA1
All Items List

Item	Description	Unit	Unit Price
FRMAFR2	Wedge anchor bolt - 1/2" x 5 1/2"	EA	\$18.54
FRMBB	Brickie board - 1/2" (composition or fiberboard sheathing)	SF	\$1.54
FRMBMD4X10	Beam - engineered strand lumber - 3 1/2" x 9 1/2"	LF	\$20.19
FRMBMD4X12	Beam - engineered strand lumber - 3 1/2" x 11 7/8"	LF	\$21.80
FRMBMD4X10	Beam - micro-lam - 3 1/2" x 9 1/2"	LF	\$16.61
FRMBMD4X12	Beam - micro-lam - 3 1/2" x 11 7/8"	LF	\$19.31
FRMBMD4X8	Beam - micro-lam - 3 1/2" x 7 1/4"	LF	\$15.61
FRMBRFB	Drilled bottom plate - 2" x 6" treated lumber	LF	\$8.30
FRMDCL6	4" softwood landing planking - Labor only (per SF)	SF	\$5.08
FRMDCKLL	Landing hand rail/guard rail - Labor only	LF	\$17.12
FRMFLTRC	Floor trusses - up to 16" deep	LF	\$5.38
FRMFRBT	Joist bridging tie	EA	\$5.15
FRMFRNG	Framing hanger	EA	\$15.86
FRMFRNGS	Framing hanger - large	EA	\$17.03
FRMFRSIS	Framing/strut hurricane stop	EA	\$10.60
FRMFRSTP	Framing strap - 24" long	EA	\$24.24
FRMFRSTP66	Framing strap - 66" long	EA	\$53.71
FRMFRWAY	Metal way brace	EA	\$38.27
FRMFUR2	Furring strip - 2" x 2"	SF	\$1.44
FRMFUR2	Furring strip - 2" x 2" - applied to concrete	SF	\$2.32
FRMJL1	Joint - 12" deep - 3 1/2" flange	LF	\$7.12
FRMJL4S	Joint - 14" deep - 3 1/2" flange	LF	\$7.65
FRMJL6S	Joint - 16" deep - 3 1/2" flange	LF	\$8.02
FRMJOI	Labor to install joint - floor or ceiling - 2x10	LF	\$2.66
FRMJOIS	Joint - floor or ceiling - 2x10 - subblocking - 16" oc	SF	\$4.19
FRMJOLF	Joint - floor or ceiling - 2x8 - subblocking	LF	\$3.69
FRMJHL2	Sheathing - plywood - 1/2" CDX	SF	\$2.24
FRMJHL2P	Sheathing - plywood - 1/2" CDX - fire treated	SF	\$3.02
FRMJHL4	Sheathing - plywood - 3/4" CDX	SF	\$2.77
FRMJHL4TG	Sheathing - plywood - 3/4" - tongue and groove	SF	\$3.97
FRMJHPS	Sheathing - plywood - 5/8" CDX	SF	\$2.32
FRMJHL2P	Sheathing - additional cost for H clips	SF	\$0.07
FRMJHVL2	Sheathing - full faced trim - 1/2"	SF	\$1.39
FRMJHW2	Sheathing - OSB - 1/2"	SF	\$2.70
FRMJHW2GT	Sheathing - OSB - 3/4" - tongue and groove	SF	\$3.97
FRMILL36	Sill end trim - 6"	LF	\$0.36
FRMSTR	Total Structural Repair Costs	EA	\$50.00
FRMTPL4	Top plate - 2" x 4"	LF	\$2.82
FRMTPL6	Top plate - 2" x 6"	LF	\$3.09
FRMTR4	Truss - 4/12 slope	LF	\$8.32
FRMTRSC4	Scissor truss - 4/12 slope	LF	\$9.55
FRMBL42	Underlayment - 1/2" particle board	SF	\$1.88
FRMBL34	Underlayment - 3/4" particle board	SF	\$2.10
HMRACAKMV	Scrape off asbestos acoustic (popcorn) texture (no haul off)	SF	\$3.53
HMRASDIN	Apply asbestos fiber encapsulating compound	SF	\$1.04
HMRASDME2	Tear off asbestos drywall (no haul off)	SF	\$1.47
HMRASDMM	Remove asbestos floor mastic (no haul off)	SF	\$3.67
HMRASDMS	Tear off asbestos siding (no haul off)	SF	\$2.37
HMRASDMV	Tear out asbestos vinyl floor covering (no haul off)	SF	\$3.02
HMRASDMVN	Tear off rigid asbestos shingles (no haul off)	SQ	\$197.08
HMRASBT	Asbestos test fee - full service survey - base fee	EA	\$407.00
HMRASBTPS	Asbestos test fee - full service survey - per sample	EA	\$54.17
HMRASBTS	Asbestos test fee - self test (per sample)	EA	\$61.37
HMRASVAKMV	Tear off asbestos acoustic ceiling tile (no haul off)	SF	\$3.24
HMRHEDTM	Hazardous Material Remediation (Rad Item)	EA	\$60.00
HMRHORM	Apply anti microbial agent to (V)	SF	\$0.28
HMRHLAG	Plastic bag - used for hazardous waste cleanup - Medium	EA	\$1.94
HMRHLAGS	Plastic bag - used for hazardous waste cleanup - Small	EA	\$1.20
HMRHLAGL	Plastic bag - used for hazardous waste cleanup - Large	EA	\$3.57
HMRHLOX	Box and liner - used for hazardous waste cleanup - Medium	EA	\$3.94
HMRHLOXS	Box and liner - used for hazardous waste cleanup - Small	EA	\$3.08
HMRHLOXL	Box and liner - used for hazardous waste cleanup - Large	EA	\$7.65
HMRHCL4	Plastic container - hazardous waste cleanup - 14 gal	EA	\$67.55
HMRHCL30	Plastic container - hazardous waste cleanup - 30 gal	EA	\$166.03

Nactimate Price List: LABRXX_SEP20RLA1

All Items List

Item	Description	Unit	Unit Price
HMGRHC0	Plastic container - hazardous waste cleanup - 60 gal	EA	\$122.05
HMGRHC0N	Plastic container - hazardous waste cleanup - Medium	EA	\$95.90
HMGRHC0Nc	Plastic container - hazardous waste cleanup - Small	EA	\$6.94
HMGRHC0Nc	Plastic container - hazardous waste cleanup - Large	EA	\$16.53
HMGRH1PAVAS	HEPA Vacuuming - Detailed - (FEH 50)	SF	\$0.78
HMGRH1W	Hazardous waste handling & disposal - (Fed Item)	EA	\$0.00
HMRLABH	Hazardous Waste/Mold Cleaning Technician - per hour	HR	\$66.02
HMRLABHA	Hazardous Waste/Mold Cleaning Technician - after hours	HR	\$95.13
HMRLABHS	Hazardous Waste/Mold Cleaning - Supervisory/Admin - per hour	HR	\$76.34
HMRLABHSA	Hazardous Waste/Mold Cleaning - Supervisory/Admin - after hr	HR	\$114.63
HMGRMN	Hazardous Waste/Mold Remediation - Labor Minimum	EA	\$165.09
HMGRPF8	Aid for personal protective equipment - hazardous cleanup	EA	\$16.35
HMGRPOT	Protect - Cover with plastic - Small	SF	\$0.32
HVCACCN2+	Central air - condenser unit - 2 ton - 14-15 SEER	EA	\$1,623.08
HVCACCN2S+	Central air - condenser unit - 2.5 ton - 14-15 SEER	EA	\$1,668.84
HVCACCN3+	Central air - condenser unit - 3 ton - 14-15 SEER	EA	\$1,020.16
HVCACCN3S+	Central air - condenser unit - 3.5 ton - 14-15 SEER	EA	\$2,092.21
HVCACCN4+	Central air - condenser unit - 4 ton - 14-15 SEER	EA	\$2,156.26
HVCACCN5+	Central air - condenser unit - 5 ton - 14-15 SEER	EA	\$2,763.23
HVCACF+	Condenser pad - 36" x 36"	EA	\$74.70
HVCACRC	Central air cond. system - recharge - 30lb refrigerant	EA	\$343.38
HVCACREY	Central air cond. system - refrigerant evacuation	EA	\$132.05
HVCAC7W	AC unit w/filter - through wall/window - 8,000 BTU	EA	\$769.02
HVCAC7Wc	AC unit w/filter - through wall/window - 5,000 BTU	EA	\$716.34
HVCAC7Ws	AC unit w/filter - through wall/window - 12,000 BTU	EA	\$834.37
HVCAC7Wc	AC unit w/filter - through wall/window - 14,000 BTU	EA	\$1,082.43
HVCADH2	Air handler - with heat element and A/C coil - 2 ton	EA	\$1,729.69
HVCADH3	Air handler - with heat element and A/C coil - 3 ton	EA	\$1,928.98
HVCADH4	Air handler - with heat element and A/C coil - 4 ton	EA	\$2,190.50
HVCADH5	Air handler - with heat element and A/C coil - 5 ton	EA	\$2,300.64
HVCCA	Cold air return cover	EA	\$30.17
HVCCOIL2	Cool - 2 ton - cased	EA	\$463.52
HVCCOIL3	Cool - 3 ton - cased	EA	\$499.52
HVCCOIL4	Cool - 4 ton - cased	EA	\$742.70
HVCCOIL5	Cool - 5 ton - cased	EA	\$861.30
HVCDCT	Ductwork system - hot or cold air - 1200 to 1599 SF home	EA	\$4,309.23
HVCDCTc	Ductwork system - hot or cold air - 901 to 1199 SF home	EA	\$3,440.88
HVCDCT+	Ductwork system - hot or cold air - up to 900 SF home	EA	\$2,976.04
HVCDCT>	Ductwork system - hot or cold air - 1600 to 2199 SF home	EA	\$5,276.24
HVCDCT>	Ductwork system - hot or cold air - 2200 to 2500 SF home	EA	\$6,174.11
HVCDCTH	Ductwork - flexible - insulated - 4" round	LF	\$7.35
HVCDCTH10	Ductwork - hot or cold air - 10" round	LF	\$19.16
HVCDCTPL	Ductwork - Mechanical room - Plenum & Return air	EA	\$974.17
HVCDCTPLJ	Ductwork - Mech. room - Plenum & Return air - Insulated	EA	\$964.24
HVCDRNL	Condensate drain line	EA	\$49.58
HVCDVENT	Clothes dryer vent - installed	EA	\$67.60
HVCDVENTH2	Clothes dryer vent cover	EA	\$33.43
HVCDVENT+	Foundation vent - installed in masonry block/brick	EA	\$68.07
HVCFRP	Furnace - floor - up to 50,000 BTU	EA	\$1,636.33
HVCFRGL2	Furnace - horizontal or vertical - forced air - 48 - 75,000 BTU	EA	\$1,785.99
HVCFRGL2>	Furnace - horizontal or vertical - forced air - 80,000 BTU	EA	\$2,018.53
HVCFRGL2>>	Furnace - horizontal or vertical - forced air - 100,000 BTU	EA	\$2,343.49
HVCLINO	Refrigerant line set - 3/8" x 3/4" tubing - up to 30'	EA	\$308.30
HVCLRCP	Lacking From Caps	EA	\$36.08
HVCMN	Hot, Vent, & Air Conditioning - Minor repair	EA	\$223.83
HVCFAN	Emergency drip pan	EA	\$10.89
HVCFRG	Heat/AC register - Mechanically attached	EA	\$22.46
HVCFRGP	Heat/AC register - Floor register	EA	\$15.16
HVCTS	Thermostat - Standard grade	EA	\$76.32
HVCFVENT4	Furnace vent - aluminum - 4"	LF	\$12.64
HVCFVENTS+	Furnace vent - double wall - 6"	LF	\$44.32
HVCFWH	Wall heater - blue flame vent free - up to 50,000 BTU	EA	\$400.84
PNMFI	Foam pipe insulation - 1" wall for 1" to 1 1/2" pipe	LF	\$6.92
PNMFI/2	Foam pipe insulation - 1/2" wall for 1" to 1 1/2" pipe	LF	\$4.79

All Items List

Item	Description	Unit	Unit Price
INMF1/2c	Foam pipe insulation - 1/2" wall for 1/2" to 3/4" pipe	LF	\$3.06
INMF1/2s	Foam pipe insulation - 1/2" wall for 2" to 3" pipe	LF	\$6.20
INMF1c	Foam pipe insulation - 1" wall for 1/2" to 3/4" pipe	LF	\$3.61
INMF1s	Foam pipe insulation - 1" wall for 2" to 3" pipe	LF	\$6.34
INMF3/4	Foam pipe insulation - 3/4" wall for 1" to 1 1/2" pipe	LF	\$6.19
INMF3/4c	Foam pipe insulation - 3/4" wall for 1 1/2" to 3" pipe	LF	\$4.75
INMF3/4s	Foam pipe insulation - 3/4" wall for 2" to 3" pipe	LF	\$7.58
INSH1/2	Floors-in insulation - 12" depth - R30 - ceilings	SF	\$1.83
INSH1/4	Floor insulation - 4" - R13 - paper faced - walls	SF	\$0.91
INSH1/6	Bath insulation - 6" - R19 - paper faced - subfloors	SF	\$1.51
INSHVNTF	Baffle vent - foam	LF	\$1
INSHWRAP	House wrap (air/moisture barrier)	SF	\$0.80
INSHD1/2	Rigid foam insulation board - 1/2"	SF	\$0.98
INSHD3/4	Rigid foam insulation board - 3/4"	SF	\$1.03
LABIMKT	Hazardous Waste/Mold Cleaning Technician - per hour	HR	\$66.07
LABIMKTS	Hazardous Waste/Mold Cleaning Supervisory/Admins - per hour	HR	\$76.34
LITAV-	Light fixture - Standard grade	EA	\$26.69
LITBAC3	Light bar - 3 lights	EA	\$89.00
LITBFLT4	Light bulb - Fluorescent tube - 4 soft white - mat. only	EA	\$5.88
LITFLGL	Light bulb - Incand. small or medium globe - mat. only	EA	\$1.47
LITFL-	Fluorescent light fixture - Standard grade	EA	\$86.93
LITFLNE-	Ceiling fan & light - Standard grade	EA	\$254.42
LITFLN-	Exterior light fixture - Standard grade	EA	\$76.75
MASBRK	Brick veneer - Standard grade (i.e., concrete)	SF	\$14.26
MASPOINT	Ke-point masonry	SF	\$3.32
MILVTSNK	Vanity top - one sink - cultured marble	LF	\$83.70
MILVTSNKE	Vanity top - two sinks - cultured marble	LF	\$119.24
MFRCLKA	Carling - acrylic	LF	\$1.84
MSEAV-	Mirror - 1/8" plate glass - up to 66" per sink	SF	\$11.67
ORCDORS	Ornamental iron - Security door - Detach & Reinst only	EA	\$319.81
ORCDRL-	Ornamental iron - security grill - window - Remove Only	SF	\$18.48
PLAMSRP	Interior Plaster Repair - Min. Charge - Labor and Material - Minimum repair only up to 6 SF	EA	\$344.31
PLAWLATH	Tear off plaster on wood lath	SF	\$1.58
PLMDPI	Black pipe with fitting and hanger, 1"	LF	\$17.38
PLMDRN1	Drain/Vent line - ABS pipe with fitting and hanger, 1 1/2"	LF	\$30.19
PLMDRN2	Drain/Vent line - ABS pipe with fitting and hanger, 2"	LF	\$44.53
PLMDRN3	Drain/Vent line - ABS pipe with fitting and hanger, 3"	LF	\$17.80
PLMDRN4	Drain/Vent line - ABS pipe with fitting and hanger, 4"	LF	\$19.07
PLMDRN6	Drain/Vent line - ABS pipe with fitting and hanger, 6"	LF	\$30.98
PLMDWF	Drain/water connection	EA	\$146.56
PLMFAU-	Sink faucet - Kitchen - Economy grade	EA	\$164.33
PLMFAUBA-	Sink faucet - Bathroom - Economy grade	EA	\$154.33
PLMFTLF3/4	Flexible gas tubing - CSST, 3/4" - per LF	LF	\$14.19
PLMGAS	Natural gas service line	LF	\$10.90
PLMHSSD	504 Wall/Hard Shower with Slide Bar	EA	\$311.19
PLMHSSHP	504 Wall/Hard Shower with Slide Bar and Tub Faucet	EA	\$392.68
PLMLAB	Plumber - per hour 2.5 hour max through charge only	HR	\$128.20
PLMPSNK	Pedestal sink - Standard grade	EA	\$428.87
PLMPTRAP	P trap assembly - ABS plastic	EA	\$30.33
PLMPUMP	Well pump - 1 HP - 150' deep	EA	\$3,093.63
PLMPVC1	Water supply line - PVC with fitting and hanger, 1" REPLACE ONLY	LF	\$14.77
PLMRJTF-	Rough in plumbing - per fixture - WPEX - Branch system	EA	\$564.40
PLMRJBFX	Rough in plumbing - per fixture	EA	\$548.81
PLMRJSD	504 Roll In Fiberglass Shower Unit with Overflow Barrier 5233	EA	\$1,795.72
PLMRTS	504 Compliant Raised Toilet Seat - for use with standard toilet	EA	\$116.44
PLMRVSNK	504 Roll Under Wall Mounted Sink/Vanity with P trap & Valve Covers	EA	\$448.57
PLMSED	Cup Appliance Sediment Trap	EA	\$120.00
PLMSEWF	Sewage filtration/septic tank - 1500 gL	EA	\$4,449.70
PLMSEWF6	Sewage filtration/septic tank - 1250 gL	EA	\$4,086.23
PLMSEWFOc	Sewage filtration/septic tank - 1000 gL	EA	\$3,525.32
PLMSEWFS	Sewage filtration/septic tank - 2000 gL	EA	\$5,666.76
PLMSEWFP	Sewage filtration/septic tank - aerator pump	EA	\$454.19
PLMSEWFFUM	Sewage filtration/septic tank - diffuser pump	EA	\$441.32
PLMSHFLT	504 Seat Height Elongated Toilet	EA	\$393.93

Xactimate Price List: LABRXX_SEP20RLA1

All Items List

Item	Description	Unit	Unit Price
PLMSL1	Water supply line - copper with fitting and hanger, 1"	LF	\$24.32
PLMSL1/2	Water supply line - copper with fitting and hanger, 1/2"	LF	\$18.13
PLMSL1-1/2	Water supply line - copper with fitting and hanger, 1-1/2"	LF	\$31.04
PLMSL2	Water supply line - copper with fitting and hanger, 2"	LF	\$42.01
PLMSL3	Water supply line - copper with fitting and hanger, 3"	LF	\$67.79
PLMSL3/4	Water supply line - copper with fitting and hanger, 3/4"	LF	\$20.66
PLMSL3/8	Water supply line - copper with fitting and hanger, 3/8"	LF	\$18.67
PLMSNK	Sink - single - Standard grade	EA	\$207.30
PLMSNK2	Sink - double - Standard grade	EA	\$306.67
PLMSNKST4	Sink strainer and drain assembly - 2"	EA	\$40.61
PLMSTUP	Angle stop valve	EA	\$40.27
PLMSTPAU	Shower faucet - Standard grade	EA	\$215.52
PLMSWR	Fiberglass shower unit - Standard grade	EA	\$354.78
PLMTLF	Toilet - Standard grade	EA	\$426.48
PLMTLFL	Toilet flange	EA	\$291.35
PLMTLFS	Toilet seat - Standard grade	EA	\$47.51
PLMTSPAU	Tub/shower faucet - Standard grade	EA	\$292.13
PLMTUB	Tub/shower - Standard grade	EA	\$426.97
PLMTUBS	Fiberglass tub & shower combination - Standard grade	EA	\$1,061.99
PLMTUBS	Fiberglass tub surround only - Standard grade	EA	\$413.90
PLMWSCV	Washing machine outlet box with valves	EA	\$271.51
PLMWSD04	Water heater - 30 gallon - Gas - 9 yr	EA	\$1,008.51
PLMWSD004	Water heater - 30 gallon - Electric - 9 yr	EA	\$902.64
PLMWSD04	Water heater - 50 gallon - Gas - 9 yr	EA	\$1,202.61
PLMWSD004	Water heater - 50 gallon - Electric - 9 yr	EA	\$1,048.99
PLMWHS	Water heater blower	EA	\$37.13
PLMWHPAN	Water heater overflow drain pan	EA	\$54.03
PLMWHSZS	Wall pump - submersible - 1/2 hp - pump w/strainer	EA	\$1,736.97
PLMWYANK	Pressurized water tank - 40 gallons	EA	\$774.16
PLMXPAU	Exterior faucet / hose bibb	EA	\$79.89
PNTAV	Painting - Standard grade - Removal	SF	\$3.12
PNTAWN	Paint aluminum awning	SF	\$0.78
PNTBSP	Seal & paint baseboard - two coats	LF	\$1.17
PNTBLS2	Paint baseboard - three coats	LF	\$21.34
PNTBLS2SP	Seal & paint baseboard - three coats	LF	\$31.30
PNTBLS2SP	Seal & paint baseboard w/cap &/or shoe - two coats	LF	\$1.41
PNTBLS2SP	Seal & paint baseboard w/cap &/or shoe - three coats	LF	\$1.59
PNTBSP	Paint bi-fold door set - slab only - 2 coats (per side)	EA	\$36.97
PNTBSPC	Paint single bi-fold door - slab only - 2 coats (per side)	EA	\$24.23
PNTBSPSP	Seal & paint bi-fold door set - slab only (per side)	EA	\$40.68
PNTBSPSPC	Seal & paint single bi-fold door - slab only (per side)	EA	\$24.75
PNTBLR	Paint boiler unit	EA	\$1149.08
PNTBSP	Paint bypass door set - slab only - 2 coats (per side)	EA	\$36.69
PNTBSPSP	Seal/Paint bypass door set - slab only - 2 coats (per side)	EA	\$36.74
PNTBPNL	Prime & paint brooder panel cover	EA	\$16.01
PNTC2	Paint casing - oversized - two coats	LF	\$1.24
PNTC2SP	Seal & paint casing - oversized - three coats	LF	\$1.83
PNTC3SP	Seal & paint casing - three coats	LF	\$1.18
PNTC3SP	Seal & paint casing - three coats	LF	\$1.79
PNTCLA	Prime & paint cold air return (cover)	EA	\$43.99
PNTCLAP	Paint cafe doors - pair - 2 coats (per side)	EA	\$24.38
PNTCLSP	Seal & paint corbel - three coats	EA	\$21.85
PNTCLOS	Seal & paint closet shelving - single shelf	EA	\$40.77
PNTCLOSL	Seal & paint closet shelving - linen closet	EA	\$50.78
PNTCLOSLF	Seal & paint closet shelving	LF	\$7.24
PNTCM2SP	Seal & Paint core molding - three coats	LF	\$1.17
PNTCNC	Paint concrete (V)	SF	\$0.78
PNTCWN2SP	Seal & paint crown molding, oversized - three coats	LF	\$1.88
PNTCWN2SP	Seal & paint crown molding - three coats	LF	\$1.78
PNTDKP	Prime & paint deck - 2 coats primer, 2 coats paint	SF	\$1.69
PNTDKLPP1	Prime & paint ext. railing - 1 coat primer, 1 coat paint	LF	\$7.39
PNTDOR	Paint door slab only - 2 coats (per side)	EA	\$26.74
PNTDORT	Paint door/window trim & jamb - 2 coats (per side)	EA	\$24.78
PNTDORT	Paint door/window trim & jamb - Large - 2 coats (per side)	EA	\$29.14

Xactimate Price List: LABRXX_SEP20RLA1
All Items List

Item	Description	Unit	Unit Price
PNTFACW	Prime & paint exterior fascia - wood, 4" - 6" wide	LF	\$1.34
PNTFACW>	Prime & paint exterior fascia - wood, 6" - 8" wide	LF	\$1.67
PNTFHI	Seal & paint full height cabinetry - inside and out	LF	\$39.56
PNTFHD	Seal & paint full height cabinetry - faces only	LF	\$18.32
PNTFR	Paint French door slab only - 2 coats (per side)	EA	\$26.40
PNTGRIL	Prime & paint ornamental iron grill	SF	\$1.90
PNTGR	Paint handrail - wall mounted	LF	\$0.99
PNTIST	Seal floor or ceiling joint system	SF	\$1.00
PNTLOW	Seal & paint cabinetry - lower - inside and out	LF	\$31.84
PNTLOWP	Seal & paint cabinetry - lower - faces only	LF	\$16.67
PNTLVK	Paint full covered door slab only - 2 coats (per side)	EA	\$40.30
PNTMAS	Seal block with masonry sealer	SF	\$0.72
PNTMASKSP	Mask (V) per square foot - plastic and tape - 4 mil	SF	\$0.20
PNTMASP	Paint masonry	SF	\$0.67
PNTMNTL	Seal & paint fireplace mantel	LF	\$4.05
PNTOH	Paint overhead door - 2 coats (per side)	EA	\$06.51
PNTOH>	Paint overhead door - Large - 2 coats (per side)	EA	\$138.09
PNTORG	Prime & paint ornamental iron handrail, 36" to 42" high	LF	\$8.08
PNTPG	Paint (V) - two coats	SF	\$0.78
PNTPNE	Seal & paint paneling	SF	\$0.90
PNTKAD	Prime & paint radiator unit	EA	\$20.90
PNTKADC	Prime & paint radiator cover	EA	\$27.51
PNTKOSTR	Prime & paint heat register	EA	\$8.61
PNTKSER	Seal & paint stair riser - per side - per LF	LF	\$2.86
PNTS-	Seal (V) w/PVA primer - one coat	SF	\$0.48
PNTSCJP	Scrape (V) & prep for paint	SF	\$0.30
PNTSFTR	Prime & paint exterior soffit - imposed rafters	SF	\$2.48
PNTSFTW	Prime & paint exterior soffit - wood	SF	\$1.76
PNTSH	Paint plywood sheathing	SF	\$0.46
PNTSHU3	Seal & paint base shoe or quarter round	LF	\$0.64
PNTSHW	Seal & paint wood sheathing, 12" - 24" width	LF	\$3.56
PNTSHL	Seal & paint window sill	LF	\$2.04
PNTSP2	Seal/prime then paint (V) twice (3 coats)	SF	\$1.04
PNTSTRIS	Paint disappearing (folding) stairway/attic access ladder	EA	\$123.72
PNTSTSE	Paint stair skivapron	LF	\$4.32
PNTSTSESP	Seal & paint stair skivapron (2 coats)	LF	\$3.33
PNTSWALL	Seal stud wall for odor control	SF	\$0.71
PNTTRD	Seal & paint stair tread - per side - per LF	LF	\$4.29
PNTTRIM	Seal & paint trim - two coats	LF	\$1.12
PNTUP	Seal & paint cabinetry - upper - inside and out	LF	\$26.56
PNTUPP	Seal & paint cabinetry - upper - faces only	LF	\$13.91
PNTVAN	Seal & paint vanity - inside and out	LF	\$30.10
PNTVANI	Seal & paint vanity - faces only	LF	\$15.16
PNTVENTG	Seal & paint wood gable vent	EA	\$33.94
PNTWDP	Paint wood patio door - 2 coats (per side)	EA	\$41.22
PNTWISW	Seal & paint wood window (per side)	EA	\$43.98
PNTWISW<	Seal & paint wood window (per side) - Small	EA	\$30.09
PNTWISW>	Seal & paint wood window (per side) - Large	EA	\$58.53
PNTWISWoo	Seal & paint wood window (per side) - Extra large	EA	\$70.88
PNTX2	Exterior - paint two coats	SF	\$1.03
PNTXDOR	Prime & paint door slab only - exterior (per side)	EA	\$26.99
PNTXSP2	Exterior - seal or prime then paint with two finish coats	SF	\$1.29
RFG290	3 tab - 25 yr. - composition shingle roofing - incl. felt	SQ	\$242.99
RFG290E	3 tab - 25 yr. - composition shingle roofing (per SdINGLE)	EA	\$11.92
RFG300	Laminated - comp. shingle cty. - w/ felt - Minimum repair only up to 250 SF (2.5 SQ)	SQ	\$295.76
RFGADDRM>	Add layer of comp. shingles, remove & disp. - Laminated	SQ	\$21.41
RFGADDRMV	Add layer of comp. shingles, remove & disp. - 3 tab	SQ	\$30.44
RFGASTR-	Asphalt starter - universal starter course	LF	\$1.78
RFGRI	Modified bitumen roof - Minimum repair only up to 250 SF (2.5 SQ)	SQ	\$300.91
RFGRI14	Build up & ply roofing - in place - Minimum repair only up to 250 SF (2.5 SQ)	SQ	\$413.61
RFGRI6P	Drop edge	LF	\$2.22
RFGRI7F	Flashstone roof coating - Flat roof - Minimum repair only up to 250 SF (2.5 SQ)	SF	\$2.14
RFGRLT15	Roofing felt - 15 lb.	SQ	\$24.57
RFOPL14	Flashing, 14" wide	LF	\$3.79

Nacimate Price List: LABRXX_SEP20RLA1

All Items List

Item	Description	Unit	Unit Price
RFCFL20	Flashing - 20" wide	LF	\$4.10
RFCFLCH	Chimney flashing - average (32"x30")	EA	\$327.03
RFCFLFIB	Flashing - pipe jack	EA	\$41.37
RFCGDIH	Additional charge for high roof (2 stories or greater)	SQ	\$20.56
RFCIWS	Ice & water shield	SF	\$1.42
RFCMNR	Roofing Repair - Minimum Charge - Labor and Material - Minimum repair only of 3 tab 25 yr. composition shingles up to 33 SF (1/3 SQ)	EA	\$437.49
RFCMFL	Metal roofing - Minimum repair only up to 250 SF (2.5 SQ)	SF	\$4.99
RFCREXQC	Ridge cap - composition shingles	LF	\$3.25
RFCREXGM	Ridge cap - metal roofing	LF	\$7.11
RFCRL	Koof roofing - Minimum repair only up to 250 SF (2.5 SQ)	SQ	\$133.30
RFCRL+	Koof roofing - 50% overlap - Minimum repair only up to 250 SF (2.5 SQ)	SQ	\$230.38
RFCMR1/2	Sheathing - radiant barrier - 1/2" - OSB	SF	\$2.99
RFCSTRP	Additional charge for steep roof - 7/12 to 9/12 slope	SQ	\$46.88
RFCSTRP+	Additional charge for steep roof - 10/12 - 12/12 slope	SQ	\$73.06
RFCSTRP++	Additional charge for steep roof greater than 12/12 slope	SQ	\$95.89
RFCSTRP	Steep flashing	LF	\$7.42
RFOVENTB	Roof vent - turbine type - Standard grade	EA	\$92.30
RFOVENTE	Exhaust cap - through roof - 6" to 8"	EA	\$80.51
RFOVENTE+	Exhaust cap - through roof - up to 4"	EA	\$71.30
RFOVENTG	Roof vent - off ridge type - 4"	EA	\$164.24
RFOVENTR	Continuous ridge vent - shingle over shingle	LF	\$8.29
RFOVENTT	Roof vent - turtle type - Metal	EA	\$56.22
RFOVMTL	Valley metal	LF	\$3.21
SDCLX4FC	Siding trim - 1" x 4" fiber cement trim board	LF	\$3.26
SDCLAS	Caulking - silicone	LF	\$2.19
SDCLCLP+	Fiber cement lap siding - 8" - Minimum repair only up to 4'	SF	\$4.35
SDGWRAP	in height from base	SF	\$0.35
	House wrap (air/water barrier)		
SDGMLAP	Siding - hardboard - lap pattern - 8" - Minimum repair only up to 4' in height from base	SF	\$4.08
SDGMTL-	Siding - aluminum (.009 thickness) - Standard grade -	SF	\$3.59
SDGMTLC	Minimum repair only up to 4' in height from base Metal outside corner post	LF	\$6.63
SDGMTLC	Metal inside corner post	LF	\$4.96
SDGMTLJ	Metal J trim	LF	\$3.79
SDGSRP	Siding - shingle - pine or equal - Minimum repair only up to 4' in height from base	SF	\$4.64
SDGSHTR	Shutters - simulated wood (polyethylene)	EA	\$117.47
SDGTL11	Siding - hardboard panel - joint grade	SF	\$2.71
SDGVNTG	Attic vent - cable and - vinyl	EA	\$122.90
SDGVNTGM+	Attic vent - cable and - metal - 30" x 30"	EA	\$104.47
SDGVNYL	Siding - vinyl	SF	\$3.77
SDGRACV	Fascia - fiber cement - 6"	LF	\$6.32
SDGRACV	Fascia - vinyl coated aluminum - 4" to 6"	LF	\$4.52
SDGRUTA	Gutter/downdrip - aluminum - up to 5'	LF	\$3.91
SDGMN	Soffit & Fascia - Labor Minimum	EA	\$223.26
SDGMTL1	Soffit & fascia - metal - 1" soondrip	LF	\$6.93
SDGMTL2	Soffit & fascia - metal - 2" soondrip	LF	\$13.23
SDGPTM	Soffit - metal	SF	\$3.19
SDGPTV	Soffit - vinyl	SF	\$4.43
SPBLPT	304 Residential Vertical Plenum Lift	EA	\$16,000.00
SPBRAMP	304 ADA UPAS Compliant ramp - 2-4 vertical foot	EA	\$6,500.00
SPBRAMP+	304 ADA UPAS Compliant ramp - 4-6 vertical foot	EA	\$12,000.00
STR3	Stairway - 3' wide (6" rise plus joint)	EA	\$994.83
STR4	Stairway - 4' wide (6" rise plus joint)	EA	\$838.40
STR4V	Stairway - stringers, treads & risers (per treads)	EA	\$70.63
STR4S	Stairway - disappearing dividers / attic access ladder	EA	\$341.41
STRKFRH	Stair riser - hardwood - up to 4'	EA	\$38.03
STRSTR	Stair stringer - softwood	LF	\$7.08
STRSTR+	Stair stringer - treated softwood	LF	\$8.07
STRTRD	Stair tread - up to 4'	EA	\$22.58
STRTRH	Stair tread - hardwood - up to 4'	EA	\$76.88
STUFOD	Stucco - Fog coat	SF	\$1.03
STUMNR	Stucco / Ext. Plaster Repair - Min. Charge - Minimum repair only up 4' of @ 3/4 thick (one 25lb bag of mix)	EA	\$297.69
STUSYNRP	Synthetic stucco repair	SF	\$7.12

Xactimate Price List: LABRXX_SEP20RLA1
All Items List

Item	Description	Unit	Unit Price
TBAJBAR	504 Handicap grab bar - Stainless steel 1 1/2" x 30"	EA	\$73.81
TBAJBAR-c	504 Handicap grab bar - Stainless steel 1 1/2" x 24"	EA	\$66.90
TBAJBAR-c>	504 Handicap grab bar - Stainless steel 1 1/2" x 36"	EA	\$85.71
TBAJBAR-c>>	504 Handicap grab bar - Stainless steel 1 1/2" x 48"	EA	\$96.71
TBASB	504 Shower bench	EA	\$447.29
TCRPPB	Add for personal protective equipment hazardous cleanup	EA	\$16.35
TILSWKs	Tile shower - 105 to 120 SF- Removal Only	EA	\$1,804.38
TILSUB	Tile sub (smooth) - up to 60 SF REMOVAL ONLY	EA	\$116.88
WD66V	6-0 6-6 vinyl sliding patio door	EA	\$654.52
WD66V	6-0 6-6 vinyl sliding patio door	EA	\$1,247.24
WD6ULAZ	Kaplane window, 20 - 16 sf	EA	\$119.72
WD6ULAZ-c	Kaplane window, 1 - 9 sf	EA	\$67.85
WD6ULAZ-c>	Kaplane window, 17 - 24 sf	EA	\$179.54
WD6ULAZ-c>>	Kaplane window, 25 - 30 sf	EA	\$224.56
WDVD	Vinyl window - double hung, 9-12 sf	EA	\$305.54
WDVD-c	Vinyl window - double hung, 4-8 sf	EA	\$268.17
WDVD-c>	Vinyl window - double hung, 13-19 sf	EA	\$344.53
WDVD-c>>	Vinyl window - double hung, 20-28 sf	EA	\$449.27
WDVRETR0	Additional charge for a retrofit window, 3-11 sf	EA	\$67.98
WDVRETR0>	Additional charge for a retrofit window, 12-23 sf	EA	\$96.18
WDVRETR0>>	Additional charge for a retrofit window, 24-40 sf	EA	\$125.69
WDVS	Vinyl window, single hung, 9-12 sf	EA	\$256.16
WDVS-c	Vinyl window, single hung, 4-8 sf	EA	\$202.29
WDVS-c>	Vinyl window, single hung, 13-19 sf	EA	\$295.98
WDVS-c>>	Vinyl window, single hung, 20-28 sf	EA	\$374.83
WTRBAG	Plastic bag - for hazardous material cleanup - Medium	EA	\$1.94
WTRBAG-c	Plastic bag - for hazardous material cleanup - Small	EA	\$1.20
WTRBAG-c>	Plastic bag - for hazardous material cleanup - Large	EA	\$3.57
WTRBOX	Box and liner - for hazardous material cleanup - Medium	EA	\$3.94
WTRBOX-c	Box and liner - for hazardous material cleanup - Small	EA	\$3.00
WTRBOX-c>	Box and liner - for hazardous material cleanup - Large	EA	\$7.93
WTRC14	Plastic container - hazardous material cleanup - 14 gal	EA	\$47.53
WTRC30	Plastic container - hazardous material cleanup - 30 gal	EA	\$56.05
WTRC60	Plastic container - hazardous material cleanup - 60 gal	EA	\$122.05
WTRCON	Plastic container - hazardous material cleanup - Medium	EA	\$6.90
WTRCON-c	Plastic container - hazardous material cleanup - Small	EA	\$6.94
WTRCON-c>	Plastic container - hazardous material cleanup - Large	EA	\$16.35
WTRPPB	Add for personal protective equipment hazardous cleanup	EA	\$16.35

Appendix F: Reconstruction and Elevation Allowance Calculator: Elevation up to Three (3) Feet

Restore Louisiana Homeowners Program

S2REC_v.1.3_2/15/2019

Solution 2 Reconstruction and Elevation Allowance calculator with elevation to 3'

Account ID_ Name:

	Item		Inputs	Units	Remarks
A	Enter allowable living area SF of existing flood-damaged home	A	0.00	sq. ft.	Allowable Living Area from square foot verification form in eGrants.
B	Enter allowable living area SF of new replacement home	B	0.00	sq. ft.	Allowable Living Area only of new construction.
C	Enter the lesser of line A and line B here	C	0.00	sq. ft.	Program eligible square footage.
D	Reconstruction Allowance w/Elevation up to 3'	D	108.00	\$	Current amount per SF for Recons as per RLHP Policy.
F	Multiply line C by line D and enter total here	F	0.00	\$	Preliminary calculated reconstruction & elevation up to 3' allowance.
G	Multiply line F by 1.2 and enter total here	G	0.00	\$	Adds 20% overhead to the preliminary reconstruction & elevation up to 3' allowance.
H	Enter total amount of DOB here	H	0.00	\$	Total Duplication of Benefits amount from eGrants , includes DOB Offset if applicable.
I	Subtract line H from line G and enter total here	I	0.00	\$	Calculated reconstruction and elevation up to 3' allowance less DOB.
J	Enter amount of Applicant's HOME and Elevation up to 3' Contract.	J	0.00	\$	Contract price for home reconstruction and elevation up to 3'.
K	Enter amount of Applicant's HOME and Elevation up to 3' Contract - Total DOB.	K	0.00		Contract price for home reconstruction and elevation up to 3' minus Total DOB.
L	Enter the lesser of line I and line K here	L	0.00	\$	Total Reconstruction and Elevation >3' Award
M	Enter required finish floor elevation	M	0.0	feet	Enter the greater of: (2) feet above the Base Flood Elevation (BFE), (2) feet above the Advisory Base Flood Elevation (ABFE), or the local jurisdiction requirement.
N	Enter lowest adjacent grade elevation	N	0.0	feet	From Elevation Certificate.
O	Subtract line N from line M and enter total here	O	0.0	feet	Program-required elevation height. If over nine feet (9') STOP and submit to Exceptions Panel for determination.

Appendix G: Reconstruction and Elevation Allowance Calculator: Elevation Greater than Three (3) Feet, up to Nine (9) Feet

Solution 2 Reconstruction and Elevation Allowance calculator with price per SF available for elevation > 3' & ≤ 9'

Account ID_Name:

Item	Inputs	Units	Remarks
A Enter allowable living area SF of existing flood-damaged home	A 0.00	sq. ft.	Allowable Living Area from square foot verification form in eGrants
B Enter allowable living area SF of new replacement home	B 0.00	sq. ft.	Allowable Living Area only of new construction
C Enter the lesser of line A and line B here	C 0.00	sq. ft.	Program eligible square footage
D Reconstruction Allowance w/Elevation up to 3'	D 108.00	\$	Current amount per SF for Recons as per RLHP Policy
E Reconstruction + Elevation >3' Allowance per SF	E 108.00	\$	If elevation >3' is required, consult Elevation Allowance Table below, add line F to line D
F Multiply line C by line E and enter total here	F 0.00	\$	Preliminary calculated reconstruction & elevation >3' allowance
G Multiply line F by 1.2 and enter total here	G 0.00	\$	Adds 20% overhead to the preliminary reconstruction & elevation >3' allowance
H Enter total amount of DOB here	H 0.00	\$	Total Duplication of Benefits amount from eGrants, includes DOB Offset if applicable
I Subtract line H from line G and enter total here	I 0.00	\$	Calculated reconstruction and elevation >3' allowance less DOB
J Enter amount of Applicant's HOME and Elevation >3' Contract	J 0.00	\$	Contract price for home reconstruction and elevation >3'
K Enter amount of Applicant's HOME and Elevation >3' Contract - Total DOB	K 0.00		Contract price for home reconstruction and elevation >3' minus Total DOB
L Enter the lesser of line I and line K here	L 0.00	\$	Total Reconstruction and Elevation >3' Award
M Enter required finish floor elevation	M 0.0	feet	Enter the greater of: (1) feet above the Base Flood Elevation (BFE), (2) feet above the Advisory Base Flood Elevation (ABFE), or the local jurisdiction requirement.
N Enter lowest adjacent grade elevation	N 0.0	feet	From Elevation Certificate
O Subtract line M from line L and enter total here	O 0.0	feet	Program required elevation "w/g't". If over nine feet (9') STOP and submit to Exceptions Panel for determination
P Enter allowable SF allowance from Elevation Table	P 0.00	\$	Instructions
Q Enter amount of Applicant's ELEVATION Contract (if separate)	Q 0.00	\$	For elevation of home only, from bottom of elevated floor system down into sub-grade, lump sum, including Overhead

For line O only: For elevations between two given height values: 1-3' elevation included in \$108 reconstruction per SF; >3' & ≤ 9' - use Elevation row and applicable allowable SF; ≥ 6' & ≤ 9' - use 9' Elevation row and applicable allowable SF; ≥ 6' - requires OCD review and approval. In cases where the project's allowable square footage is between two given square footage columns on the elevation allowance table, the value of the cost per square foot corresponding to the lower square footage of the two columns shall be utilized.

Elevation Allowance Table for RLHP Stick-Built Repair/Reconstruction Projects						
Elevation	850 ft ²	1100 ft ²	1300 ft ²	1400 ft ²	1700 ft ²	2100+ ft ²
6ft	\$36.63	\$33.90	\$32.81	\$33.27	\$30.87	\$28.35
9ft	\$40.73	\$37.62	\$36.42	\$36.95	\$34.28	\$31.47

Appendix H: Flood Insurance Requirements and Verification

Solution/Project Type	Timing Requirement	Consequence
Repair Projects (Solution 1 and 2) <i>Note: Also applies to repair projects where a reimbursement amount is due to the applicant, i.e. Solution 1,3 and 2,3 combinations.</i>	Proof of sufficient flood insurance coverage must be provided at grant agreement execution.	<p>Applicant cannot close without proof of sufficient flood insurance coverage provided to the RLHP at grant agreement execution.</p> <p>If flood insurance is not available due to the disrepair of the damaged home, the applicant(s) must submit proof that insurance coverage was denied at the grant agreement execution (note: proof of sufficient flood insurance coverage will be confirmed at final inspection).</p>
Reconstruction Projects (Solution 1 and 2) or Solution 2 MHU Replacement	Proof of sufficient flood insurance coverage can be provided at final inspection but must be provided prior to disbursement	Cannot receive final payment of grant dollars without proof of sufficient flood insurance coverage provided to the RLHP.
Solution 3 (Stick-built and MHU)	Proof of sufficient flood insurance coverage must be provided at grant agreement execution.	Applicant cannot close without proof of sufficient flood insurance coverage provided to the RLHP.

Appendix I: Solution 4 Policy

Table of Contents

Contents

VERSION HISTORY.....	4
VERSION POLICY	5
1. Definitions.....	6
2. Solution 4 Overview: Buyout and Resilient Housing Incentive.....	8
a. Summary.....	8
b. Defining Goals & Types of Assistance.....	8
1. Types of Assistance	8
2. Buyout.....	9
3. Incentive	9
4. Sustainable Resettlement to a New Community.....	9
5. Optional Relocation Assistance and Moving Expenses.....	10
6. Relocation Assistance for Tenants	10
3. Eligible Geographies.....	10
a. Eligible Parishes.....	10
b. High-Risk Community.....	11
c. High-Risk Area.....	11
4. High-Risk Communities.....	11
a. Community-level Eligibility.....	11
b. Property-level Eligibility.....	12
c. Individual-level Eligibility.....	12
1. Current Owner-Occupants.....	12
2. Former Owner-Occupants with Sold Homes	12
3. Other Property Owners.....	13
4. Owner-Occupants on Non-Owned Land.....	13
5. Tenants.....	13
6. Death of Eligible Owner-Occupant.....	13
7. Clear Title.....	14
5. High-Risk Community Available Assistance.....	14
a. Assistance for Current and Former Owner Occupants.....	14
1. Buyout.....	14
2. Incentive.....	17
b. Assistance for Owners of Non-Owner Occupied Property	28

1. Buyout.....	28
2. Incentive.....	29
c. Assistance for Owners of Unimproved or Vacant Land.....	30
1. Buyout.....	30
2. Incentive.....	30
d. Tenants.....	30
6. High-Risk Areas.....	31
a. Geographic Eligibility.....	31
b. Property-level Eligibility.....	31
c. Individual-level Eligibility.....	32
1. Owner Occupants.....	32
2. Owner Occupants on Non-Owned Land.....	32
3. Clear Title.....	32
4. Tie-Back and Damage Requirements.....	32
5. Tenants.....	33
7. High-Risk Area Eligible Assistance.....	33
a. Buyout.....	33
1. Covenant and Compliance with Open Space Requirements.....	34
2. Property Partially within a High-Risk Area.....	34
3. Duplication of Benefits.....	34
4. Existing Mortgages and Liens.....	35
5. Program Buyout Award Calculation.....	36
b. Incentive.....	37
c. Buyout and Incentive Program Caps.....	37
d. Incentive Process, Timing, & Deadlines.....	37
e. Closing Deadlines.....	38
f. Incentive Award Calculation.....	38
1. Buyout and Incentive Program Caps.....	38
2. Gross Living Area of Damaged Home.....	38
3. Program Price per Square Foot.....	39
4. Incentive Award Calculation Samples.....	40
5. Tenants.....	41
8. Funding Limitations.....	42
a. Voluntary Acquisition.....	42
b. Award Structure and Compliance Requirements.....	42

c. Existing Mortgages and Liens.....	42
d. Reimbursement for Prospective or Past Estimated Cost of Repairs.....	43
9. Other Policies.....	43
a. Appeals.....	43
b. Optional Relocation Assistance.....	44
c. Repayment of Duplicative Assistance (Subrogation).....	44
d. Anti-Fraud, Waste and Abuse.....	44
e. Program Applicants.....	44
f. Vendors.....	44
10. Demolition and Disposition Plan.....	45
Appendix A: Closing Documentation.....	47

VERSION HISTORY

12/2/2018	Version 1.0 Published
04/05/2019	Version 2.0 Published.
	<ul style="list-style-type: none"> • Clarified Sections 4(e) and 6(c)2 describing eligibility for owners of site-built or manufactured homes on non-owned land, both of which are not eligible for assistance under Solution 4. • Clarified Sections 6(c)(1) and 6(c)5 to allow for alternative documentation to FEMA determined major/severe damage assessment. • Added Section 9(b) describing the program's subrogation policy.
07/12/2019	Version 3.0 Published.
	<ul style="list-style-type: none"> • Clarified implementation of housing incentive. • Removed requirements that participants show proof of replacement property in order to receive housing incentive. • Clarifies eligibility in the event of death of applicant. • Adds eligibility in High-Risk Communities for owners of vacant land, rental properties, and other non-residential properties.
01/09/2020	Version 4.0 Published.
	<ul style="list-style-type: none"> • Add definition of Special Flood Hazard Area • Clarify language describing dates eligible ownership and occupancy in Section 4(c)(1). • Clarify eligibility for heirs in Section 4(c)(6). • Update SBA Duplication of Benefits policy in line with HUD guidance in Section 5(a)(1) and Section 7(a)(3). • Expand eligible areas for relocation under Incentive Option A to any area at lower risk of future flooding in Section 5(a)(2) and Section 7(b). • Update largest size of home to be constructed under Incentive Option B in Section 5(a). • Update basis for calculation of Program Loan amount from using Adjusted Gross Income to simple gross income in Section 5(a)(2) "Program Loan for High-Risk Community Incentive B". • Add Optional Relocation Assistance to Section 9(b). • Update Solution 4 Grant Agreement based on policy changes detailed in Policy Version 4.

VERSION POLICY

Version history is tracked in the table above, with notes regarding version changes. The dates of each publication are also tracked in this table.

Substantive changes within this document that reflect a policy change will result in the issuance of a new version. Future policy changes will result in additional revision and the issuance of a new primary version number.

Non-substantive changes such as minor wording and editing, or clarification of existing policy, that do not affect the interpretation or applicability of the policy will be included in minor version updates denoted by a sequential number increase behind the primary version number. Such changes would result in a version number such as 1.1, 1.2, etc.

1. Definitions

Buyout: Acquisition of properties at risk of flooding to reduce future flood risk.

Current Fair Market Value: Value of an eligible home, as determined by an appraisal conducted by the Program.

Duplication of Benefits: A duplication of benefit is the receipt of funding from multiple sources for the same purpose. The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern or other entity from receiving financial assistance from CDBG Disaster Recovery funding with respect to any part of the loss resulting from a major disaster as to which he/she has already received financial assistance under any other Program or from insurance or any other sources. It is an amount determined by the Program that may result in the reduction of an award value.

Fee Simple Title: Legal term describing the most common and absolute type of property ownership. Upon acquiring a fee simple title, the state or its designee will become the complete and indefinite property owner, until the property is transferred to the local parish, municipality or other end property owner responsible for owning, maintaining the land and ensuring compliance with the open space and floodplain management deed restrictions on the property. When selling fee simple title, homeowners forego any rights, title or interest in the property. Existing structures, including buildings, prohibited by the deed restrictions within the floodplain easement must be demolished and removed, and no prohibited structures will be erected in the floodplain.

Floodplain Servitude, also referred to as Floodplain Easement: A reserved interest servitude, which is an interest in land, defined and delineated in a deed whereby the landowner conveys all rights and interest in the property to the state or its designee, but the landowner retains those rights, title, and interest in the property which are specifically reserved to the landowner in the servitude deed. Floodplain servitudes will allow property owners to own and maintain their land, but will limit its uses to those that restore, protect, maintain and enhance the functions of floodplains while conserving their natural values such as serving as fish and wildlife habitat, improving water quality, retaining flood water, and recharging groundwater. Existing prohibited structures, including buildings, within the floodplain easement must be demolished and removed, and no prohibited structures will be erected in the future.

Floodway: FEMA designation for the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. For Program purposes, Floodway is synonymous with "Regulatory Floodway."

Gross Living Area: The total area of finished, above-grade residential space calculated by measuring the outside perimeter of the Structure. It includes only finished, habitable, above-grade living space. In this Program, the Gross Living Area is the compensable square footage of eligible home.

Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map. A LOMA establishes a property's location in relation to the Special Flood Hazard Area. LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation.

Louisiana Land Trust (LLT): The state's designee and subrecipient, responsible for acquiring eligible properties, demolishing existing structures, providing interim maintenance of the property owned by LLT and completing the final disposition of the property, as per the Program Disposition Plan. Reference to the LLT as the state's designee and subrecipient is subject to change or modification by the state.

Low to Moderate Income (LMI) Household: A household is considered to be of low or moderate income if the household income is at or below 80 percent of an area's median income. All income is based on the Area Median Income limits set annually by HUD for each parish or metropolitan statistical area.

Program: Buyout and Incentive of the Restore Louisiana Homeowner Assistance Program. Solution 4 of the Office of Community Development, Division of Administration, State of Louisiana.

Second home: A home not used as the primary residence, as defined by IRS Publication 936.

Special Flood Hazard Area: The land area covered by the floodwaters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies. The SFHA includes Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE, and V. In communities where preliminary NFIP maps are available, these shall be used to determine the location of Special Flood Hazard Areas.

2. Solution 4 Overview: Buyout and Resilient Housing Incentive

a. Summary

The Restore Louisiana Homeowner Assistance Program (RLHP) provides homeowners impacted by The Great Floods of 2016 an opportunity to return to habitable housing, providing eligible Homeowners with four different possible solutions. Eligible homeowners located outside the floodway and other areas defined in this document may choose to repair or reconstruct their residence through program-managed construction (Solution 1) or by using their own homebuilding contractor (Solution 2). Those who have already completed repairs may request reimbursement for those expenses (Solution 3). For the most current policies and program information related to Solutions 1-3, please refer to <http://restore.la.gov/>.

The guidelines detailed within this document relate to the eligible activities, participants and awards surrounding Solution 4: Buyout and Incentive of the Restore Louisiana Homeowner Assistance Program. Solution 4 is limited to properties in floodways, and other properties in specific identified High-Risk Communities that will demonstrably provide protection to the wider community if converted to permanent open space and/or assistance necessary to help families move away from the high-risk area to a lower-risk area.

The Buyout component of Solution 4 is a voluntary real property acquisition Program. Eligible property owners are not required to participate in Solution 4. The state will not exercise its power of eminent domain to acquire properties through the use of eminent domain, adjudication or other involuntary acquisition processes.

Buyout awards are limited to the current fair market value of the property, which is determined at the time the Program performs the appraisal of a property. Incentive awards are limited to a calculated total based on the square footage of the damaged home, multiplied by a Program-approved parish-wide price per square foot. All awards are subject to the Robert T. Stafford Act, requiring that all funds used for the same purpose as the CDBG-DR award be deducted as a duplication of benefit. The maximum total CDBG-DR assistance for which a property owner is eligible for Buyout and Incentive assistance is \$200,000.

Two types of properties are eligible to participate in Solution 4: properties located in High-Risk Communities and properties located in High-Risk Areas. High-Risk Communities are those communities that are actively participating in an organized retreat from an area prone to repetitive flooding. High-Risk Areas are those properties that are ineligible for federal repair assistance (e.g. floodways). Assistance to property owners in High-Risk Areas is limited to individual homeowners who owned and occupied their damaged homes as their primary residence at the time of the applicable disaster event and continue to own their damaged homes.

b. Defining Goals & Types of Assistance

1. Types of Assistance

Under Solution 4, depending on the circumstances of a particular property and community, property owners may be eligible for one or more of the following funding categories:

- Buyout
- Incentive
- Resettlement to a New Community
- Interim Housing Assistance and Moving Costs
- Relocation Assistance for Tenants

2. Buyout

Operating in select areas, Buyouts most immediately provide a benefit to property owners located in harm's way by providing them with the fair market value of their damaged property. Furthermore, the Buyout program improves the resilience of impacted communities by transforming high-risk parcels of land into wetlands, open space or storm water management systems, creating a natural buffer to safeguard against future storms.

Eligible Activities:	HCDA 105 (a) 1 and buyout waivers and alternative requirements associated with Public Laws 114-223, 114-254 and 115-31
National Objectives:	LMI Buyout and Urgent Need

3. Incentive

The Incentive provides an inducement to property owners to participate in a Buyout of properties in high-risk floodways particularly in cases where the value of the damaged property is low relative to the parish average. The incentive has an additional goal of moving families out of high-risk floodways.

Eligible Activities:	Incentive waivers and alternative requirements associated with Public Laws 114-223, 114-254 and 115-31
National Objectives:	LMI Incentive and Urgent Need

4. Sustainable Resettlement to a New Community

In cases where there is limited comparable housing stock within a reasonable distance of a High-Risk Community, the state will work with the community and local government to determine the feasibility and benefit of developing a new residential subdivision. In such cases, the state may use CDBG-DR funds to pay for the eligible expenses necessary for the development of a new community, including but not limited to land acquisition, public facilities in the form of development of infrastructure and community features and the construction of new homes. The goal of this assistance is to provide an option to storm-impacted property owners to be able to live in safer conditions within or near their impacted community.

Eligible Activities:	HCDA Section 105 (a) 1-2, 4 and associated waivers and alternative requirements associated with Public Laws 114-223, 114-254 and 115-31
National Objectives:	LMI and Urgent Need

5. Optional Relocation Assistance and Moving Expenses

The process of selling a home, finding a new home that meets the parameters of the impacted family and moving into the new home require significant time, energy and resources, and many families do not have these resources available, particularly after incurring significant costs related to the repairs or recovery from a flooding event. Therefore, the state will provide limited assistance to eligible low-to-moderate income families located in designated High-Risk Communities to help defray some of these costs. Optional Relocation Assistance for eligible program participants will be provided when current living conditions do not meet program standards for habitability and safety. The amount of moving expenses is based on the number of rooms per household, and is determined by a fixed schedule, created by the Federal Highway Administration: https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm

Eligible Activities:	HCDA Section 105 (a) 8 and 11 and associated waivers and alternative requirements associated with Public Laws 114-223, 114-254 and 115-31
National Objectives:	LMI Limited Clientele and LMI Housing

6. Relocation Assistance for Tenants

If an owner of a home participates in the Buyout and that home contains tenants that will be required to relocate, the tenants are considered displaced persons who are eligible for relocation benefits under the Uniform Relocation Act (URA). The Program will provide these relocation benefits.

Eligible Activities:	HCDA Section 105 (a) 11 and associated waivers and alternative requirements associated with Public Laws 114-223, 114-254 and 115-31
National Objectives:	LMI and Urgent Need

3. Eligible Geographies

Assistance under Solution 4 policy is available only to property owners located in High-Risk Communities and High-Risk Areas. High-Risk Communities are those communities that are actively participating in an organized retreat from an area prone to repetitive flooding. High-Risk Areas are where properties are ineligible for federal repair assistance (e.g. floodways). These Communities and Areas are identified in cooperation with federal, state, and local governments. Additional types of communities and/or areas may be added if the state identifies unmet needs for other high-risk areas and/or if additional funding for the Program is made available.

a. Eligible Parishes

High-Risk Community and Area properties must be located within the 51 disaster-declared parishes eligible for FEMA Individual Assistance following the Great Floods of 2016. Eligible parishes include: Acadia, Allen, Ascension, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Catahoula, Claiborne, De Soto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin,

Grant, Iberia, Iberville, Jackson, Jefferson Davis, Lafayette, La Salle, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Helena, St. James, St. Landry, St. Martin, St. Tammany, Tangipahoa, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana and Winn.

b. High-Risk Community

High-Risk Communities are defined by the Program as an area for which a recognized governmental entity is actively applying and taking steps to participate in one or more of the following Programs to mitigate community flood risk:

- The Natural Resources Conservation Service (NRCS, under USDA) floodplain easement or other another similar Program
- FEMA Severe Repetitive Loss Grant Program
- Other federal, state or local partners Program(s) and/or coordinated efforts to buyout and/or relocate an entire at-risk neighborhood or community

c. High-Risk Area

High-Risk Areas are defined by the Program as:

- Residence located within a federally determined floodway.

4. High-Risk Communities

Assistance provided to High-Risk Communities is intended to decrease a designated community's risk to flooding and to minimize the need for additional public resources in the event of future flooding. In order to achieve these goals, the Program will carry out the following objectives:

- Assist property owners who wish to voluntarily relocate from the designated high-risk community to areas of lower flood risk;
- Return designated communities to green, open space in order to prohibit future development on high-risk land and in order to provide additional flood protection to remaining property owners in the vicinity;
- Prevent checkerboard redevelopment in areas prone to repetitive flooding. By providing incentives, the state seeks to achieve a comprehensive buyout of high-risk communities, promoting their complete conversion to open space, to include the demolition of all buildings and structures and the removal of associated infrastructure

a. Community-level Eligibility

High-Risk Communities are defined by the Program as an area for which a recognized governmental entity is actively applying and taking steps to participate in one or more of the following Programs to mitigate community flood risk:

- The Natural Resources Conservation Service (NRCS, under USDA) floodplain easement or other similar Program
- FEMA Severe Repetitive Loss Grant Program

- Other federal, state or local partners Program(s) and/or coordinated efforts to buyout and/or relocate an entire at-risk neighborhood or community

The boundaries of a High-Risk Community are defined as the boundaries of the project area proposed by the recognized governmental entity's application for assistance to one of the Programs described above, or the anticipated boundaries of the state's application to said Program. Adjacent properties may be allowed participation on a case-by-case basis in order to achieve program objectives of reducing future flood risk.

b. Property-level Eligibility

Eligible property types located in High-Risk Communities include:

- Single and multi-family residences (both owner-occupied and rentals)
- Vacant lots
- Commercial properties
- Non-profit owned properties

Second homes are not eligible for buyout or incentive CDBG-DR assistance.

c. Individual-level Eligibility

Applicants must be owner(s) of a property located within the physical boundaries of the High-Risk Community and qualify within one of the following eligible categories:

- Current Owner-Occupant(s)
- Former Owner-Occupant(s) with Sold Homes
- Owner-Occupant(s) on Non-Owned Land
- Other Property Owners

1. Current Owner-Occupants

- Must have owned and occupied the property as their primary residence prior to April 8, 2016 and until the flood event, if requesting recovery assistance for the March 2016 floods, and prior to August 31, 2016 and until the flood event, if requesting recovery assistance for the August 2016 floods.

OR

- Must own and occupy the property as the primary residence as of the date of application announcement for the respective High-Risk Community, The Pecan Acres (Pointe Coupee Parish) date of program announcement is July 31, 2018, The Silverleaf (Ascension Parish) date of program announcement is December 2, 2018.

2. Former Owner-Occupants with Sold Homes

- Must have owned and occupied the property as their primary residence between April 8, 2016 until the date of application announcement if requesting recovery assistance for the

March 2016 floods, and between August 12, 2016 and the date of application announcement, if requesting recovery assistance for the August 2016 floods.

AND

- Must demonstrate they either sold their home under duress or are living in a rent-burdened situation at the time of application, as defined as spending more than 30 percent of household income on housing costs.

3. Other Property Owners

Other current property owners, such as owners of commercial properties, rental properties and vacant lots within a High-Risk Community are eligible for program assistance when the program is participating as a partner or sole funder in a community buyout for the purpose of converting the community to open space or for other community resilience purposes. Awards for other property owners are calculated and limited in a different manner from how assistance is calculated for owner occupants.

4. Owner-Occupants on Non-Owned Land

Owner-occupants of site-built homes and manufactured housing who do not own the land on which their residence is situated are eligible to apply for assistance for an Incentive only. The property owners are eligible to apply for assistance under the provisions listed below in Other Property Owners.

5. Tenants

If an eligible home is purchased through the High-Risk Community Program and the property contains tenants that will be required to relocate as a result of the Program, those tenants are considered displaced persons who are eligible for relocation benefits under the Uniform Relocation Act (URA). Because of the voluntary nature of acquisition, property owners are not eligible for additional assistance under the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act.

6. Death of Eligible Owner-Occupant

In the event of death of an eligible owner-occupant prior to grant execution, successors who meet date-specific program requirements for occupancy of the damaged property and can prove ownership through legal process are eligible to apply for and/or continue through the Solution 4 process as the eligible owner-occupant. Heirs who were not occupants during the program-specified timeframes for High-Risk Community programs, including Silverleaf and Pecan Acres, can potentially participate in the program if the following apply:

Silverleaf: Heirs who establish ownership of Silverleaf properties after an eligible program applicant has died are able to fully participate in the buyout/incentive efforts if they can prove ownership through legal process.

Pecan Acres: Heirs who establish ownership of Pecan Acres properties after an eligible program applicant has died are able to participate in the buyout/incentive portions of the program, with the incentive award calculated as the lesser of 20% of the value of the buyout or \$20,000. These heirs are not able to participate in the new community unless the deceased applicant had completed the Homeowner Assistance Agreement prior to death. In such cases, the heir-occupant would have the right of habitation in the new home but would remain a partial owner of the new home with the remaining heirs. In cases where an applicant dies prior to executing the Homeowner Assistance Agreement, heirs who meet program occupancy criteria may participate in the new community as the sole owner of the new home.

Program eligibility in the event of the death of an owner-occupant in any other High-Risk Communities will be determined at the time the community joins the Solution 4 program.

7. Clear Title

All owners of a property must transfer their interests in the property or (if applicable) grant the floodplain easement required by the Program, free and clear of all encumbrances, in order for the property to be eligible under the Program, as determined by the title insurance agency issuing owner's policy of insurance to the entity receiving ownership through the Program.

5. High-Risk Community Available Assistance

a. Assistance for Current and Former Owner Occupants

There are multiple types of assistance that may be made available to homeowners who qualify as owner occupants and who reside in a High-Risk Community. Due to the varying circumstances associated with different High-Risk Communities, the specific types of assistance available to owner occupants will be determined by OCD on a community-by-community basis.

Within eligible High-Risk Communities, the program serves as a partner or as the sole funder for a buyout program, where the buyout of the entire or portion of a community will result in the conversion of high-risk properties to open space. In such instances, the program may determine it to be necessary to provide assistance to non-owner occupant property owners in order to be able to convert that land to green space or for other community resilience purposes. Property owners eligible under this category include owners of rental and other properties and owners of vacant or unimproved lots.

Assistance is broken into two categories: **Buyout and Incentive.**

1. Buyout

High-Risk Communities are areas where buyouts are coordinated through a partnering agency such as USDA's NRCS Program or FEMA's Flood Mitigation Assistance for Severe Repetitive Loss properties. Only if the community's buyout program does not occur (e.g. in an NRCS buyout area, if unanimous participation is not achieved), then Solution 4 shall provide buyouts to eligible residents. Buyout assistance under Solution 4 is based on the current fair market value of the damaged home, less any duplication of benefits, as determined by the program. If receiving assistance as part of a High-Risk Community, when CDBG-DR funds are used for the buyout of a property, homeowners will generally only have the option of selling fee simple title of the property to the state's designee. Selling a floodplain servitude is not available for High-Risk Communities, unless required by another federal funding source (e.g. NRCS) or the state is unable to identify an alternate solution for ownership and maintenance of the property.

Duplication of Benefits

If a homeowner received or was approved for federal or other assistance related to the replacement or buyout of the damaged property, those funds will be evaluated as a possible duplication of benefits against the final award for which a homeowner is eligible under Solution 4. Below is a table of sample funding sources that are and are not duplicative with Program funds. This list is not necessarily comprehensive. Homeowners are required to provide information on all potentially duplicative funding sources associated with the damaged home.

Source of Funding	Purpose of Funds	DOB with CDBG-DR Buyout of Damaged Property?	DOB with CDBG-DR Construction of New Home?	DOB with CDBG-DR Incentive?
NFIP, SBA or FEMA IA	Repairs to Damaged Property	No	No	No
NRCS	Buyout of Damaged Property	Yes	Yes Program Determined to be Duplicative	Yes* Program Determined to be Duplicative
SBA	Relocation Assistance	See Below		

On June 14, 2019, HUD issued updated guidance regarding Small Business Administration (SBA) loans as a duplication of benefits. SBA duplication of benefits is defined below according to FR-6169-N-01. The original definition of SBA duplication of benefits are located in previous versions of published RLHP guidelines.

Federal law requires that SBA loans for relocation assistance to be counted as a duplication of benefits only in limited circumstances. The SBA-approved loan for relocation will be counted as a duplication of benefits, except in the following circumstances:

- Declined SBA Loans. Declined loan amounts are loan amounts that were approved or offered by a lender in response to a loan application, but were turned down by the applicant, meaning the applicant never signed loan documents to receive the loan proceeds.
 - If an applicant was approved for a loan but did not execute a loan agreement, the offered loan amount will be considered declined and not considered a duplication of benefits.
- Cancelled SBA Loans. Cancelled loans are loans (or portions of loans) that were initially accepted, but for a variety of reasons, all or a portion of the loan amount was not disbursed and is no longer available to the applicant. The cancelled loan amount is the amount that is no longer available.

If an applicant cancels all or a portion of an SBA loan related to the relocation assistance, only the accepted loan amount will be considered a duplication of benefits. The undisbursed loan amount will not be considered a DOB. Applicants may not request subsequent draws from the undisbursed portion of the loan.

On October 11, 2019, HUD issued partial approval of Action Plan Amendment (APA) #12 and addressed reimbursement of any disbursed SBA amounts. The partial APA approval allows for

the reimbursement of SBA loan costs for RLHP applicants with incomes that do not exceed 120% of area median income (AMI). Applicants with incomes greater than 120% AMI must be approved for a hardship exception. Hardship criteria are still being defined as of the date of this publication.

Existing Mortgages and/or Liens

Any liens and/or mortgages on the damaged property must be paid off in order to participate in the buyout and selling of the property to the Program. If not settled and cleared before closing, they must be paid off with proceeds from the buyout and incentive award. Homeowners must provide a current payoff quote for each lien and/or mortgage that remains on the damaged property prior to closing. Should the sum of the payoffs exceed the amount of the buyout and incentive award, the homeowner must provide proof of funds (e.g. bank statement) to the Program demonstrating ability to satisfy the liens and/or mortgage balances in excess of the buyout award. For example, if a homeowner's mortgage payoff total is \$60,000 and the buyout and incentive award is \$50,000, the homeowner must demonstrate they have the \$10,000 excess in order to settle the mortgage at closing.

The Program may provide limited financial counseling services to guide homeowners through the process of paying off an existing mortgage on the damaged property.

The existence of outstanding mortgages and/or liens does not impact the buyout and incentive award calculation. However, if a homeowner is unable to satisfy the existing liens and/or mortgages at the time of closing, and if this prevents him/her from being able to sell his/her damaged property, then the homeowner may not be eligible to participate in the Program.

Federal regulations prohibit using funds from the buyout and/or incentive (CDBG-DR funds) to pay off SBA loans when the loan is counted as a Duplication of Benefits, described above.

Program Buyout Award Calculation

Assistance for the acquisition of an eligible damaged property is based on the current fair market value of the property minus any duplication of benefits, subject to the Program cap. The Program will calculate the current fair market value of the damaged property using the Uniform Residential Appraisal Report (Form 1004) for valuing fee simple title acquisitions.

BUYOUT AWARD SAMPLE CALCULATION 1

1.	Appraised value of damaged property	\$150,000
2.	Less duplicative assistance received (i.e. SBA Relocation Loan)	\$100,000
3.	Unmet need amount (#1 minus #2)	\$50,000
4.	Approved buyout award amount	\$50,000 *

*cannot exceed \$200,000

BUYOUT AWARD SAMPLE CALCULATION 2

1.	Appraised value of damaged property	\$150,000
2.	Less duplicative assistance received (i.e. SBA Relocation Loan)	\$0

3. Unmet need amount (#1 minus #2)	\$150,000
4. Approved buyout award amount	\$150,000 *

*cannot exceed \$200,000

BUYOUT AWARD SAMPLE CALCULATION 3

1. Appraised value of damaged property	\$215,000
2. Less duplicative assistance received (i.e. SBA Relocation Loan)	\$0
3. Unmet need amount (#1 minus #2)	\$215,000
4. Approved buyout award amount	\$200,000 *

*cannot exceed \$200,000

2. Incentive

Because the state understands the current fair market value of damaged homes in flood-prone areas is often insufficient inducement for owners to sell, the Program seeks to offer an Incentive to encourage participation in the Solution 4 Program. Additional participation in the Buyout Program induced by the Incentive will help the state and local jurisdictions manage their floodways more effectively, achieve more open space, and heighten resilience in flood-prone neighborhoods and communities.

OCD will work with storm-impacted homeowners, the local government(s) and other federal funding partners to determine whether residents may receive the buyout and incentive only (Incentive Option A) or relocate with their neighbors as a part of a group resettlement to a new community funded in whole or in part with Program assistance (Incentive Option B). Final approval of whether CDBG-DR assistance will be available for a group resettlement for a High-Risk Community will be determined on a case-by-case basis by OCD and will consider a number of factors, including, but not limited to:

- Whether or not adequate and comparable housing stock exists in the region outside the SFHA;
- The cost reasonableness of developing new housing; and/or
- The number of households committed to moving to a new settlement

If adequate and comparable housing stock exists in the community, if it is determined to be unreasonable to develop a new community, or if a critical mass of eligible homeowners do not agree to move to a new community then the development of a new community may not be an option. Instead, eligible homeowners will be provided assistance through a buyout and/or incentive to encourage the property owner in the High-Risk Community to sell their property. As there are multiple and unforeseeable variables that arise during a group resettlement process, the state may also pursue alternative options that seek to accommodate the preferences of the residents, understanding the final approved project plan is subject to a review of the factors listed above.

Incentive Option A


Purpose

The incentive Option A is offered in addition to the buyout amount. The additional funds serve as an extra inducement for participating owners to sell their properties to the program and relocate to an area at lower risk of future flooding (not within the new resettlement community). Buyout and incentive funds will be disbursed to all owners of the damaged property.

Relocation to Areas of Lower Flood Risk

Recipients of housing incentive Option A must relocate to an area of lower risk of future flooding. The program defines areas of lower flood risk through a hierarchy described below where locations in floodways are of higher risk and locations outside the SFHA are of lower risk. In order to be deemed compliant with relocating to an area of lower risk, a participant's location must move down the list to a lower level of future flood risk.

Higher Risk

- 
- Floodway
 - Locations in the Special Flood Hazard Area with higher inundation depth
 - Locations in the Special Flood Hazard Area with lower inundation depth
 - Outside Special Flood Hazard Area (Zones B, C, X, and Undefined)

Lower Risk

Relocation from an area in the SFHA to another location in the SFHA is only allowable if it achieves lower flood risk, demonstrated by the new location having a lower inundation depth than that of the original. Inundation depth is defined by the program as a location's Base Flood Elevation minus the ground elevation. This represents the expected minimum flood depth during the 100 year flood event. For example, a location with a Base Flood Elevation of 30 and a ground elevation of 25 has an inundation depth of 5. The finished floor height of a relocation site is not a factor in determining its level of risk. This determination is based strictly on flood zone, base flood elevation, and ground height.

Applicants are not required to purchase a replacement home in order to meet the requirement to relocate. Any long-term living arrangement such as renting or living with family are acceptable, provided the location is in an area of lower risk of future flooding.

The program strongly encourages applicants to relocate to the area of lowest risk of future flooding that meets their needs.

Incentive Award Calculation

Eligible owner occupants may receive assistance for an incentive, which is the amount of assistance that is greater than the current fair market value of the damaged home. The Incentives is calculated using the following variables (as applicable):

- The total buyout and incentive Program cap
- The total livable square footage (gross living area) of the damaged home
- The MHU allowance

- The Program price per square foot for the parish of the damaged home
- Other duplicative benefits received

Buyout and Incentive Program Caps

For applicants who choose to only accept buyout assistance, an incentive or both a buyout and an incentive, the maximum amount of CDBG-DR assistance is \$200,000, inclusive of assistance for buyout and incentive.

Incentive Process, Timing, & Deadline

Participants receiving Incentive Option A must provide the program with the physical address of their intended relocation. The program will verify the relocation address is in an area of lower flood risk. Once demonstrated, participants may schedule their buyout and incentive closing. Incentives will be paid to all owners of the damaged property at the time of the buyout closing.

Failure to meet Program deadlines may result in Program ineligibility.

MHU Incentive Amount

Applicants whose residence being bought out is a Manufactured Housing Unit (MHU) will have their incentive amount based exclusively on the Restore Louisiana Homeowner Assistance Program Solution 2 MHU replacement allowance. The allowance is \$45,000 for a single-wide unit and \$65,000 for a double-wide unit.

Gross Living Area of Damaged Home

The Program will use the information from the appraisal of the damaged property to determine the gross living square footage of the damaged property. The gross living square footage will serve as one of the factors in calculating the eligible incentive award.

In order to minimize appeals of the calculation of gross living square footage, the Program will round the gross living square footage up to the next rounded 50 square feet from the square footage listed in the appraisal when calculating the eligible incentive award. For example, an appraisal that lists the square footage as 1510 square feet will be rounded up to 1550 square feet for Program incentive award calculation purposes. Similarly, an appraisal that lists the square footage as 1545 square feet will be rounded up to 1550 square feet for Program incentive award calculation purposes.

Duplication of Benefits and Other Assistance Received

When calculating the eligible amount of assistance available to a homeowner, the Program will deduct any duplication of benefits approved or received, as required by the applicable federal regulations and guidance.

Program Price per Square Foot

Incentives are based on the average sales price per square foot of homes in each participating parish. Under this method, the incentive fills in the gap between the value of the home in the floodway and the value of an average home of the same size in the same parish. Using data from regional multiple listing services (MLS), the state has established parish-wide comparable prices per square foot for each of the parishes where homes are located in a floodway. Should applicants with damaged homes in eligible parishes not listed below apply to the Program, the

state will conduct additional research on those parishes and will update the policies to include the parish-wide comparable price per square foot for those parishes.

In order to develop the parish-wide comparable prices per square foot, the state reviewed homes sold between June 2016 and May 2018. Once the entire data set was reviewed, the state isolated the data to homes with 1000 to 2000 square feet of heated living space that were constructed in the last twenty years, and then excluded the top 5% and the bottom 5% (outliers) of homes sold, based on sales price. An analysis of the available data concluded that the average price per square foot of homes sold between June 2017 and May 2018 are most representative of current market trends as they exclude sales that occurred before the March and August 2016 floods, so the Program adopted these values as the parish-wide comparable prices per square foot.

In parishes where fewer than 50 homes between 1,000 and 2,000 square feet had sold between June 2017 and May 2018, the Program concluded that there is insufficient data to derive an accurate parish-level average square footage value. For these parishes, the Program has adopted the average price per square foot amongst the 21 parishes that were studied. In the one parish with fewer than 50 sales where the parish-level price per square foot exceeded the multi-parish average, the parish-level price was not adjusted downward.

The Program will use the price per square foot associated with the parish in which the damaged home is located as the comparable price per square foot when calculating a homeowner's potential award.

Assistance Based on Available MLS Sales Data					
Avg. Price ALL Sales in 24-month period prior to program launch				\$108.54	
Avg. Price Homes Sold 24-month period prior to program launch, less than 30 Years Old, between 1,000 and 2,000 Sq. Ft., Excluding Top and Bottom 5%				\$114.72	
Avg. Price Homes Sold in 24-month period prior to program launch, less than 20 Years, between 1,000 and 2,000 Sq. Ft., Excluding Top and Bottom 5%				\$117.07	
Avg. Price Homes Sold 12-month period prior to program launch, less than 30 Years Old, between 1,000 and 2,000 Sq. Ft., Excluding Top and Bottom 5%				\$116.36	
Avg. Price Homes Sold 12-month period prior to program launch, less than 20 Years Old, between 1,000 and 2,000 Sq. Ft., Excluding Top and Bottom 5%				\$118.11	
REALTOR.COM 7-1-18 Average Price in Louisiana Housing Market				\$114	
Parish	Home Sales in 24 months	Sales \$/SF Past 24 Months	Home Sales in 12 months	Sales \$/SF Past 12 Months	Incentive Price per Square Foot
Acadia	55	\$76.17	36	\$74.48	\$118.11
Ascension	1,510	\$124.74	944	\$125.64	\$125.64
Beauregard	293	\$101.44	49	\$115.07	\$118.11
East Baton Rouge	2,043	\$129.10	1,290	\$130.02	\$130.02
East Feliciana	24	\$105.37	16	\$108.97	\$118.11
Iberville	103	\$127.23	80	\$125.79	\$125.79
Jeff Davis	62	\$110.38	36	\$115.68	\$118.11
Lafayette	2,092	\$123.33	761	\$123.69	\$123.69
Livingston	1,870	\$109.62	865	\$113.32	\$113.32

Natchitoches	44	\$103.25	35	\$104.38	\$118.11
Ouachita	431	\$121.06	224	\$123.57	\$123.57
Pointe Coupee	38	\$125.21	24	\$133.08	\$133.08
Rapides	344	\$112.80	198	\$112.78	\$112.78
St. Helena	10	\$75.45	6	\$66.00	\$118.11
St. Landry	153	\$91.13	109	\$90.33	\$90.33
Tangipahoa	1,055	\$104.27	743	\$105.12	\$105.12
Vermilion	171	\$100.30	103	\$100.96	\$100.96
Vernon	198	\$86.27	153	\$85.52	\$85.52
Washington	60	\$90.23	47	\$94.19	\$118.11
Assistance Based on Available Zillow Research Data					
Parish		Sales \$/SF 24 Months		Sales \$/SF 12 Months	Incentive Price per Square Foot
Bossier		\$120.88		\$121.83	\$121.83
Caddo		\$96.94		\$97.48	\$118.11

Incentive Award Calculation Examples

High-Risk Community Buyout & Incentive Award: Example 1

Program Buyout

Program Buyout			NRCS Buyout		
1a	Appraised value of damaged property or servitude	\$135,000	OR		
2a	Less duplicative assistance received (i.e. SBA Relocation Loan)	\$100,000			
3a	Unmet need amount (#1 minus #2)	\$35,000			
4a	CDBG buyout award amount	\$35,000 *	4b.	NRCS Buyout Amount	\$0

Incentive	
5.	Livable square footage of damaged property
6.	Program price per square foot in damaged property parish
7.	Program calculation of current sales prices (#5 x #6)
8.	Less NRCS buyout (if applicable)
9.	Less CDBG buyout award (if applicable)
10.	Less DOB (if applicable)
11.	Incentive amount (#7 - #8 - #9 - #10)
TOTAL BUYOUT + INCENTIVE AWARD	

* combined CDBG buyout and incentive cannot exceed \$200,000

Buyout & Incentive Award: Example 2

Program Buyout

Program Buyout			NRCS Buyout		
1a	Appraised value of damaged property or servitude	\$135,000	O R		
2a	Less duplicative assistance received (i.e. SBA Relocation Loan)	\$30,000			
3a	Unmet need amount (#1 minus #2)	\$105,000			
4a	CDBG buyout award amount	\$105,000 *	4b.	NRCS Buyout Amount	\$0
Incentive					
5.	Livable square footage of damaged property	2500 sq ft			
6.	Program price per square foot in damaged property parish	\$100 per sq ft			
7.	Program calculation of current sales prices (#5 x #6)	\$250,000			
8.	Less NRCS buyout (if applicable)	\$0			
9.	Less CDBG buyout award (if applicable)	\$105,000 *			
10.	Less DOB (if applicable)	\$30,000			
11.	Incentive amount (#7 - #8 - #9 - #10)	\$95,000 *			
TOTAL BUYOUT + INCENTIVE AWARD					\$200,000

* combined CDBG buyout and incentive cannot exceed \$200,000

Incentive Option B: Sustainable Resettlement to New Community

Homeowners living in communities where there is inadequate housing stock within a reasonable distance of the damaged community may be offered a comparable home in a new, less flood-prone community. In such cases, the Program, its subrecipient and/or its designee will acquire land and enter into contract(s) with designer(s), architect(s), engineer(s) and/or building contractor(s) to develop a new housing subdivision targeted to eligible homeowners. Upon completion, the new home and the lot on which it is built will be transferred to eligible homeowners, subject to Program limitations and requirements.

Eligible Relocation Options

Under this option, a house and/or subdivision is constructed by the state or its designee in an area outside the Special Flood Hazard Area. The Program will survey the eligible community members to identify a preferred site for resettlement within Louisiana, subject to the opportunities and constraints that may have an impact on the eligibility of certain sites to include, but not limited to:

- Cost reasonableness
- Timeline

- Environmental clearance
- Resilience profile of a site
- Uniform Relocation Act
- Zoning limitations
- Hydraulic and hydrologic, topographical and geotechnical analysis of site
- Proximity to amenities
- Proximity to damaged properties and ability to maintain connections to community institutions

Final approval of the resettlement site will be issued by OCD. In the event Incentive Option B is available to a community, 100% participation is not required for the Program to move forward with resettlement. However, the Program will perform a cost reasonableness analysis of a resettlement and once application intake is complete, the Program reserves the right to cancel the availability of Incentive Option B and solely offer Incentive Option A to eligible homeowners.

Neither the state nor its designee will exercise eminent domain in the acquisition of property in this Program.

Resettlement Participants and Non-Participants

In the event there are multiple owners of an eligible structure, but not all owners will relocate to the new community, the Program will distinguish between "resettlement participants" and "resettlement non-participants."

- **Resettlement participants** are the owner occupants who lived in the damaged property as per Program eligibility requirements, and will be moving permanent, primary residence to the new home in the new community.
- **Resettlement non-participants** are the owners of the damaged property who did not live in the damaged property as per the Program eligibility requirements, and who are not eligible to relocate to a home in the new community.

Buyout payments will be issued to all owners of the damaged property. Incentive funds will be granted to only the resettlement participant. The participant must contribute their portion (based on percent ownership in the damaged property) of the buyout funds toward purchase of the home in the new community. If the ownership structure changes after application, the calculation will remain based on the structure at the time of application.

Only the resettlement participants will be subject to occupancy and other requirements tied to the new home in the new community.

Resettlement non-participants will not have an ownership interest in the new home in the new community.

Incentive Award Calculation

The value of the Incentive is the appraised value of the new home in the new community (conducted at the earliest time that is most practicable to the Program), less any duplication of benefits contributed by the resettlement participant prior to moving into the new home, including the resettlement participant's portion (based on percent ownership of the damaged property) of the buyout proceeds.

If the community is not eligible for buyout assistance from another federal, state or local funding source, then the Program will acquire the damaged property, subject to all eligibility requirements. In this event, the Program will not pay out the relative percentage of acquisition

of the damaged property (based on ownership percentages at the time of application) to the resettlement participant, as those funds will be contributed automatically toward the construction of the new home in the new community. All program-provided funding awarded to a resettlement participant must be contributed toward the construction of the new home in the new community, including the value of any funding that may have been used to pay off liens or mortgages.

In the event the community is successful in receiving buyout assistance from another federal, state or local funding source, resettlement participants are required to contribute the full calculated Program duplication of benefits toward the construction of the new home. Additional information on this is detailed below under "Resettlement Participant Contribution Requirements."

The incentive award will be structured as a 5-year forgivable, full-recourse loan, with 1/5 of the loan being forgiven on an annual basis, provided the resettlement participant complies with the terms of the loan. Additional information on the terms of the loan are detailed below under "Occupancy and Housing Maintenance Requirements."

Size of Resettlement Home

Generally, the Program will use the livable square footage of the damaged home for determining a comparable size of the home in the new community. The homes in the new community will not be the exact same size as the damaged homes, but the Program will attempt to place eligible homeowners in homes of similar size and composition.

Certain exceptions apply for when the new home may be smaller or larger than the damaged home.

Smaller Home

Homeowners participating in Buyout and Incentive Option B may request a smaller home in the new community, if more practical for their households. The Program will not require homeowners to downsize from the size of their damaged home to a smaller home.

Larger Home

In verified cases where the size of the household (family) exceeds the bedroom count of the damaged home, the Program will adjust the size of the new home to meet the needs of the family.

Family composition will be determined through the following methodology¹:

1. All full-time members of a family, living in a common unit at the time of application, will be counted for the purposes of conveying a unit;
2. Anticipated children will additionally be counted as part of a family. Anticipated children include the following:
 - a. Children expected to be born to a pregnant woman;
 - b. Children in the process of being adopted by an adult family member;
 - c. Children whose custody is being obtained by an adult family member;
 - d. Foster children who will reside in the unit;
 - e. Children who are temporarily in a foster home who will return to the family; and,

¹ Adapted from ["Occupancy of Subsidized Multifamily Housing \(Section B\)"](#)

- f. Children in joint custody arrangements who are present in the family 50 percent or more of the time.
3. The Program may count family members that are temporarily in a correctional facility, so long as the family member is expected to be released from a correctional facility and return to the family within 6-months of the conveyance of a unit through the Program;
4. The Program will not count nonfamily members, such as adult children on active military duty, permanently institutionalized family members, or visitors;
5. The Program will count foster adults living in a common unit.

Unit sizes to be constructed within a new community shall adhere to generally-accepted Housing Quality Standard Rules:

Unit Size	Minimum Occupancy	Maximum Occupancy
3BR	4	6
4BR	6	8

While it is not contemplated housing units in excess of four (4) bedrooms will be constructed within a new community, such units may be contemplated if demand warrants.

Resettlement Participant Contribution Requirements

When calculating the eligible amount of assistance available to a homeowner, the Program will deduct any duplication of benefits approved or received, as required by the applicable federal regulations and guidance.

For homeowners who received buyout or relocation assistance from another duplicative funding source, the full amount of the resettlement participant's portion of that buyout or relocation assistance must be contributed toward the construction of their new home in the new community. Resettlement non-participants are not required to contribute their portion of the duplicative assistance toward the new home, as they are not receiving the benefits from the resettlement activity. They are being compensated for the value of their relative interest in the damaged property through the relative amount of buyout assistance they received.

The Program participant's portion of the buyout or relocation assistance is defined as the relative percentage of the assistance received or approved, as compared with the relative percentage of ownership.

Program Loan for High-Risk Community Incentive B

If a homeowner is low to moderate income and has worked with the Program's financial counseling services but is still unable to pay off all mortgages and/or liens prior to closing on the buyout, the Program may lend the homeowner the funds needed to pay off the encumbrances, subject to underwriting. This Program loan will be a zero interest, full-recourse, repayable loan with a monthly payment and term determined by an underwriting process. The monthly payment will be based on 20% of the household's gross income. The term of the Program loan will run concurrently with the term of the forgivable loan, however, the forgivable loan (incentive amount) will not be forgiven until the entire Program loan is repaid. Unlike the forgivable loan, the Program loan is not discharged in the event of the applicant(s) death. Heirs to the property must pay the outstanding balance of the Program loan in full or may continue making payments as defined in the applicant(s) loan agreement.

Incentive Award Calculation Samples

In order to calculate the amount of assistance a homeowner is eligible to receive from an Incentive Award, the Program will collect and process the information listed above in the following way:

High-Risk Community Buyout & Incentive Award: Example 1

Program Buyout			NRCS Buyout		
1a	Appraised value of damaged property	\$135,000	O R		
2a	Less duplicative assistance received (i.e. SBA Relocation Loan)	\$100,000			
3a	Unmet need amount (#1 minus #2)	\$35,000			
4a	CDBG buyout award amount	\$35,000 *	4b.	NRCS Buyout Amount	\$0
Incentive					
5.	Livable square footage of damaged property				1500 sq ft
6.	Program price per square foot in damaged property parish				\$100 per sq ft
7.	Program calculation of current sales prices (#5 x #6)				\$150,000
8.	Less NRCS buyout (if applicable)				\$0
9.	Less CDBG buyout award (if applicable)				\$35,000 *
10.	Less DOB (if applicable)				\$100,000
11.	Incentive amount (#7 - #8 - #9 - #10)				\$15,000 *

* combined CDBG buyout and incentive cannot exceed \$200,000

Buyout & Incentive Award: Example 2

Program Buyout			NRCS Buyout		
1a	Appraised value of damaged property	\$135,000	O R		
2a	Less duplicative assistance received (i.e. SBA Relocation Loan)	\$30,000			
3a	Unmet need amount (#1 minus #2)	\$105,000			
4a	CDBG buyout award amount	\$105,000 *	4b.	NRCS Buyout Amount	\$0
Housing Incentive					
5.	Livable square footage of damaged property				2500 sq ft
6.	Program price per square foot in damaged property parish				\$100 per sq ft
7.	Program calculation of current sales prices				\$250,000

(#5 x #6)	
8. Less NRCS buyout (if applicable)	\$0
9. Less CDBG buyout award (if applicable)	\$105,000 *
10. Less DOB (if applicable)	\$30,000
11. Incentive amount (#7 - #8 - #9 - #10)	\$95,000 *

* combined CDBG buyout and incentive cannot exceed \$200,000

Buyout & Incentive Award: Example 3

NRCS Buyout

Program Buyout		OR	NRCS Buyout	
1a. Appraised value of damaged property	n/a			
2a. Less duplicative assistance received (i.e. SBA Relocation Loan)	n/a			
3a. Unmet need amount (#1 minus #2)	n/a			
4a. CDBG buyout award amount	\$0 *		4b. NRCS Buyout Amount	\$55,000

Housing Incentive	
5. Livable square footage of damaged property	1500 sq ft
6. Program price per square foot in damaged property parish	\$100 per sq ft
7. Program calculation of current sales prices (#5 x #6)	\$150,000
8. Less NRCS buyout (if applicable)	\$55,000
9. Less CDBG buyout award (if applicable)	\$0 *
10. Less DOB (if applicable)	\$0
11. Incentive amount (#7 - #8 - #9 - #10)	\$95,000*

* combined CDBG buyout and incentive cannot exceed \$200,000

Buyout & Incentive Award: Example 4

NRCS Buyout

Program Buyout		OR	NRCS Buyout	
1a. Appraised value of damaged property or servitude	n/a			
2a. Less duplicative assistance received (i.e. SBA Relocation Loan)	n/a			
3a. Unmet need amount (#1 minus #2)	n/a			
4a. CDBG buyout award amount	\$0 *		4b. NRCS Buyout Amount	\$210,000

Housing Incentive	
5. Livable square footage of damaged property	2500 sq ft
6. Program price per square foot in damaged property parish	\$100 per sq ft
7. Program calculation of current sales prices	\$250,000

(H5 x H6)	
8. Less NRCS buyout (if applicable)	\$210,000
9. Less CDBG buyout award (if applicable)	\$0 *
10. Less DOB (if applicable)	\$0
11. Incentive amount (H7 - H8 - H9 - H10)	\$40,000 *

* combined CDBG buyout and incentive cannot exceed \$200,000

Occupancy and Housing Maintenance Requirements

In exchange for receiving assistance in the form of a new home in a new community, resettlement participants are required to execute a 5 year, forgivable, full-recourse loan that includes specific requirements related to occupancy and maintenance of the property. Homeowners who receive a Program Loan to pay off property liens are required to meet these requirements for the duration of the Program Loan or 5 years, whichever is long. Requirements during this period include the following list below. The Program will monitor participants for these requirements. Failure to comply with them may result in recapture of a portion or all of Program assistance.

Obligations include:

- Own and occupy the new home as primary residence for 5 years;
- Maintain homeowner's insurance on the new home for 5 years;
- Maintain flood insurance on the new home for 5 years (if inside SFHA); and
- Prompt payment of property taxes on new home when due for 5 years

Required insurances must be carried for the lesser of the appraised value of the home or the maximum insurable policy. Homeowners participating in Incentive Option B (Sustainable Resettlement to New Community) must maintain flood insurance even though the resettlement community will be located outside of the SFHA. Maintaining these insurances is recommended throughout the lifetime of home ownership to protect the property owner's investment.

Exceptions to the primary residence requirement may be provided on a case-by-case basis in the event of extenuating personal circumstance.

New Community Building Standards

Homes constructed within the new community will comply with Green Building Standards as described in Federal Register (FR) 5989-N-01. The State of Louisiana has adopted the ENERGY STAR Certified Home standard for these newly constructed residences.

b. Assistance for Owners of Non-Owner Occupied Property

Assistance is available for owners of property in High Risk Communities that does not qualify as "Owner Occupied" as described in Section 5a. These types of properties include residential rental units, commercial property, vacant residences, or other properties where the owner did not reside in the property during the program-eligible period. Property owners of this classification who have sold their properties prior to applying to the program are not eligible for assistance.

1. Buyout

Assistance for the acquisition of an eligible damaged property is based on the current fair market value of the property minus any duplication of benefits, subject to the Program cap. The Program will calculate the current fair market value of the damaged property using the Uniform Residential Appraisal Report (Form 1004) for valuing fee simple title acquisitions.

2. Incentive

Owners of Non-Owner Occupied Property are eligible to receive an incentive as a one-time cash incentive payment (Option A). Owners of rental property may choose either the cash incentive (Option A) or a forgivable loan to purchase a rental property in the new community subject to affordable rental requirements for 10 years (Option B). To be eligible for Option B, the property must have been tenant-occupied at any time between August 12, 2016 and July 31, 2018.

Non-Owner Occupied Incentive Option A: Cash Incentive

Incentive Award Calculation

The incentive is calculated as 20% of the current fair market value as determined by the program's appraisal and is capped at \$20,000. There are no compliance requirements associated with this incentive such as purchasing a replacement property or relocating to a new area. The purpose of the incentive is to encourage participation in the buyout.

Buyout and Incentive Program Caps

For applicants who choose to only accept buyout assistance, an incentive or both a buyout and an incentive, the maximum amount of CDBG-DR assistance is \$200,000, inclusive of assistance for buyout and incentive.

Non-Owner Occupied Incentive Option B: Sustainable Resettlement to New Community

The owners of eligible rental property can receive Incentive Option B which consists of a forgivable, full-recourse loan for a new rental unit in the new community to be operated as an affordable rental property for ten (10) years. Owners of commercial, non-residential property are not eligible for this incentive option.

Incentive Calculation

The Option B incentive will be calculated based on the appraised value of the rental property in the new community, less any duplicative benefits received, including funds received as part of a buyout. Applicants must contribute these buyout funds toward the acquisition of the new property.

Buyout and Incentive Program Caps

For applicants who choose to only accept buyout assistance, an incentive or both a buyout and an incentive, the maximum amount of CDBG-DR assistance is \$200,000, inclusive of assistance for buyout and incentive.

Award Structure

The Option B Incentive will be structured as a forgivable, full-recourse loan with a forgiveness period of ten (10) years. No forgiveness is credited in years one (1) through five (5). After completing year six (6), 20% of the loan will be forgiven, and 20% of the loan will be forgiven each year thereafter. An eight percent (8%) default interest rate will be applied retroactively on the unforgiven portion in the event of default/non-compliance. If the property is sold or the owner/participant does not comply with the affordable rental requirements in the first five (5) years, a pre-payment penalty will be assessed, and the loan will be due and payable in full.

Affordability Requirements

Tenant income (total household income adjusted for family size) must not exceed 50% of the Area Median Income. Rent and tenant-paid utilities must not exceed 30% of 50% of AMI.

adjusted for bedroom size. Applicants may not receive rents from any source that exceed the restricted amount specified by the program.

2019 allowable rents are reflected in the below table below. Rents are based on the landlord providing water, sewer, electricity, gas (if applicable), and trash utilities to the tenant. In lieu of providing utilities, landlords may provide a utility allowance to the tenant as a reduction in monthly rent. This utility allowance is based on standard rates published by the Louisiana Housing Corporation (LHC) each year and is available from the program upon request.

2019 50% AMI Rents – Pointe Coupee Parish (Baton Rouge MSA)					
	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom	5-Bedroom
Rent	\$689	\$826	\$955	\$1,065	\$1,102
Max Household Income	\$27,563	\$33,075	\$38,220	\$42,630	\$47,040

The Option B Incentive is calculated based on the appraised value of a newly constructed rental property in the new community.

Generally, the program will use the livable square footage of the damaged rental property for determining a comparable size of the rental home in the new community. The homes in the new community will not be the exact same size as the damaged homes, but the program will attempt to pair eligible recipients with homes of similar size and composition.

c. Assistance for Owners of Unimproved or Vacant Land

Current owners of vacant and unimproved lots are eligible for buyout and an incentive. Property owners who sold their properties prior to applying to the program are not eligible for assistance. For applicants who choose to only accept buyout assistance, an incentive or both a buyout and an incentive, the maximum amount of CDBG-DR assistance is \$200,000, inclusive of assistance for buyout and incentive.

1. Buyout

Assistance for the acquisition of an eligible vacant lot is based on the current fair market value of the property minus any duplication of benefits, subject to the Program cap. The Program will calculate the current fair market value of the damaged property using the Uniform Residential Appraisal Report for valuing fee simple title acquisitions.

2. Incentive

The incentive for vacant lots is calculated as 20% of the current fair market value as determined by the program's appraisal and is capped at \$5,000. There are no compliance requirements associated with this incentive such as purchasing a replacement property or relocating to a new area. The purpose of the incentive is to encourage participation in the buyout.

d. Tenants

Tenants who are eligible for relocation benefits under the URA are those tenants who were occupants of properties eligible for buyout as of the date of initiation of negotiations, which will be defined specifically for each High-Risk Community.

As a displaced tenant under the URA, a tenant can receive two types of replacement housing assistance: a moving allowance and a replacement housing allowance. The moving allowance can be an actual reasonable moving and related expenses reimbursement, or a fixed payment for moving expenses determined by a schedule published by the Federal Highway Administration: https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm

The replacement housing allowance can take two forms. If the displaced tenant chooses to continue to rent a dwelling, the award amount they are eligible for is 42 months times the difference in rent/utilities of their new home and their buyout dwelling (including lot rent, if a mobile home unit). Rental assistance is capped at \$5,250 for 90-day tenant occupants, except in situations where housing of last resort applies. Rental assistance is capped at \$22,500 for 180-day tenant occupants, except in situations where housing of last resort applies. Another option is for the displaced tenant to purchase a new home and receive a lump sum down payment form of assistance. If the displaced tenant elects to receive lump sum down payment assistance, their award cannot exceed what they would have been eligible for had they continued to rent a unit.

6. High-Risk Areas

High-Risk Areas are where properties are either ineligible for federal repair assistance (e.g. floodways) or where homeowners are at severe flood risk in their current location. These Areas are identified in cooperation with federal, state, and local governments. Additional types of areas may be added if the state identifies unmet needs for other high-risk areas and/or if additional funding for the Program is made available.

a. Geographic Eligibility

High-Risk Areas (HRA) are defined by the Program as meeting one or more of the following:

- Property located within federally determined floodways;
- Other high-risk property, on a case by case basis
- Properties must be located within the 51 disaster-declared parishes eligible for FEMA IA following the Great Floods of 2016.

Eligible parishes include: Acadia, Allen, Ascension, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Catahoula, Claiborne, De Soto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, Lafayette, La Salle, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Ouachita, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Helena, St. James, St. Landry, St. Martin, St. Tammany, Tangipahoa, Union, Vermillion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana and Winn.

b. Property-level Eligibility

- The property must be a single-family residential property;
- The property may be stick-built or a mobile home; and
- The applicant must have been the owner-occupant of the property at the time of the qualifying storm event.

Second homes, properties that served as rental properties at the time of the 2016 Flood and vacant lots are not eligible for buyout or incentive CDBG-DR assistance.

c. Individual-level Eligibility

1. Owner Occupants

In addition to being located in an eligible High-Risk Area, applicants must be eligible under the Restore Louisiana Homeowner Program Policy. A detailed listing of Program eligibility criteria is available in the Restore Louisiana Homeowner Program Policy Manual Section 6:

- Impacted by March 2016 or August 2016 flood events
- Property occupied by an owner as primary residence at the time of the flood event
- FEMA-determined major or severe damage
- Located within one of the 51 disaster-declared parishes
- Current owner of the property

The applicant's home must have sustained Major/Severe damage, as a direct result of the 2016 Severe Storm and Flooding events, which lasted from March 8, 2016 - April 8, 2016 and August 11, 2016 - August 31, 2016, respectively. Information provided by FEMA will be used to verify disaster-related levels of damage. Mobile homes that have not been classified as having Major/Severe damage must have sustained at least one foot of flood water inside the MHU to qualify for replacement. If the information provided by FEMA is unclear or if the information is not available, it is the applicant's responsibility to provide proof of flood damage, including flood height, within the structure. Examples of supporting documentation that the Program may review to substantiate Major/Severe damage include: 1) interior and/or exterior photos of the flooded damaged unit that can be matched to photos of the appraisal; 2) receipts of repairs completed to the dwelling; and 3) insurance claim documentation.

2. Owner Occupants on Non-Owned Land

Owner-occupants of site-built homes and manufactured housing who do not own the land on which their residence is situated are not eligible to participate in Solution 4 and are encouraged to participate in Solutions 2 and/or 3.

3. Clear Title

All owners of a property must transfer their interests in the property or (if applicable) grant the floodplain easement required by the Program, free and clear of all encumbrances in order for the property to be eligible under the Program, as determined by the title insurance agency issuing owner's policy of insurance to the entity receiving ownership through the Program.

4. Tie-Back and Damage Requirements

The applicant's home must have sustained Major/Severe damage, as a direct result of the 2016 Severe Storm and Flooding events, which lasted from March 8, 2016 - April 8, 2016 and August 11, 2016 - August 31, 2016, respectively. Information provided by FEMA will be used to verify

disaster-related levels of damage. Mobile homes that have not been classified as having Major/Severe damage must have sustained at least one foot of flood water inside the MHU to qualify for replacement. If the information provided by FEMA is unclear or if the information is not available, it is the applicant's responsibility to provide proof of flood damage, including flood height, within the structure. Examples of supporting documentation that the Program may review to substantiate Major/Severe damage include: 1) interior and/or exterior photos of the flooded damaged unit that can be matched to photos of the appraisal; 2) receipts of repairs completed to the dwelling; and 3) insurance claim documentation.

5. Tenants

If a home is purchased through the High-Risk Area Program and the property contains tenants that will be required to relocate as a result of the Program, those tenants are considered displaced persons who are eligible for relocation benefits under the Uniform Relocation Act (URA). Because of the voluntary nature of acquisition, property owners are not eligible for additional assistance under the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act.

7. High-Risk Area Eligible Assistance

Assistance is broken into two categories: **Buyout and Incentive**. All applicants eligible for the Program may opt to participate in either the Buyout only, Buyout and Incentive or Servitude and Incentive. Buyout and Incentive funds will be disbursed to all owners of the damaged property at closing.

a. Buyout

The Buyout is an acquisition of an applicant's real property. Homeowners participating in a buyout Program may select one of the following buyout transactions:

- **Fee Simple Title:** In fee simple acquisitions, the property will be purchased by the state's designee, the Louisiana Land Trust. After acquisition, all structures on the property will be demolished and the property will be subsequently sold at fair market value, subject to a floodplain easement with open space requirements or donated to a new property owner selected by the Program and eligible to receive such donations for the purposes of compliance with federal, state and local open space requirements associated with owning and maintaining the property.
- **Floodplain easement/servitude (deed restriction):** In Floodplain easement/servitude acquisitions, the easement/servitude will be conveyed to the state's designee, the Louisiana Land Trust. After conveyance, the Program will demolish all structures located on easement/servitude property. The applicant will remain responsible for maintaining the property in accordance with federal, state and local open space use restrictions and requirements.

All interests transferred shall be transferrable. Persons transferring their interests shall not be entitled to a right of first refusal on subsequent transfers of the property.

The amount of assistance provided for each of the options will vary, depending on the type of acquisition that occurs; however, all awards will be calculated based on current fair market value of the type of acquisition that occurs. The amount of assistance received is subject to reduction in the event of an increase in the amount of duplication of benefits, without a right of the owners for a return of the property or rescission of the transaction. Once the property or easement is acquired, all structures will be demolished by the Program.

1. Covenant and Compliance with Open Space Requirements

Applicants who elect to sell a floodplain servitude to the Program instead of selling their property outright will enter into a deed restriction at grant closing. This deed restriction will allow the applicant to retain ownership of the property, subject to certain use restrictions. Consent and subordination of interests of other interest holders (i.e. mortgagee) may be required by the Program. The Program will demolish all structures as required by the deed restriction, in the Program's sole determination, located in the floodplain. Afterward, the applicant must maintain the property as open space, free of buildings or other improvements.

2. Property Partially within a High-Risk Area

Applicants whose property is situated only partially within a High-Risk Area may opt to sell or encumber only the portion of property that is within the High-Risk Area, provided that area also contains the eligible residence. This is applicable to both fee simple and servitude transactions.

3. Duplication of Benefits

If a homeowner received or was approved for federal or other assistance related to the replacement or buyout of the damaged property, those funds will be evaluated as a possible duplication of benefits against the final award for which a homeowner is eligible under Solution 4. Below is a table of sample funding sources that are and are not duplicative with Program funds. This list is not necessarily comprehensive. Homeowners are required to provide information on all potentially duplicative funding sources associated with the damaged home.

Source of Funding	Purpose of Funds	DOB with CDBG-DR Buyout of Damaged Property?	DOB with CDBG-DR Construction of New Home?	DOB with CDBG-DR Incentive?
NFIP, SBA or FEMA IA	Repairs to Damaged Property	No	No	No
NRCS	Buyout of Damaged Property	Yes	Yes Program Determined to be Duplicative	Yes* Program Determined to be Duplicative
SBA	Relocation Assistance	See Below		

On June 14, 2019, HUD issued updated guidance regarding Small Business Administration (SBA) loans as a duplication of benefits. SBA duplication of benefits is defined below according to FR-6169-N-01. If you are interested in viewing the original definition of SBA duplication of benefits, please see previous versions of published RLHP guidelines.

Federal law require that SBA loans for relocation assistance to be counted as a duplication of benefits only in limited circumstances. The SBA-approved loan for relocation will be counted as a duplication of benefits, except in the following circumstances:

- Declined SBA Loans. Declined loan amounts are loan amounts that were approved or offered by a lender in response to a loan application, but were turned down by the applicant, meaning the applicant never signed loan documents to receive the loan proceeds.
 - If an applicant was approved for a loan but did not execute a loan agreement, the offered loan amount will be considered declined and not considered a duplication of benefits.
- Cancelled SBA Loans. Cancelled loans are loans (or portions of loans) that were initially accepted, but for a variety of reasons, all or a portion of the loan amount was not disbursed and is no longer available to the applicant. The cancelled loan amount is the amount that is no longer available.

If an applicant cancels all or a portion of an SBA loan related to the relocation assistance, only the accepted loan amount will be considered a duplication of benefits. The undisbursed loan amount will not be considered a DOB. Applicants may not request subsequent draws from the undisbursed portion of the loan.

On October 11, 2019, HUD issued partial approval of Action Plan Amendment (APA) #12 and addressed reimbursement of any disbursed SBA amounts. The partial APA approval allows for the reimbursement of SBA loan costs for RLHP applicants with incomes that do not exceed 120% of area median income (AMI). Applicants with incomes greater than 120% AMI must be approved for a hardship exception. Hardship criteria is still being defined as of the date of this publication.

4. Existing Mortgages and Liens

At or prior to closing, any liens and/or mortgages on the damaged property must be paid off or otherwise released from property in order to participate in the buyout and sell the property to the Program. For flood easement transactions, at or prior to closing all holders of liens and/or mortgages must subordinate their interests to the deed restrictions and consent to demolition of the structures effected by the deed restrictions. If not settled and cleared before closing, they must be paid off with proceeds from the buyout award. Homeowners must provide a current payoff quote for each lien and/or mortgage that remains on the damaged property prior to closing. Should the sum of the payoffs exceed the amount of the buyout and incentive award, the homeowner must provide proof of funds (e.g. bank statement) to the Program demonstrating ability to satisfy the liens and/or mortgage balances in excess of the buyout award. For example, if a homeowner's mortgage payoff total is \$60,000 and the buyout and incentive award is \$50,000, the homeowner must demonstrate they have the \$10,000 excess in

order to settle the mortgage at closing or that the mortgage holder has otherwise agreed to release the property from the mortgage.

The Program may provide limited financial counseling services to guide homeowners through the process of paying off an existing mortgage on the damaged property.

The existence of outstanding mortgages and/or liens does not impact the buyout and incentive award calculation. However, if a homeowner is unable to satisfy the existing liens and/or mortgages at the time of closing, and if this prevents him/her from being able to sell his/her damaged property, then the homeowner may not be eligible to participate in the Program.

Federal regulations prohibit using funds from the buyout and/or incentive (CDBG-DR funds) to pay off SBA loans when the loan is counted as a Duplication of Benefits, described above.

5. Program Buyout Award Calculation

Assistance for the acquisition of an eligible damaged property based on the current fair market value of the damaged property minus any duplication of benefits, subject to the Program cap. The Program will calculate the current fair market value of the damaged property using the Uniform Residential Appraisal Report (Form 1004) for valuing fee simple title acquisitions.

When acquiring a floodplain servitude, the Program will calculate the current fair market value of the easement rights being granted on a case by case basis, based upon the circumstances and the guidance of the Program's appraiser(s) in a method compliant with CDBG requirements.

Buyout Award Sample Calculation 1

1. Appraised value of damaged property or servitude	\$150,000
2. Less duplicative assistance received (i.e. SBA Relocation Loan)	\$100,000
3. Unmet need amount (#1 minus #2)	\$50,000
4. Approved buyout award amount	\$50,000 *

*cannot exceed \$200,000

Buyout Award Sample Calculation 2

1. Appraised value of damaged property or servitude	\$150,000
2. Less duplicative assistance received (i.e. SBA Relocation Loan)	\$0
3. Unmet need amount (#1 minus #2)	\$150,000
4. Approved buyout award amount	\$150,000 *

*cannot exceed \$200,000

Buyout Award Sample Calculation 3

1. Appraised value of damaged property or servitude	\$215,000
2. Less duplicative assistance received (i.e. SBA Relocation Loan)	\$0
3. Unmet need amount (#1 minus #2)	\$215,000
4. Approved buyout award amount	\$200,000 *

*cannot exceed \$200,000

b. Incentive

A Housing Incentive is offered in addition to the buyout amount. The additional funds serve as an extra inducement for participating owners to sell their properties to the program and relocate to an area at lower risk of future flooding. Buyout and incentive funds will be disbursed to all owners of the damaged property.

Recipients of housing incentive Option A must relocate to an area of lower risk of future flooding. The program strongly encourages applicants to move to the area of lowest risk of future flooding that meets their needs. The program defines areas of lower flood risk through a hierarchy described below. In order to be deemed compliant with relocating to an area of lower risk, a participant's location must move down the list.

Higher Risk



- Floodway
- Locations in the Special Flood Hazard Area with higher inundation depth
- Locations in the Special Flood Hazard Area with lower inundation depth
- Outside Special Flood Hazard Area (Zones B, C, X, and Undefined)

Lower Risk

Relocation from an area in the SFHA to another location in the SFHA is only allowable if it achieves lower flood risk, demonstrated by the new location having a lower inundation depth than that of the original. Inundation depth is defined by the program as a location's Base Flood Elevation minus the ground elevation. This represents the expected minimum flood depth during the 100 year flood event. For example, a location with a Base Flood Elevation of 30 and a ground elevation of 25 has an inundation depth of 5.

c. Buyout and Incentive Program Caps

For applicants who choose to only accept buyout assistance, an incentive or both a buyout and a housing incentive, the maximum amount of assistance is \$200,000, inclusive of assistance for buyout and incentive.

d. Incentive Process, Timing, & Deadlines

Participants receiving Incentive Option A must provide the program their the physical address of their intended relocation. The program will verify the resettlement address is in an area of lower flood risk. Once demonstrated, participants may schedule their buyout and incentive closing. The Program will coordinate the buyout of the damaged property with the applicant to ensure they are prepared to vacate the home to be acquired at the time of closing. The closing must occur within 9

months of the date of the award letter. Incentives will be paid to all owners of the damaged property at the time of the buyout closing.

Failure to meet Program deadlines may result in Program ineligibility.

e. Closing Deadlines

The Program will coordinate the buyout of the damaged property with the applicant to ensure they are prepared to vacate the home to be acquired at the time of closing. The closing must occur within 9 months of the date of the award letter.

f. Incentive Award Calculation

Eligible owner occupants may receive an incentive, which is the amount of assistance that is greater than the current fair market value of the damaged home. The incentive is calculated using the following variables:

- The total buyout and incentive Program cap
- The Program MHU allowance
- The total livable square footage of the damaged home
- The Program price per square foot for the parish of the damaged home
- Other duplicative benefits received

1. Buyout and Incentive Program Caps

a. Buyout and Incentive

For applicants who choose to only accept buyout assistance, an incentive or both a buyout and an incentive, the maximum amount of assistance is \$200,000, inclusive of assistance for buyout and incentive.

b. Manufactured Unit (MHU) Allowance

Applicants whose residence being bought out is a MHU will have their incentive award based exclusively on the Restore Louisiana Homeowner Assistance Program Solution 2 MHU replacement allowance. The allowance is \$45,000 for a single-wide unit and \$65,000 for a double-wide unit.

2. Gross Living Area of Damaged Home

The Program will use the information from the appraisal of the damaged property to determine the gross living square footage of the damaged property. The gross living square footage will serve as one of the factors in calculating the eligible incentive award.

In order to minimize appeals of the calculation of gross living square footage, the Program will round the gross living square footage up to the next rounded 50 square feet from the square footage listed in the appraisal when calculating the eligible incentive award. For example, an appraisal that lists the square footage as 1510 square feet will be rounded up to 1550 square

feet for Program incentive award calculation purposes. Similarly, an appraisal that lists the square footage as 1545 square feet will be rounded up to 1550 square feet for Program incentive award calculation purposes.

3. Program Price per Square Foot

Using data from regional multiple listing services (MLS), the state has established parish-wide comparable prices per square foot for each of the parishes where homes are located in a floodway. Should applicants in parishes not listed below apply to the Program, the state will conduct additional research on those parishes and will update the policies to include the parish-wide comparable price per square foot for those parishes.

In order to develop the parish-wide comparable prices per square foot, the state reviewed homes sold between June 2016 and May 2018. Once the entire data set was reviewed, the state isolated the data to homes with 1000 to 2000 square feet of heated living space that were constructed in the last twenty years, and then excluded the top 5% and the bottom 5% (outliers) of homes sold, based on sales price. An analysis of the available data concluded that the average price per square foot of homes sold between June 2017 and May 2018 (past 12 months) are most representative of current market trends as they exclude sales that occurred before the March and August 2016 floods, so the Program adopted these values as the parish-wide comparable prices per square foot.

In parishes where fewer than 50 homes between 1,000 and 2,000 square feet had sold between June 2017 and May 2018, the Program concluded that there is insufficient data to derive an accurate parish-level average square footage value. For these parishes, the Program has adopted the average price per square foot amongst the 21 parishes that were studied. In the one parish with fewer than 50 sales where the parish-level price per square foot exceeded the multi-parish average, the parish-level price was not adjusted downward.

The Program will use the price per square foot associated with the parish in which the damaged home is located as the comparable price per square foot when calculating a homeowner's potential award.

Assistance Based on Available MLS Sales Data					
Avg. Price ALL Sales in 24 month period prior to program launch				\$108.54	
Avg. Price Homes Sold 24 Month period prior to program launch, less than 30 Years Old, between 1,000 and 2,000 Sq. Ft., Excluding Top and Bottom 5%				\$114.72	
Avg. Price Homes Sold in 24 Month period prior to program launch, less than 20 Years, between 1,000 and 2,000 Sq. Ft., Excluding Top and Bottom 5%				\$117.07	
Avg. Price Homes Sold 12 Month period prior to program launch, less than 30 Years Old, between 1,000 and 2,000 Sq. Ft., Excluding Top and Bottom 5%				\$116.36	
Avg. Price Homes Sold 12 Month period prior to program launch, less than 20 Years Old, between 1,000 and 2,000 Sq. Ft., Excluding Top and Bottom 5%				\$118.11	
REALTOR.COM 7-1-18 Average Price in Louisiana Housing Market				\$114	
Parish	Home Sales in 24	Sales \$/SF Past 24 Months	Home Sales in 12	Sales \$/SF Past 12 Months	Incentive Price per Square Foot

	months		months		
Acadia	55	\$76.17	36	\$74.48	\$118.11
Ascension	1,510	\$124.74	944	\$125.64	\$125.64
Beauregard	293	\$101.44	49	\$115.07	\$118.11
East Baton Rouge	2,043	\$129.10	1,290	\$130.02	\$130.02
East Feliciana	24	\$105.37	16	\$108.97	\$118.11
Iberville	103	\$127.23	80	\$125.79	\$125.79
Jeff Davis	62	\$110.38	36	\$115.68	\$118.11
Lafayette	2,092	\$123.33	761	\$123.69	\$123.69
Livingston	1,870	\$109.62	865	\$113.32	\$113.32
Natchitoches	44	\$103.25	35	\$104.38	\$118.11
Ouachita	431	\$121.06	224	\$123.57	\$123.57
Pointe Coupee	38	\$125.21	24	\$133.08	\$133.08
Rapides	344	\$112.80	198	\$112.78	\$112.78
St. Helena	10	\$75.45	6	\$66.00	\$118.11
St. Landry	153	\$91.13	109	\$90.33	\$90.33
Tangipahoa	1,055	\$104.27	743	\$105.12	\$105.12
Vermilion	171	\$100.30	103	\$100.96	\$100.96
Vernon	198	\$86.27	153	\$85.52	\$85.52
Washington	60	\$90.23	47	\$94.19	\$118.11
Assistance Based on Available Zillow Research Data					
Parish		Sales \$/SF 24 Months		Sales \$/SF 12 Months	Incentive Price per Square Foot Incentive Price per Square Foot
Bossier		\$120.88		\$121.83	\$121.83
Caddo		\$96.94		\$97.48	\$118.11

4. Incentive Award Calculation Samples

In order to calculate the amount of assistance a homeowner is eligible to receive as an Incentive Award the Program will collect and process the information listed above in the following way:

Buyout & Incentive Award: Example 1

Buyout		
1.	Appraised value of damaged property or servitude	\$150,000
2.	Less duplicative assistance received (Le. SBA Relocation Loan)	\$70,000
3.	Unmet need amount (#1 minus #2)	\$80,000
4.	CDBG buyout award amount	\$80,000 *
Housing Incentive		
5.	Livable square footage of damaged property	1700 sq ft

6.	Program price per square foot in damaged property parish	\$100 per sq ft
7.	Program calculation of current sales prices (#5 x #6)	\$170,000
8.	Less NRCS buyout (if applicable)	\$0
9.	Less CDBG buyout award (if applicable)	\$80,000 *
10.	Less duplicative assistance received	\$70,000
11.	Incentive amount (#7 - #8 - #9 - #10)	\$20,000 *

* combined CDBG buyout and incentive cannot exceed \$200,000

Buyout & Incentive Award: Example 2

Buyout		
1.	Appraised value of damaged property or servitude	\$100,000
2.	Less duplicative assistance received (i.e. SBA Relocation Loan)	\$30,000
3.	Unmet need amount (#1 minus #2)	\$70,000
4.	CDBG buyout award amount	\$70,000 *
Housing Incentive		
5.	Livable square footage of damaged property	2500 sq ft
6.	Program price per square foot in damaged property parish	\$100 per sq ft
7.	Program calculation of current sales prices (#5 x #6)	\$250,000
8.	Less NRCS buyout (if applicable)	\$0
9.	Less CDBG buyout award (if applicable)	\$70,000 *
10.	Less duplicative assistance received	\$30,000
11.	Incentive amount (#7 - #8 - #9 - #10)	\$150,000 *

* combined CDBG buyout and incentive cannot exceed \$200,000

5. Tenants

Tenants who are eligible for relocation benefits under the URA are those tenants who were occupants of properties eligible for buyout as of the date of initiation of negotiations. As a displaced tenant under the URA, a tenant can receive two types of replacement housing assistance: a moving allowance and a replacement housing allowance. The moving allowance can be an actual reasonable moving and related expenses reimbursement, or a fixed payment for moving expenses determined by a schedule published by the Federal Highway Administration:

https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm

The replacement housing allowance can take two forms. If the displaced tenant chooses to continue to rent a dwelling, the award amount they are eligible for is 42 months times the difference in rent/utilities of their new home and their buyout dwelling (including lot rent, if a mobile home unit). Rental assistance is capped at \$5,250 for 90-day tenant occupants, except in situations where housing of last resort applies. Rental assistance is capped at \$22,500 for

180-day tenant occupants, except in situations where housing of last resort applies. Another option is for the displaced tenant to purchase a new home and receive a lump sum down payment form of assistance. If the displaced tenant elects to receive lump sum down payment assistance, their award cannot exceed what they would have been eligible for had they continued to rent a unit.

8. Funding Limitations

a. Voluntary Acquisition

Any acquisition funded with this Program will be undertaken as a voluntary acquisition activity. Neither the state nor its designee shall expropriate land, nor shall the state or its designee exercise its power of eminent domain, if applicable.

b. Award Structure and Compliance Requirements

For homeowners in High-Risk Areas who accept a buyout and incentive assistance, the award is structured as grants made to the applicant. The buyout grant and incentive carry no compliance requirements beyond the homeowner vacating the home being sold at the time of the closing.

For homeowners in High-Risk Communities who accept buyout and incentive assistance in anticipation of moving into a newly built community, the award is structured as a forgivable, full-recourse loan. One fifth (1/5) of the loan is forgiven after every year of compliance. In order to receive forgiveness, awarded homeowners must comply with the following requirements and must be prepared to demonstrate compliance with these requirements at any point during the compliance period:

- Own and occupy the new home as primary residence for 5 years;
- Maintain homeowner's insurance on the new home for 5 years;
- Maintain flood insurance on the new home for 5 years (if inside SFHA); and
- Prompt payment of property taxes on new home when due for 5 years

Required insurances must be carried for the lesser of the value of the home (project cost) or the maximum insurable policy. Homeowners participating in Incentive Option B (Sustainable Resettlement to New Community) must maintain flood insurance even though a resettlement community must be located outside of the SFHA.

Failure to comply with these compliance terms for the duration of the term of the loan will constitute an event of default and may result in a recapture of the remaining, unforgiven portion of the loan. Exceptions to the primary residence requirement may be provided on a case-by-case basis arising from hardship beyond the homeowner's control in the sole discretion of the Program. The balance of the forgivable loan is forgiven in the event of the death(s) of all awarded homeowner(s).

c. Existing Mortgages and Liens

Grant funding from this Program will not be used to pay off existing mortgages or liens on properties in High-Risk Communities. For example, if homeowners in High-Risk Communities has a mortgage on his/her flood-damaged property, the homeowner will be required to satisfy that mortgage with their mortgage provider or the homeowner may be responsible for refinancing the loan to the new

property, subordinate to the Program mortgage. The value of mortgage(s) or liens does not reduce the amount of duplication of benefits that a property owner is required to contribute toward the new home or the amount of duplication of benefits when the Program calculates the buyout or incentive awards.

Program participants in High-Risk Areas are able to pay off existing mortgages or liens with their buyout and incentive funds. However, Federal regulations prohibit using funds from the buyout and/or incentive (CDBG-DR funds) to pay off SBA loans when the loan is counted as a Duplication of Benefits, described above. However, buyout and incentive funds cannot be applied to SBA liens.

d. Reimbursement for Prospective or Past Estimated Cost of Repairs

The Restore Homeowner Assistance Program has funding limitations in place, due to the federal regulations, which may prohibit the types of properties being served in Solution 4 from receiving assistance under Solutions 1-3. For example, properties in a floodway are expressly prohibited under CDBG-DR regulations from receiving repair or reimbursement for repair assistance. Similarly, properties that have flooded in the past and where the homeowner did not maintain flood insurance, are not eligible for repair assistance or reimbursement of repairs. This is not a comprehensive list of the reasons for which a property may not be eligible for assistance from Solutions 1-3.

9. Other Policies

a. Appeals

Awards may be appealed. An appeal may be submitted to the Program for the Buyout or Incentive award calculation or duplication of benefits. The appeal must be submitted prior to the execution of the grant agreement or within thirty (30) days of the date of award determination, whichever occurs first. In the event a future policy change by the Program would positively impact the amount of the award, the award will be recalculated accordingly, and the applicant will have the option to accept and sign a grant agreement with the updated grant award.

The applicant may not appeal policies that have been approved and incorporated by the Program including appraised values and parish price per square foot values. In addition, appeal of the award amount will not be accepted after grant execution. Further, statutory and regulatory requirements or guidelines may not be appealed.

IMPORTANT: All available supporting documentation must be submitted with an appeal request.

Regardless of the reason(s) an appeal is filed, the entire application will undergo a full review. The full review may result in a positive or negative change to the eligibility status or an increase or decrease in the previous award amount. In any instance of a decrease in the actual award, the grant award will be reduced to reflect the reduction.

The determination of the appeal by the Program shall be a final, non-reviewable determination. The Program is not an entitlement program and determinations are not subject to judicial review.

b. Optional Relocation Assistance

The program may make available Optional Relocation Assistance (ORA) to eligible residents of High Risk Communities until permanent resettlement can be completed. A full ORA policy is available at <http://restore.la.gov>.

c. Repayment of Duplicative Assistance (Subrogation)

All duplicative funding received must be remitted to or accounted for, regardless of when it is received by the applicant. If applicants receive additional funding for the same purpose as the RLHP award (buyout and/or relocation from storm-damaged property) even after an RLHP award is executed, the applicant is required to report the additional funding to the Program. By accepting the award, applicants agree that they will report any duplicative funds to the Program whenever received. Upon receipt of a report that benefits have been received that were not reported in the grant calculation, the Program will recalculate the applicant's award and provide instructions as to whether such funds must be remitted to the Program. A copy of the Program's subrogation agreement can be found in Appendix C.

d. Anti-Fraud, Waste and Abuse

HUD requires that specific policies are developed to prevent fraud, waste and abuse. Therefore, the Program has established procedures for verifying the accuracy of information provided by Program applicants, vendors and subrecipients. The Program's Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in information provided by third parties that may be indicative of fraud, waste, and abuse. The Program will ensure that accurate information obtained from third party vendors and AFWA checks are conducted systematically utilizing standardized research methodologies and flag identification processes for consistency and equitable treatment across relevant sources. Flag codes, notations, and relevant supporting documents are checked for errors.

e. Program Applicants

The Program will ensure that secure feeds are set up from third party vendors, which will be used to verify information provided by the applicant. Program staff will review the applicant provided information and the third party verified information. Applicants will be required to sign a sign a FRAUD ACKNOWLEDGEMENT certifying that all information in the application, documents provided, and documents executed are true to the best of their knowledge. Applicants will acknowledge that they may be prosecuted by Federal, State and/or local authorities in the event that they make or file false, misleading and/or incomplete statements and/or documents. Applicants agree to repay all of the loan amount in the event Applicant makes or files false, misleading and/or incomplete statements and/or documents. Applicants acknowledge notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors and businesses and that the State has provided an Office of Fraud to address such issues.

f. Vendors

The Program verifies the accuracy of information provided by its vendors. As part of the state procurement process, contractors are required to complete a vendor background questionnaire and to report derogatory information relating to the contractor and/or its key personnel. Prior to

contract execution. The Program's procedures include, but are not limited to: reviewing debarment lists, searching known databases for information (such as State of Louisiana tax liens and incorporation documents), conducting internet searches, and obtaining information available from State and Federal agencies (such as substantiated investigative findings and audit reports). The Program has established regular channels of communication with other state and local government agencies who are contracting with various entities for services relating to storm recovery efforts in order to be on guard for issues relating to contractor fraud, waste, and abuse.

10. Demolition and Disposition Plan

The state's designee, the Louisiana Land Trust (LLT) will acquire eligible properties on behalf of the Office of Community Development. Once the LLT takes ownership of the property, LLT will coordinate scheduling teams to conduct demolition of structures on those properties prior to final dispositions. On properties which have been acquired where the homeowner retains servitude rights, those homeowners will be notified regarding demolition scheduling. This notification may be provided between 72 hours and one week in advance by phone. The homeowner is required to vacate the property entirely as of the date and time of the property real estate closing, as the demolition can take place at any point afterward.

Once the property has had the structures on it demolished, LLT's contractors will remove the resulting debris from the property and dispose of said debris in accordance with local, state and federal regulations. This includes any necessary site decommissioning. Contractors will provide appropriate notice on site regarding the demolitions being conducted during said efforts.

LLT will then process the properties to which it holds the Fee Simple Title to their final ownership dispositions, which will vary depending on the locations of the properties. These will include transfer of ownership to local municipalities or parishes in most instances.

Properties purchased through the Buyout Program will be transferred either to units of State or local government or to private or nonprofit organizations (including non-profit land trusts) with a chartered mission of the preservation and maintenance of open space. If transferred to a local government, the local government may retain or dispose of the properties to private or public landowners in a manner that complies with the acceptable uses of the property. Recipients of the properties from the state or its designee or the local government will be required to report on the final use and disposition of the property and the final owner and/or the state or local government will be required to monitor the property for compliance with compatible uses. In cases where the Program acquires a servitude, the property owner will remain owner of the property, but the covenant (deed restrictions) will be in place in perpetuity on the acquired property. Regardless of the final owner of the property, the land will be dedicated in perpetuity for uses compatible with open space, recreation, or wetlands management practices, as required by FR-5989-N-01.

No new structure will be erected on property acquired, accepted, or from which a structure was removed under the acquisition or relocation Program other than: (a) a public facility that is open on all sides and functionally related to a designated open space (e.g., a park, campground, or outdoor recreation area); (b) a rest room; or (c) a flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank,

upstream, or downstream and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure.

Appendix A: Closing Documentation

ACT OF CASH SALE

ACT OF CASH SALE OF IMMOVABLE PROPERTY

(BY) _____

TO: ROAD HOME CORPORATION, d/b/a
LOUISIANA LAND TRUST

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF _____

Before the undersigned Notary Public and in the presence of the undersigned competent witnesses:
PERSONALLY CAME AND APPEARED:

Name (SSN: XX-XXX-XXXX), a resident of the Parish of _____, single,
having never been married (or other marital status information), whose mailing
address is: [insert address] ("Seller").

who declared that for and in consideration of the sale price of
DOLLARS (\$ _____) (the "Purchase Price"), cash in hand paid, the receipt of
which is hereby acknowledged, Seller hereby grants, bargains, sells, conveys, transfers, assigns,
sets over, abandons and delivers, full ownership in:

Road Home Corporation d/b/a Louisiana Land Trust (TIN: XX-XXX-4379), a
Louisiana nonprofit corporation created under La. R.S. 40:600.61 through 600.68,
inclusive, acting herein through its undersigned representative, authorized by
resolution adopted on February 23, 2019 and registered as Instrument Number
_____ in the conveyance records of _____ Parish,
Louisiana ("Buyer").

without warranty of title but with full substitution and subrogation in and to any and all rights and
actions of warranty of title which Seller has or may have against all preceding owners and vendors,
the following described property (the "Property") the possession and delivery of which Buyer
acknowledges:

[insert legal description of the property]

For information only and not as part of the legal description, the municipal address of the Property
is: [insert street address].

The Property is conveyed together with (i) any and all buildings, other improvements, personally
and fixtures, if any, situated thereon; (ii) any and all crops and timber growing thereon; (iii) any
and all rights, title, and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way;
(iv) all rights, ways, servitudes, privileges, appurtenances and advantages belonging or in anywise
appertaining to such land, buildings, improvements or other components of the Property; and (v)
all rights of the Seller in and to alluvion, dereliction, and accretions formed thereby having accreted
to the Property. This sale is made and accepted subject to any existing restrictions of record and
which might affect the same.

DISCLAIMERS, WAIVERS, RELEASES, AND WARRANTIES

The Property is sold "as-is, where-is" without any warranties whatsoever as to fitness or condition.

Solution 4 Act of Cash Sale, Page 1 of 5

whether expressed or implied, and Buyer expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold, which render it unsafe or render its use so inconvenient or imperfect that Buyer would not have purchased it had Buyer known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code Art. 2526 et seq., with respect to Seller's warranty against latent or hidden defects in the property sold, as any other applicable law, not even for a return of the purchase price. Buyer forfeits the right to void the sale or reduce the purchase price on account of some hidden or latent vice or defect in the Property. Seller expressly subrogates Buyer to all rights, claims and causes of action Seller may have arising from or relating to any hidden or latent defects in the Property. This provision has been called to the attention of the Buyer and fully explained to Buyer, and Buyer acknowledges that it has read and fully understands this waiver of express and implied warranties and accepts the Property without any such express or implied warranties.

Seller acknowledges that the purchase price set forth above is provided through the *Roussou Louisiana Solution 4 Program*, which is funded by Federal Community Development Block Grant appropriations and is administered under the requirements of 24 CFR Part 570. Seller acknowledges that even if he is seeking any further benefits under the Solution 4 Program as may be provided through resolution or appeal processes, **THIS SALE IS FINAL** and is not conditioned on any additional benefits being paid to the Seller from the Solution 4 Program, or any other source, and is not subject to rescission.

Seller expressly waives and renounces any vendor's lien, privilege, mortgage or any other right or interest affecting the Property and expressly waives and renounces any right to rescind or dissolve the transfer of the Property conveyed to Buyer on account of (a) the non-fulfillment of any of the Buyer's obligations hereunder; or (b) the non-fulfillment of any obligation of any third party undertaken to induce Seller to convey the Property to Buyer, or otherwise undertaken in connection with this conveyance.

Seller warrants that third parties may deal with Buyer free and clear of any vendor's lien or privilege, express or implied right of rescission, or any other right or interest which may otherwise be deemed to exist in favor of Seller.

Seller and Buyer each acknowledge that La. R.S. 41:1338(A)(1) does not apply to this conveyance. To the extent that La. R.S. 41:1338(A)(1) may be determined to apply, Seller stipulates that any rights he may have under La. R.S. 41:1338 are hereby waived and released.

TAXES, FEES, OR OTHER CHARGES OR ASSESSMENTS

Taxes, fees, or other charges or assessments against the Property (collectively "Taxes") due through the date Seller executes this instrument ("Sale Date") have been prorated between Seller and Buyer based on estimates as of the Sale Date. To the extent that any Taxes are or may be determined to be due, such Taxes shall be deemed to have been prorated between Seller and Buyer as of the Sale Date. Such proration is final between Seller and Buyer, and Buyer shall be obligated to pay any taxes later determined to be due. Further, Buyer agrees that any Taxes assessed against the Property for any period occurring from and after the Sale Date shall be the sole responsibility of Buyer.

According to the records of the tax collector for the parish in which the property is located, ad valorem taxes on the Property due on or prior to the Sale Date have been paid in full. In accordance with La. R.S. 9:2721(A), from and after the Sale Date, the name of the entity responsible for all property taxes and assessments is: **Road Horse Corporation d/b/a Louisiana Land Trust, 11100 Moud Road, Suite 200, Baton Rouge, LA 70804.**

OPEN SPACE; RESTRICTION ON USE

Buyer declares that its purpose in acquiring the Property is to restrict the Property to floodway and open space uses. This purpose will be implemented through a separate instrument establishing a conservation servitude, covenant, or similar restriction, the terms of which shall be established in the sole discretion of Buyer. Until such an instrument is registered in the land records of the parish in which the property is located, this act of each sale shall be deemed to restrict the use of the

Property only to uses compatible with floodway and open space purposes, until such time as another instrument establishing a conservation servitude, covenant, or similar restriction is registered in the land records, after which such instrument shall be deemed to repeat and replace the restriction on use described in this paragraph.

MISCELLANEOUS

The parties hereto waive the production of all mortgage or conveyance certificates and/or any other certificates with respect to the property. They release such undersigned notary, and his employees, agents and assigns, from any and all responsibility in connection therewith.

All persons signing this instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein and all the obligations herein assumed will inure to the benefit of, and be binding upon, the heirs, successors and assigns of the respective parties, and Buyer, its heirs, successors and assigns, shall have and hold the property in full ownership forever.

This Act of Cash Sale may be executed in one or more counterparts, and by different parties in separate counterparts and before different Notaries Public and witnesses, with the same effect as if all parties hereto had signed the same documents. Therefore, it shall not be necessary to have the signatures of all persons required to bind the parties appear on the same page. All counterparts so executed and delivered shall be deemed to be a single original, shall be construed together, and shall constitute one agreement.

SIGNATURE PAGES FOLLOW

Solution 4 Act of Cash Sale, Page 3 of 5

BEFORE ME, the undersigned notary duly commissioned in and for the parish and state aforesaid and before the undersigned competent witnesses, personally came and appeared the above signed person(s), who declared and acknowledged that Seller executed the foregoing instrument as his own free act and deed for the uses, considerations and purposes herein expressed.

Signed this _____ day of _____, 2013,

WITNESSES:

SELLER:

Sign:

Print:

Sign:

Print:

NOTARY

Solution 4 Act of Cash Sale, Page 4 of 5

BEFORE ME, the undersigned notary duly commissioned in and for the parish and state aforesaid and before the undersigned competent witnesses, personally came and appeared the above signed person(s), who declared and acknowledged that Buyer executed the foregoing instrument as his own free act and deed for the uses, considerations and purposes herein expressed.

Signed this _____ day of _____, 2019.

WITNESSES:

BUYER:
ROAD CORPORATION d/b/a
LOUISIANA LAND TRUST, by

Name
Print:

Title:

Name
Print:

NOTARY

Solution 4 Act of Cash Sale, Page 5 of 5

CONSERVATION SERVITUDE

CONSERVATION SERVITUDE

STATE OF LOUISIANA

_____ PARISH

SECTION I. APPEARANCES

BE IT KNOWN that on the dates, at the places and before us, Notaries Public, duly commissioned and qualified in and for our respective jurisdictions; and before the undersigned competent witnesses, in whose presence this act is passed and executed, personally came and appeared:

[Appearance information for owner], domiciled in _____ Parish, Louisiana, whose mailing address is _____

hereinafter "Owner", and

Road Home Corporation (TIN: XX-XXX4376), a/k/a Road Home Corporation d/b/a Louisiana Land Trust, a Louisiana nonprofit and charitable corporation whose purposes and powers comply with La. R.S. 9:1272(2)(b), created under and pursuant to the provisions of La. R.S. 40:600.61 through 40:600.68, inclusive, domiciled in East Baton Rouge Parish, whose mailing address is:

11100 Mead Road, Suite 200
Baton Rouge, Louisiana 70816

appearing through its undersigned agent, duly authorized by resolution adopted on _____ and registered on _____ at Book _____, Page _____, File # _____ in the land records of _____ Parish, Louisiana, hereinafter "Holder,"

SECTION II. ESTABLISHMENT, PURPOSE, AND PERPETUAL DURATION

Owner hereby establishes this conservation servitude over the property described in Exhibit "A" (the "Property") pursuant to the Louisiana Conservation Servitude Act, La. R.S. 9:2171, et seq. ("Servitude").

This Servitude is intended to restrict the use of the Property to protect and preserve natural floodplain values and to prevent future use of the Property that would impair or interfere with the open space benefits of the Property. This servitude shall be perpetual unless it is modified released in writing by Holder and registered in the land records of the parish in which the Property is located.

SECTION III. PERMITTED USES

The following uses ("Permitted Uses") may be conducted or located on the Property:

1. Floodways, detention or retention ponds, and other drainage or flood protection features or structures
2. Wetland and watershed management

Solution 4 Conservation Servitude, Page 1 of 6

3. Agricultural and forestry activities, including:
4. Parks for outdoor recreational activities
5. Nature reserves
6. Cultivation
7. Grazing
8. Outdoor recreation
9. Public restrooms
10. Structures or public facilities open on all sides and functionally related to another Permitted Use;
11. Camping
12. Unimproved pervious parking lots
13. Subsurface infrastructure necessary to support other Permitted Uses.
14. Lighting and security features necessary to support other Permitted Uses.
15. Buffer zones including those buffer zones needed for drainage or levee protection
16. Simple agricultural structures used exclusively for agricultural purposes in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including livestock, and limited to:
 - a. General purpose uses, which are open on at least one side and are for the temporary storage of livestock;
 - b. Pole frame buildings with open or closed sides used exclusively for storage of farm machinery and equipment, and related agricultural items;
 - c. Grain bins, corn cribs, and similar agricultural structures
17. Mineral Extraction. Extraction of subsurface oil, gas and other minerals may be accomplished only by extraction methods that will have a limited and localized impact on, and not be irretrievably destructive of, the natural values of the Property and the conservation purposes of this servitude. The extractor shall at all times use best efforts and practices to prevent damage or impairment of natural values and shall use best efforts to restore any area damaged to its original condition prior to extraction. Additionally, the following restrictions apply to any mineral extraction conducted on the property:
 - a. No Dumping. There shall be no storage or disposal of hazardous substances, or toxic wastes, nor any placement of underground storage tanks in, on, or under the Property.
 - b. No Pollution. There shall be no pollution of surface water, natural water courses, lakes ponds, marshes, subsurface water or any other water bodies.
 - c. Compliance with Environmental Regulations. All mineral exploration and extraction shall be done in compliance with all federal and state environmental regulations.

SECTION IV. PROHIBITED USES

The following uses ("Prohibited Uses") may not be conducted or located on the Property:

- I. Temporary or permanent storage of mobile homes, boats, tractor trailers, or commercial vehicles

2. Temporary or permanent storage of building materials, equipment, dirt or fill materials, aggregate products, and the like, except in conjunction with the development or maintenance of a Permitted Use.
3. Structures other than those expressly permitted under Section III., Permitted Uses.

SECTION V. USES NEITHER EXPRESSLY PERMITTED OR PROHIBITED

A use of the Property that is neither expressly permitted or prohibited under the prior two sections may be permitted by express written authorization by Holder registered in the land records of the parish in which the Property is located, and such a use shall be deemed to be a Permitted Use as though it were expressly stated in this Servitude.

Holder and Owner acknowledge that the Permitted Uses described herein are based on their common understanding at the time this Servitude is enacted of uses that are both beneficial to and compatible with the purposes of this Servitude stated in Section II above. They also acknowledge that in light of the perpetual duration of this servitude, new and different uses not anticipated herein may likewise be both beneficial and compatible. Their mutual intent is for such new and different uses to be permitted to the extent that they are of like kind or character to the Permitted Uses based on their impact on open space and floodway functions. To the extent that the Property is put to a use that is neither expressly permitted or prohibited under the prior two sections, and there is a dispute as to whether it is permitted, such a dispute shall be resolved by reference to the kind and character to the Permitted Uses based on their impact on open space and floodway functions.

SECTION VI. DUTY TO MAINTAIN FLOOD INSURANCE

If the Property is located in a Special Flood Hazard Area under the applicable United States Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map or is located within an area for which an Advisory Base Flood Elevation has been issued by FEMA, any building on any part of the Property shall be insured under a policy of flood insurance with limits equal to or exceeding the lesser of (a) the full insurable value, as determined by the property insurer; or (b) the maximum amount of flood insurance coverage available under the National Flood Insurance Program, to the extent coverage can be obtained under the National Flood Insurance Program. Owner understands that failure to maintain flood insurance means that, in the event of a future disaster, Owner may not be eligible for federal disaster relief assistance for repair, replacement, or restoration of damage due to flooding as provided for in 42 U.S.C. §5154a. Owner must notify subsequent transferees of the requirement to maintain flood insurance by including flood insurance notification language in subsequent written conveyance instruments. This Covenant as to Flood Insurance shall run with the Property in perpetuity or, alternatively, for the maximum period permitted by law, and may be enforced by Holder, any person having a third party right of enforcement under this Servitude, or by FEMA.

SECTION VII. INSPECTION OF THE PROPERTY; CORRECTION OF NONCOMPLIANT CONDITIONS

Holder, any person having a third party right of enforcement, and their representatives, or assigns, shall have the right: (a) to enter upon the Property, at reasonable times to inspect the Property, any improvements on it, or any uses to which it is put to ensure compliance with this Servitude; and (b) to demolish or remove or otherwise correct any noncompliant use or structure on the Property.

SECTION VIII. RIGHT TO ENFORCE

Sedition 4 Conservation Servitude, Page 3 of 6

In addition to the rights of Holder to enforce this servitude, the following persons shall have a third party right of enforcement pursuant to the Louisiana Conservation Servitude Act:

1. Any natural or juridical person designated by Holder in a writing registered in the land records of the parish in which the Property is located.
2. The State of Louisiana, acting through the Division of Administration, Office of Community Development (OCD), or its successor entity.
3. The U.S. Department of Housing and Urban Development (HUD).

To the extent that there is a dispute as to enforcement between or among persons having a third party right of enforcement, the dispute shall be resolved in favor of the position of the Holder first, or of the other persons with third party rights of enforcement in the order listed in above.

Holder may by release or partial release of this Servitude, with the concurrence of OCD by signature on such release or partial release and without the need of consent of any other party (including HUD), waive or amend the provision of this Servitude, which will be binding on any party thereafter seeking to enforce provisions of the Servitude.

This Servitude and duties accessory thereto shall be enforceable in law or in equity, and any person entitled to enforcement may seek injunctive relief against the Owner for violation thereof, without posting bond and without the need for demonstrating irreparable harm. Further, Owner hereby agrees that Holder may demand enjoyment from Owner of the compensation paid to Owner to acquire this servitude, with judicial interest from the date of payment, in the event that Owner violates this Servitude in a way that significantly inhibits the open space and floodway benefits of this Servitude.

SECTION IX. COMPLIANCE WITH LOCAL OR STATE LAND USE LAWS

This Servitude is restrictive in nature, and is not intended to supplant or supersede any local or state land use or zoning laws that are more restrictive in their application, or to relieve Owner from any obligations or restrictions imposed by such laws.

SECTION X. ASSIGNMENT TO OR DESIGNATION OF ANOTHER HOLDER

In its sole discretion, Holder may assign all of its rights under this Servitude to another holder, or may designate another holder to exercise Holder's rights under this Servitude. An assignment to or designation of another holder shall not be effective until an instrument making the assignment or designation is registered in the land records of the parish in which the property is located. The term "Holder" in this Servitude shall be deemed to include any such assignee or designee. Any such assignee or designee shall have no rights greater than the original Holder and shall be bound by any prior acts of the original Holder provided for herein.

SECTION XI. SERVITUDE RUNS WITH THE PROPERTY

This Servitude and the duties accessory thereto shall constitute a covenant running with the Property and shall be binding upon the Owner and his successors. To the extent any obligation(s) set forth herein is (are) construed by a court of competent jurisdiction not to be a conservation servitude such provision(s) shall not be severed from the Servitude but shall constitute a personal servitude(s) of and enforceable against the Property and/or Owner and his heirs, successors and assigns, and remaining obligations shall be enforced as a conservation servitude.

Solution 4 Conservation Servitude, Page 4 of 6

SECTION XII. SEVERABILITY; CONSTRUCTION

This Servitude and duties accessory thereto shall be governed and construed in accordance with Louisiana Law. Any provision of the Servitude found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof. The Servitude, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. The Servitude is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein.

SECTION XIII. EXECUTION

THIS DONE, PASSED, AND SIGNED in multiple originals, on this ____ day of _____, 2019, at _____, Louisiana, by the undersigned, in the presence of me, Notary and the undersigned competent witnesses who hereto sign our names with the undersigned, after reading of the whole.

OWNER

Witness: _____
Print Name: _____

[Name]

Witness: _____
Print Name: _____

Notary Public
Printed Name: _____

Notary or Bar Roll No. _____ Parish, Louisiana

My Commission Expires: _____

THUS DONE, PASSED, AND SIGNED in multiple originals, on this ____ day of _____, 2019, at _____, Louisiana, by the undersigned, in the presence of me, Notary and the undersigned competent witnesses who herunto sign our names with the undersigned, after reading of the whole.

ROAD HOME CORPORATION,
a/k/a Road Home Corporation
d/b/a Louisiana Land Trust,
a Louisiana nonprofit corporation

Witness: _____
Print Name: _____

By: _____
Michael R. Taylor
Executive Director

Witness: _____
Print Name: _____

Notary Public
Printed Name: _____

Notary or Bar Roll No. _____ Parish, Louisiana

My Commission Expires: _____

GRANT AGREEMENT

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION OFFICE OF COMMUNITY DEVELOPMENT RESTORE LOUISIANA HOMEOWNER ASSISTANCE PROGRAM

SOLUTION 4 – BUYOUT and RESILIENT HOUSING INCENTIVE GRANT AGREEMENT SINGLE FAMILY

APPLICANT INFORMATION	
Application Number	
Applicant Name	
Co-Applicant Name (if applicable)	
Damaged Home Address, City, Parish, State, Zip Code ("Damaged Property")	
Property Tax Parcel ID # ("Tax Parcel") or ("Damaged Property")	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
GRANT INFORMATION	
Notice of Grant Award Date	
Grant Agreement Execution Date	
Housing Incentive Amount	
Buyout Amount	
Total	
Grant Agreement Execution Agent	Team Title
GRANT TYPE SELECTION (check all that apply)	
<input type="checkbox"/> Buyout (choose one option below)	
<input type="checkbox"/> Fee Simple Purchase (Full Ownership Transfer to State's Designee)	
<input type="checkbox"/> Conservation Servitude	
<input type="checkbox"/> Housing Incentive	
<p>INTRODUCTION: This grant agreement ("Agreement") is entered into by the undersigned persons (collectively called "Applicant" in this agreement, regardless of the number of individuals) and the State of Louisiana, Division of Administration, Office of Community Development (the "State"). Each undersigned person agrees to be solidarily bound to perform Applicant's obligations under this agreement. The State may enforce its rights under this agreement against any one of the undersigned persons.</p> <p>RECEIPT OF PROGRAM DOCUMENTATION: By signing this Agreement, Applicant acknowledges receipt of the following Program Documentation, incorporated herein by reference. Applicant confirms that the representations, warranties, consents and agreements contained in the following documentation, already provided by Applicant to Program, are true and correct as of date this Agreement is signed.</p> <ul style="list-style-type: none"> • Application and all attachments and exhibits. • Fraud Acknowledgement • Consent and Release of Personal Information • Right of Entry • Restore Louisiana Homeowner Assistance Program Manual • Certifications <p>PURPOSE AND SOURCE OF FUNDS: CDBG funds are allocated to the State of Louisiana's Office of Community Development ("OCD") for its flood recovery program known as the Restore Louisiana Homeowner Assistance Program ("Program"). Applicant acknowledges access to, and opportunity to review, the Restore Louisiana Homeowner Assistance Program - Program Manual ("Manual"), specifically the Solution 4 Policies attached as Appendix I thereto, and understands that a full description of the Program and the policies governing the Program are contained in the Manual. The Manual, as may be amended, is incorporated herein by reference. Applicant is bound by all terms and conditions contained in the Manual as if they are fully stated in this Agreement.</p> <p>The purpose of this Agreement is to confirm the terms and conditions related to Applicant's receipt of one or both of a Buyout and a Housing Incentive. Funding for both types of awards comes from the</p>	

Community Development Block Grant ("CDBG") program administered through the U.S. Department of Housing and Urban Development by the State as the Grantee.

The Applicant will receive a Buyout only if Applicant transfers the Damaged Property to the Program or grants a Conservation Servitude.

The Applicant, whose primary residence incurred damages resulting from the 2016 Flood Events in Louisiana (the "Floods"), may also elect to receive the HOUSING INCENTIVE. The Program will disburse the BUYOUT and HOUSING INCENTIVE to Applicant after execution of the Act of Cash Sale or Conservation Servitude, as applicable.

Applicants who elect to receive the Housing Incentive affirm by executing this Agreement that he or she will relocate outside of the Floodway to an area determined by the Program to be at lower risk of future flooding. If the applicant fails to relocate outside of the Floodway to an area determined by the Program to be at lower risk of future flooding, the applicant may be required to return the Housing Incentive portion of the total award.

The sale of the Damaged Property, or the granting of the Conservation Servitude, as applicable, is a permanent transfer and the Applicant cannot rescind the transfer even if the Applicant is required to return any or all of the Buyout or Housing Incentive, as provided in this Agreement or the Duplication of Benefits Subrogation Agreement. The listing of a purchase price in Act of Cash Sale or Conservation Servitude shall not restrict the enforcement of prohibition of duplication of benefits under this Agreement or the Duplication of Benefits Subrogation Agreement.

SOLUTION AND AWARD CALCULATION: Applicant has selected and has been deemed eligible for Solution 4 Buyout and Housing Incentive assistance from the Program. The Applicant, whose primary residence incurred damages from the Floods and is in a Floodway, is agreeing to transfer ownership of the damaged primary residence. Participation by Applicant is voluntary, and the State, OCD and/or the Program have imposed no requirement that Applicant participate in Solution 4 of the Program.

☐ Based on the information provided by Applicant and reviewed by the Program, Applicant is eligible for and elects to receive the BUYOUT.

The BUYOUT award, the assistance provided for the acquisition by the Program of an eligible damaged property, is derived from the current market value of the Property minus any duplication of benefits, subject to the Program Cap. The Program will calculate the current market value of the damaged property using the Uniform Residential Appraisal Report (Form 1004) for valuing fee simple title acquisitions.

Applicant has received and consented to the State's calculation of the BUYOUT. In particular, Applicant has reviewed, and consents to, any adjustments to the BUYOUT due to any assistance that the Program has deemed as a Duplication of Benefit and accepts the calculation of the final BUYOUT as shown on Exhibit A attached hereto.

☐ Based on the information provided by Applicant and reviewed by the Program, Applicant is eligible for and elects to receive the HOUSING INCENTIVE. The Applicant agrees to comply with all Program requirements to confirm Applicant's eligibility to receive this HOUSING INCENTIVE.

Applicants who receive the HOUSING INCENTIVE agree to relocate outside of the Floodway to an area determined by the Program to be at lower risk of future flooding. If the applicant fails to relocate outside of the Floodway to an area determined by the Program to be at lower risk of future flooding, the applicant may be required to return the Housing Incentive portion of the total award.

Applicant Initials: _____

HOUSING INCENTIVE is calculated by multiplying the Gross Livable Square Footage of the Damaged Home, as determined by a Program ordered appraisal of the Damaged Home and rounded, per current Solution 4 Program Policy.

The Grant Amount, including both the BUYOUT AND HOUSING INCENTIVE, is subject to adjustment based on any Duplication of Benefits received by Applicant (as further described below), regardless of when those benefits are received.

The HOUSING INCENTIVE is subject to further adjustment based on the applicable Program maximum combined Buyout and HOUSING INCENTIVE amount of \$200,000 ("Program Cap").

<p>The Applicant has received and consented to the State's calculation of the HOUSING INCENTIVE. In particular, Applicant has reviewed, and consents to, any adjustments to the HOUSING INCENTIVE due to any assistance that the Program has deemed as a Duplication of Benefits and accepts the calculation of the final HOUSING INCENTIVE as shown on Exhibit A attached hereto.</p> <p>Applicant understands and agrees that the State may require additional information from the Applicant to determine that the HOUSING INCENTIVE was properly calculated. Applicant should maintain all records, receipts, invoices and other documentation related to the Program, including, but not limited to, Applicant's application, income, ownership for no less than seven (7) years from the date of this Agreement. Applicant will provide the documentation to the State if requested. Applicant is subject to audit and future review of documentation that substantiates information provided in the application. The State, its representatives or agents, Housing and Urban Development ("HUD"), HUD Office of Inspector General, and/or the Louisiana Legislative Auditor may perform an Audit of Applicant's file at any point in time. If Applicant's file is subject to an Audit after the Grant Agreement Execution Date, Applicant's failure to provide information that substantiates information provided in the application may result in recapture of the HOUSING INCENTIVE.</p>
<p>PROHIBITION AGAINST DUPLICATION OF BENEFITS: Federal law requires that any amount of federal or other assistance related to the replacement or buyout of the flood damaged property, including funds from Federal Emergency Management Agency ("FEMA"), Small Business Administration ("SBA"), National Resources Conservation Service ("NRCS"), insurance companies, nonprofits or any other source, must be deducted from Applicant's BUYOUT or HOUSING INCENTIVE award as a duplication of benefits ("Duplication of Benefits"). Applicant certifies that he/she has reported all Duplication of Benefits in his or her initial application and any monies received since the initial application. If the amount deducted from the BUYOUT or HOUSING INCENTIVE, as identified on attached Exhibit A - "Award Calculation Table", is less than the Duplication of Benefits actually received by Applicant, the grant is subject to reduction or repayment by Applicant. In the event that Applicant receives additional Duplication of Benefits after the date of this Agreement, Applicant must notify the OGD in writing. Mail required Notices to P.O. Box 94095, Baton Rouge, Louisiana 70804. After receipt of notice of any Duplication of Benefits, the grant amount will be reduced by such amount as determined by the State. Applicant is required to repay the amount of the Duplication of Benefits to the State. Applicant acknowledges entering a subrogation agreement allowing the State to claim any additional Duplication of Benefits up to the amount of the Grant Amount.</p>
<p>RELINQUISHMENT OF OCCUPANCY OF DAMAGED PROPERTY: Upon the execution of this Agreement, Applicant relinquishes occupancy of the Damaged Property to the State's designee. Applicant shall obtain the cooperation of the co-owners to relinquish occupancy of the Damaged Property prior to execution of this Agreement and will indemnify the State and State's designee for any costs or losses resulting from Applicant's or any occupancy of the Damaged Property. The State's designee will enjoy full rights of possession of the Damaged Property upon execution of the Act of Cash Sale or Conversation Servitude.</p>
<p>REMOVAL OF ALL PERSONAL ITEMS AND MOVEABLE PROPERTY: Applicant acknowledges that all things of value to Applicant, or anyone having rights to the premises, have been removed from the Damaged Residence, and that nothing of value to Applicant remains on the Damaged Property being transferred to the Program. Applicant acknowledges that the State's designee will demolish and remove all structures and improvements on the Damaged Property. Applicant waives any claim for damage to or loss of anything on the Damaged Property or within the Damaged Residence.</p>
<p>CONSENT TO ELECTRONIC TRANSACTION: Applicant acknowledges that electronic records are being collected, maintained, stored and utilized for the Program. Applicant also acknowledges the following: Automated agents determined identification and eligibility of Applicant for the Program. Applicant consents to the use of electronic records in accordance with the State's security policy and procedure for such records. In order to verify Applicant's identity and eligibility for the Program, the State requires that certain personal information of Applicant is provided to the State. By accepting the BUYOUT or HOUSING INCENTIVE, Applicant authorizes the State to store and use the information provided by Applicant for such purposes, including information from third party reports needed to process the Application and Grant Amount.</p>

<p>AGREEMENT TO EXECUTE ADDITIONAL DOCUMENTS: Applicant shall execute such further and additional documents and instruments as may be requested by OCD to carry out and make effective the purposes of this Agreement.</p>					
<p>SEVERABILITY / CONSTRUCTION: This Agreement shall be governed and construed in accordance with Louisiana law. Any provision of this Agreement found to be prohibited by law or unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other documents referenced herein. This Agreement, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Time is of the essence. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein. This Agreement supersedes all oral agreements or statements between Applicant, and the State, its agents, contractors and subcontractors. No handwritten amendments to this Agreement shall be permitted.</p>					
<p>NOTICE: Applicant must notify the State if any of the information contained in the application or this Agreement becomes incomplete or incorrect at any time prior to the disbursement of the BUYOUT and the HOUSING INCENTIVE. To update any information, Applicant must provide written correspondence to OCD at P.O. Box 94095, Baton Rouge, Louisiana 70895.</p>					
<p>APPEALS: Applicant acknowledges and agrees that they have had the opportunity to review and appeal the HOUSING INCENTIVE and all other appealable decisions related to their application, and at the time Applicant executes this Agreement, Applicant waives any future right to appeal the determinations of eligibility, award calculation, results of all inspections, and funding requirements (including Duplication of Benefits calculation). From and after the date of this Agreement, all decisions by OCD or its designees are final non-appealable determinations of benefits under the Program. Notwithstanding the foregoing, in the event that a future Program policy change would positively impact the BUYOUT and/or HOUSING INCENTIVE, the Program will recalculate the award accordingly, and Applicant will have the opportunity to review and accept the revised award.</p>					
<p>FRAUD ACKNOWLEDGEMENT: Applicant asserts, certifies and reaffirms under penalty of perjury that all information in the survey, application, all documents previously provided and documents executed on the Grant Agreement Execution Date are true to the best of Applicant's knowledge and Applicant acknowledges that such have been relied on by OCD to provide disaster assistance. Applicant has disclosed to OCD all insurance proceeds and other funds received from governmental agencies as compensation for damages as a result of the Flood(s) in the application process. Applicant acknowledges that Applicant may be prosecuted by Federal, State and/or local authorities in the event that Applicant makes or files false, misleading and/or incomplete statements and/or documents. Applicant agrees to repay all of the BUYOUT and/or HOUSING INCENTIVE grant funds in the event Applicant makes or files false, misleading and/or incomplete statements and/or documents. Applicant acknowledges notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors and businesses and that the State has provided an Office of Fraud to address such issues.</p>					
<p>ENFORCEMENT, VENUE, AND CHOICE OF LAW: Applicant may be required to remit to the State all Grant Funds in the event that Applicant does not comply with terms of this Agreement and the policies and procedures of the Program. This Agreement shall be enforceable, at law or in equity, by the State of Louisiana or the United States of America. Any and all legal action arising under, relating to, or concerning the provisions hereof of this Grant Agreement shall be brought, solely heard, and determined in the venue of the 19th Judicial District Court for the Parish of East Baton Rouge and shall be governed by Louisiana law. The parties expressly agree to WAIVE trial by jury.</p>					
<p>SIGNATURES AND ACKNOWLEDGEMENT:</p> <table border="1"> <tr> <td> <p>APPLICANT:</p> </td> <td> <p>CO-APPLICANT:</p> </td> </tr> <tr> <td> <p>DATE:</p> </td> <td> <p>DATE:</p> </td> </tr> </table>		<p>APPLICANT:</p>	<p>CO-APPLICANT:</p>	<p>DATE:</p>	<p>DATE:</p>
<p>APPLICANT:</p>	<p>CO-APPLICANT:</p>				
<p>DATE:</p>	<p>DATE:</p>				

EXHIBIT A - AWARD CALCULATION TABLE

SAMPLE

RIGHT OF ENTRY

RIGHT of ENTRY in favor of LOUISIANA LAND TRUST

(Site access to facilitate Solution 4 property demolition and cleanup)

This Right of Entry ("ROE") is entered into by the undersigned persons (collectively called "**Applicant**") in this instrument, regardless of the number of individuals). Applicant is the owner of the following described property (referred to in this ROE as the "**Property**"):

[Insert legal description and address]

Applicant is the recipient of a Solution 4 Buyout Grant Award. In return for the award, Applicant conveyed to Road Home Corporation, d/b/a Louisiana Land Trust ("LLT") an interest in land adjacent to the Property. In connection with that conveyance, Applicant grants a right of entry on and across the Property to LLT, and to each of its agents, contractors, and subcontractors, for the purpose of access only to facilitate demolition, debris removal and cleanup work to be performed by LLT on the adjacent land conveyed by Applicant to LLT.

LLT shall complete the work in a neat and workmanlike manner, and shall restore the Property to a presentable condition. Upon restoration of the Property, LLT shall stand released from any claim for damages to Applicant or to the Property resulting from LLT's work, through the date of completion of the work authorized hereunder.

This ROE shall expire upon the completion of the work by LLT on the adjacent land and the restoration of the Property.

Thus done, passed, and signed in multiple originals, on this ____ day of _____, 2019, at _____, Louisiana, by the undersigned, in the presence of me, Notary and the undersigned competent witnesses who hereto sign our names with the undersigned, after reading of the whole.

Applicant:

Sign: _____	Witness: _____
Print Name: _____	Print Name: _____
Sign: _____	Witness: _____
Print Name: _____	Print Name: _____

Notary Public

Printed Name: _____

Notary or Bar Roll No. _____ Parish, Louisiana

My Commission Expires: _____

Solution 4 Right of Entry, Page 1 of 2

The following is for information only:

Designated Applicant contact:

Mailing address:

Contact telephone number:

SAMPLE

Solution 4 Right of Entry, Page 2 of 3

SUBROGATION AGREEMENT

DUPLICATION OF BENEFITS SUBROGATION AGREEMENT Restore Louisiana Homeowner Assistance Program Solution 4

This Duplication of Benefits Subrogation Agreement ("Agreement") is entered into by the undersigned persons (collectively called "Applicant" in this Agreement, regardless of the number of individuals). Each undersigned person agrees to be solidarily bound to perform Applicant's obligations under this agreement. The State may enforce its rights under this agreement against any one of the undersigned persons.

In consideration of receiving Solution 4 grant funds under the Restore Louisiana Homeowner Assistance Program (the "Program") administered by the Louisiana Division of Administration, Office of Community Development (the "State"), Applicant hereby assigns to the State all of Applicant's rights to reimbursement and all payments which may be received related to physical damage to the Damaged Home (not including contents) caused by the Flood(s), or related to the Payout of the Damaged Property, or to Relocation Assistance (all amounts collectively referred to as "Proceeds"), that have not previously been included in the calculation of the Grant Amount. Proceeds include, but are not limited to:

- Amounts received under any Federal Emergency Management Agency ("FEMA") program, including FEMA's Flood Mitigation Assistance for Severe Repetitive Loss properties;
- Small Business Administration ("SBA") program;
- USDA's NRCS program;
- Flood, casualty or property damage insurance;
- Nonprofit donations or grants; or
- Any other funding, or from claims or causes of action Applicant may have.

The State's rights under this Agreement regarding Proceeds shall be exercised as follows:

The State shall re-calculate the Payout and Housing Incentive by including such as a Duplication of Benefits in the grant calculation. If the re-calculation results in a reduction of the grant, then Applicant must repay the State the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total Grant Award Amounts that would have been made if such Proceeds had been included in the State's original Grant calculation.

Notwithstanding the foregoing, if Proceeds are received while Applicant is in default under the Program, then the State can recover the amount of Proceeds up to the Grant Amount disbursed.

Applicant agrees to promptly pay such Proceeds to the State in accordance with the terms of this Agreement. Applicant further agrees that the ownership transfer is a permanent transfer and the Applicant can never receive back the ownership of the Damaged Property after signing the ownership transfer instrument. This absolute prohibition on rescinding the permanent transfer is regardless of if the Applicant is required to return any or all of the Payout or Housing Incentive, as provided in this Agreement.

Applicant shall assist and cooperate with the State should the State elect to pursue any of the claims the Applicant has or may have against any insurers for reimbursement.

Solution 4 Subrogation Agreement, Page 1 of 2

under any policies insuring the Damaged Home or against others for physical damage to the Damaged Home. The Applicant(s) assistance and cooperation shall include allowing suit to be brought in the name(s) of the Applicant(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the State. This Agreement authorizes such insurer or third party to pay relating to such claims directly to the State.

Applicant shall execute such further and additional documents and instruments as may be requested by the State to further and better assign to the State the Proceeds or any insurance policies and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the State to consummate and make effective the purposes of this Agreement.

Applicant hereby authorizes and instructs any lawyer or claims professional representing Applicant in connection with Damaged Home to communicate with the State regarding the nature and status of claims and to share information with the State relating to the claims. The lawyer or claims professional shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this Agreement.

Applicant acknowledges that this Agreement does not impair the rights of Applicant's mortgage lender as loss-payee under any deed of trust or mortgage on the Damaged Home.

In any proceeding to enforce this Agreement, the State shall be entitled to recover all costs of enforcement, including attorneys' fees.

Capitalized terms shall have the meanings given to them in the Grant Agreement governing the Grant Amount assigned by Applicant on the same day as this Agreement.

This Agreement is executed as of _____, 2019.

Appendix J: Temporary Housing Assistance Policy



Revision History

Revision Number	Revision Description	Release Date
1	Initial Version	4/30/2019
2	<ul style="list-style-type: none"> Specified that lease agreements cannot include early cancellation fees or buyout fees under Section D: Temporary Housing Selection and Payment Issuance, page 7 Added that refundable deposits must be repaid to the Office of Community Development. Failure to issue refunded deposits to the Office of Community Development will result in Recapture in the amount of the deposit, page 7 Noted that housing assistance extensions may be issued in 30-day or 60-day increments under Section E: THA Application and Requirements of Continued Assistance, page 7 Updated Appendix B: Temporary Housing Assistance Grant Agreement, page 13 Updated Appendix C: Homeowner Forms, page 20 	11/13/2019
2.1	<ul style="list-style-type: none"> Updated mailing address in Sec. E. 	5/26/2020

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS

1

Table of Contents

Background:	3
Temporary Housing Assistance (THA)	3
Program Summary:	3
A. Eligibility and Criteria for Selection:	4
B. Type of Assistance:	4
C. Maximum Award:	5
D. Temporary Housing Selection and Payment Issuance:	6
E. THA Application and Requirements of Continued Assistance:	7
F. Termination or Discontinuation of Assistance:	8
G. Accessibility/Disability Accommodations:	8
H. Questions	9
Appendix A: Temporary Housing Assistance Application	10
Appendix B: Temporary Housing Assistance Grant Agreement	13
TEMPORARY HOUSING ASSISTANCE GRANT AGREEMENT	14
Appendix C: Homeowner Forms	20
Notice of Construction Delay	21
Extension Request Form	22
Appendix D: Homeowner Notices	23
5-Day Warning of Termination of Assistance	24
10-Day Notice of Termination of Assistance	25



RLHP supports Fair Housing/Equal Employment Opportunity/ADA Accessibility

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS





Background:

As of submittal of the State's Action Plan Amendment #11 (March 20, 2019), nearly 2,000 eligible Restore LA Homeowner Program (RLHP) Active Grantees have a homeowner responsibility or escrow contribution requirement due to the duplicative benefits they received and/or were awarded through other federal funding sources. As these and other Active Grantees work to complete their repairs or reconstructions, they are facing financial cash flow challenges necessitated by the additional interim housing costs they are paying during the repair or reconstruction process.

Additionally, other federal funding programs are tapering off and/or are no longer available to reduce or eliminate interim housing costs paid to some program participants. In particular, as of February 2019, there were 333 FEMA Manufactured Housing Units (MHU) in use as temporary residences for homeowners impacted by the 2016 disasters. FEMA has established an end date for the provision of the MHUs on April 30, 2019, at which point, the homeowner will incur rent plus penalties until the unit is removed. There are over 100 active Restore Grantees who are housed in FEMA MHUs and have been identified as unlikely to complete repairs to their permanent residence by April 30, 2019, but are expected to complete repairs to their permanent residence if provided additional time.

To avoid displacement and homelessness, the RLHP has developed the **Interim Housing Assistance Program (IHAP)** in APA #11¹ to provide additional assistance for these homeowners participating in the RLHP until repairs to their damaged homes are completed. One initiative under IHAP is **Temporary Housing Assistance (THA)** which allows assistance under Restore for unmet needs related to eligible short-term lodging or rental expenses, for up to 20 months (not to exceed September 30, 2022)², provided the household is at or below 120% AMI and is an Active Grantee within the RLHP. Another component is **Interim Mortgage Assistance (IMA)**, which will be detailed in a separate document. *(*Note: Homeowners receiving any form of CDBG-DR Interim Mortgage Assistance are not eligible for to receive Temporary Housing Assistance.)*³

Temporary Housing Assistance (THA)

Program Summary:

Temporary Housing Assistance (THA) allows short-term lodging in the form of temporary hotel assistance for up to an estimated 90 days, or temporary rental assistance, the total of which cannot exceed 20 months, to eligible homeowners whose households are at or below 120% AMI, are actively working through the RLHP, and:

- Require temporary housing due to the expiration of the term of their FEMA MHUs, without a housing plan after the FEMA MHU deadline of April 30, 2019, while they continue to repair their damaged homes.
- Require temporary housing due to other circumstances of hardship, as approved by OCD, including temporary displacement that requires that the damaged home be vacated for safety and other reasonable measures to expeditiously complete the repairs or reconstruction.

¹ The State received partial approval of APA #11 from HUD on April 23, 2019 for specific IHAP components.

² Per Federal Register Notice: FR-6136-N-01, the waiver and alternative requirement from HUD allowing this rental/lodging assistance shall expire on September 30, 2022.

³ Per Federal Register Notice: FR-6136-N-01.



Homeowners that are not active in the RLHP or are not eligible for RLHP THA may also apply for the Rapid Rehousing Program through Louisiana Housing Corporation, which can provide some short-term housing assistance or other housing rental solutions. Interested homeowners can contact 225.242.1374 or 225.242.1385 for more information.

A. Eligibility and Criteria for Selection:

- Homeowner must have executed their grant agreement(s) and received a positive award of CDBG-DR grant funds in the Restore Louisiana Homeowner Assistance Program (RLHP); and
- Homeowner must be determined under RLHP as meeting the LMI national objective, or as up to 120% AMI, to meet the urgent need national objective; and
- Homeowner must have not yet completed repairs/reconstruction of their flood-damaged home, or must vacate the damaged home to complete repairs, and the house is not considered safely habitable; and,
- Homeowner must demonstrate continued progress toward completing the rebuilding of their damaged home. "Active" participants are defined as RLHP homeowners who are post-closing, meaning have executed their RLHP grant; and
- Homeowner cannot receive concurrent temporary lodging or rental assistance from other governmental or charitable organization that would cause a duplicative benefit; and
- If the homeowner received any rental assistance from FEMA, Tenant-Based Rental Assistance (TBRA), Project-Based Rental Assistance (PBRA), or Section 8 Housing, the funding must have been exhausted prior to provision of CDBG-DR funds; and
- Homeowner must agree to sign a Restore Grant Agreement for the Temporary Housing Assistance, committing to the terms of receiving the housing benefit and continue making progress to complete the eligible repair activities outlined in an inspection report and identified on the Estimated Cost to Repair (ECR) report to continue to receive the assistance.

This THA is not a duplication of benefits to housing rehabilitation, repair or reconstruction funds, as it constitutes a separate and distinct eligible activity. However, to maintain efficiency, and since Temporary Housing Assistance is limited to RLHP active grantees, the program will use documentation and determinations that already exist within RLHP, such as ownership, occupancy and LMI status.

B. Type of Assistance:

Temporary Housing Assistance is dependent on the homeowner's needs, which will be identified and confirmed through working with RLHP case managers to determine the best and most reasonable option for active RLHP homeowners. The THA can be in the form of temporary lodging in units such as hotels, motels or extended stay hotels, intended not to exceed 90 days. For needs that extend beyond 90 days or due to accessibility or other limiting issues, the assistance may be in the form of short-term rental assistance in eligible apartments or furnished corporate lodging.

- **Temporary Hotel Assistance:** In order to avoid homelessness and undue financial burden, some Restore homeowners need temporary hotel assistance (estimated less than 90 days) to complete the repairs on their homes. This program will provide daily, weekly or monthly temporary hotel lodging for these families for up to an estimated 90 days until they complete their repairs or reconstruction through the Restore program.

⁴ Per Federal Register Notice: FR-6136-N-01.



- **Temporary Rental Assistance:** Monthly rental assistance may be provided for those homeowners who need more than 90 days until the repairs/reconstruction are complete on the damaged home, usually 12 months and limited to a maximum of 20 months (and not to go beyond September 30, 2022).

****NOTE:** While the Interim Mortgage Assistance is a separate benefit, homeowners receiving any form of CDBG-DR Interim Mortgage Assistance are not eligible for Temporary Rental Assistance.*

Due to the FEMA MHU deadline, some applicants may not be able to find a rental unit before moving out of their FEMA MHU and may require both Temporary Hotel Assistance and Temporary Rental Assistance. FEMA MHU applicants will be offered 30 days of hotel assistance and must use that time to locate a rental unit. Requests for an extension beyond 30 days may be reviewed on a case-by-case basis in exceptional circumstances. The total combined temporary housing assistance cannot exceed 20 months.

C. Maximum Award:

The THA covers 100% of the daily rate or monthly rent, as noted below, without a percentage cost share required from the homeowner, due to the existing strains on their resources in rebuilding or repairing their damaged home. The grant award will also cover a pet deposit (within reasonable limits) as an eligible expense. The grant award does not cover utility, cable or other deposits or costs that may be incurred (**note:** water or utility provisions included as part of the monthly leasing agreement can be eligible under grant award.).

- **Temporary Hotel Assistance:** The maximum grant award amount is calculated based on state limits plus allowable taxes, detailed in PPM 49, Addendum #01 – Tier 1 and Tier 2 Lodging Rate Changes: <https://www.dca.la.gov/Pages/asp/Travel/TravelPolicy.aspx>.
 - Assistance is limited to the lesser of the actual cost of the daily rate of the identified hotel or the PPM 49 assigned rate per parish of housing location. It is anticipated that temporary hotel assistance will be in the parish of the damaged home, unless due to availability or other critical issues, RLHP approves housing in a nearby parish.
 - The appropriate number and type of room(s) will be provided based on family size as indicated on the RLHP application and maximum occupancy per room set by the hotel.
 - Hotel assistance is limited to the earlier of when the repairs or reconstruction is complete or an estimated 90 days. Extensions to this time limit will be considered on a case-by-case basis, when there are exigent circumstances. Some may transition from hotel to interim rental or mortgage assistance, but in no case will recipients receive more than 20 months of assistance.
- **Temporary Rental Assistance:** The maximum grant award amount is calculated on a monthly basis, based on: the time needed to complete the construction project and the maximum 2019 fair market rents* for a comparable bedroom total of the damaged home, or less if appropriate, found at https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2019_code/select_Geography.odn.
 - Assistance is limited to lesser of: a) the actual cost of rent; or b) the 2019 fair market rent of a given area, based on household size and approved number of bedrooms.
 - Rental assistance is limited to the earlier of when the repairs or reconstruction is complete or in 12 months, unless approved by RLHP to go beyond, but in no case can



exceed 20 months total temporary housing assistance.

- Water or utility provisions included as part of the monthly lease agreement can be eligible under grant award.

Due to the FEMA MHU program deadline, some homeowners may not be able to find a rental unit before moving out of their FEMA MHU and may require both Temporary Hotel Assistance and Temporary Rental Assistance. FEMA MHU homeowners will be offered 30 days of hotel assistance and must use that time to locate a rental unit. Requests for an extension beyond 30 days may be reviewed on a case-by-case basis in exceptional circumstances.

****NOTE:** Due to factors such as the percentage of adjustment and the administrative burden of making programmatic adjustments mid-way through a program, the state may adjust the maximum amount per month a household is eligible to receive if HUD publishes adjusted fair market rents.*

D. Temporary Housing Selection and Payment Issuance:

The short-term lodging and temporary rental assistance received through THA is paid directly to the provider (hotel or rental property owner), not to the homeowner, as required by program requirements and associated regulations related to eligible activity.

The program administrator will make payments directly to hotels on a negotiated payment duration (i.e. bi-weekly, monthly) and will pay directly to landlords at the beginning of each month, or as specified in the lease-terms.

Additionally, THA funds are only available to assist with lodging costs or rent going forward and may **not** be used as a reimbursement for previously paid or incurred costs. THA funds may not be used for meals or other incidentals, including utility, cable, storage pods, or other costs (*exception, as noted in Section C, if water or utility is included in the rent noted in the lease*).

- **Temporary Hotel Assistance:** The program administrator will locate available temporary hotel lodging for RLHP families within the Parish of their damaged home and suitable to the needs of the impacted household. (*Note: RLHP may approve location to another parish if requested by the homeowner with justification and final program approval*).
- **Temporary Rental Assistance:** The program administrator will inform the RLHP homeowner of the fair market rent calculation (based on comparable bedroom number of the damaged home, or less as appropriate) and the approved term of assistance. The homeowner is responsible for locating a suitable rental unit that fits their household needs. The household should seek rental housing within the parish of their damaged home. (*Note: RLHP may approve location to another parish is requested by the homeowner with justification and final program approval*). **Before signing the lease**, the homeowner will present the **Rental Lease Agreement** to RLHP for approval in order to receive funding. Once approved, the THA will be payable directly to the landlord, under location and terms specified in the lease agreement.



Unit Requirements, Lease Requirements, and Inspection:

- Homeowner-selected unit must be safe, sanitary and permitted under official leasing terms. As temporary housing, a full HQS inspection is not required. Program administrator will confirm unit is acceptable and exists as submitted.
- Due to the expedited timeframes to implement this program, the selected unit cannot be dated before 1978, or require Lead-based paint inspection.
- Selected units cannot be owned by the homeowner or their immediate family members.
- Lease agreement cannot include early cancellation fees or buyout fees.

Note: If a homeowner receives a refundable deposit, the homeowner will be required to issue the refund to the Office of Community Development. Failure to return a refunded deposit to the Office of Community Development may result in Recapture of funds in the amount of the deposit.

○

E. THA Application and Requirements of Continued Assistance:

- **THA Application:** RLHP homeowners who meet the eligibility criteria must complete and submit an **Application for Temporary Housing Assistance** (see attached application in [Appendix A](#)). At the time of Application for THA, the homeowner must project their anticipated temporary housing duration need, percentage construction completion, projected completion date and accommodation needs, in working with the RLHP case manager.

Applications may be submitted in one of the following ways:

- Via phone with a Case Manager
 - Via email: THAProgram@restore-la.org
 - Via U.S. mail to Attention: THA, 11100 Mead Road, Baton Rouge, LA 70816
 - Via hand delivery at 11100 Mead Road, Baton Rouge, LA 70816
- **Progress Inspections:** The THA is designed and intended as temporary, in order to allow the homeowner to continue to progress on their repairs or reconstruction under their RLHP award. The RLHP staff will continually review the status of the construction project and undertake inspections to hold homeowners to their projections and report their progress and timeline.
 - Homeowners are required to continue making progress, to be confirmed through monthly inspections, and to adhere to timelines and communication with the program, or the homeowner will be notified that temporary housing assistance will be discontinued.
 - If there are unanticipated delays which affect the completion and move out timelines, the state must review the extension request and confirm that an extension is justified. Extensions may be issued in 30-day or 60-day increments but are not to exceed 60-day increments.



- A sample Notice of Construction Delay form and 30-Day Extension Request form can be found in [Appendix C](#).

F. Termination or Discontinuation of Assistance:

- If an RLHP homeowner becomes inactive or ineligible with RLHP, the assistance expended to date is eligible, but must cease as soon as the determination by RLHP is made and communicated to the homeowner.
- If an RLHP homeowner who is post-closing (executed their grant agreement) is not continuing to make progress on their construction, as determined by inspection, or adhering to projected construction timelines, the program will notify the homeowner and temporary housing assistance can be discontinued.
 - The RLHP will attempt three (3) calls within a 7-day window. If the homeowner fails to respond, or if the homeowner fails to provide access to the property, a 5-Day Warning of Termination of THA Assistance Notice will be issued. If the homeowner fails to respond to the 5-Day Warning of Termination of THA Assistance Notice, a 10-Day Notice of THA Termination of Assistance will be issued.
 - A 10-Day Notice of THA Terminated Assistance will be issued to homeowners who do not respond and are determined to be in non-compliance with the Restore program. The THA will then be discontinued for the homeowner after the 10-day termination date. If the homeowner fails to vacate within the 10-day timeframe, the homeowner will be responsible for the remainder of the lease. If the homeowner is in a hotel, the homeowner must either vacate the room or assume responsibility of the bill.
 - See [Appendix D](#) for sample homeowner notices.
- If a homeowner is negligent or causes damage to the temporary lodging or rental, the RLHP will immediately notify the homeowner and terminate assistance. The homeowner will be responsible for the cost of all damages.
- The homeowner is expected to vacate temporary housing on the date specified in their Grant Agreement. The Program may approve extensions upon specific requests, and are not anticipated to exceed 30 day increments (see Appendix C). If the homeowner's home passes final RLHP inspection prior to the Grant Agreement end date, the homeowner is expected to move out at that time. The program will allow an acceptable amount of days to vacate temporary housing and move back home, estimated not to exceed 5 calendar days.
- If the homeowner's home is habitable at an earlier date, or the homeowner voluntarily chooses to vacate their temporary housing earlier than the Grant Agreement end date, then they must notify the program within 48 hours (Mon-Fri from 8am-5pm) of vacating so that the program can terminate the assistance.

G. Accessibility/Disability Accommodations:

Reasonable steps will be taken to accommodate accessibility and other special needs to ensure the placement is appropriate to the homeowner and the household members.



H. Questions

The Temporary Housing Assistance is administered under the RLHP. Questions can be directed to the program at **866-735-2001**. THA will be noted in the RLHP Program Manual with a flyer and Application available on the program website at: <http://restore.la.gov/>.



Appendix A: Temporary Housing Assistance Application

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS

10



Temporary Housing Assistance Application

1. Applicant Information

Restore Louisiana Account ID:	
Applicant Name:	Co-Applicant:
Applicant Contact Phone #:	Alternate Phone #:
Email Address:	
Damaged Home Address:	
Number of Household Members:	

Construction Type: ☐ RECONSTRUCTION ☐ REHABILITATION ☐ MHU

FEMA MHU: ☐ YES ☐ NO

Type of Housing Requested: ☐ HOTEL (less than 90 days) ☐ RENTAL (greater than 90 days)

**Special needs request may warrant a rental accommodation even if less than 90 days*

2. Household Information

A. Number of Household Occupants Requiring Temporary Housing

NAME	AGE	SEX	RELATIONSHIP	DISABILITY (Y/N)

B. Pet(s) ☐ YES ☐ NO

Number: _____ Type: _____ Size: _____

3. Housing Request Information

Requested date to move into temporary housing: _____

House completion date or house habitability (move-in) date: _____

Estimated % completion of repair or reconstruction work on your home: _____ %

4. Prior Rental Assistance

Have you received Rental Assistance from FEMA, non-profit or other sources? ☐ YES ☐ NO

TEMPORARY HOUSING ASSISTANCE APPLICATION

1



If yes, have you fully expended all prior rental assistance?

☐ YES ☐ NO

Explain: _____

5. Household Income

Has your household income (your income and any adult over 18 years of age in your household)

changed since your Restore Application? If yes, fill out the table below.

☐ YES ☐ NO

(Please list income received for each household member, providing additional information/documentation as needed.)

SOURCE	WHO RECEIVES (Name)	AMOUNT	HOW OFTEN
Supplemental Security Income (SSI)			
Social Security Disability Income (SSDI)			
Social Security			
Temporary Aid to Needy Families (TANF)			
Child Support			
Veteran's Benefits			
Employment Income			
Unemployment Benefits			
Pension			
SNAP Benefits (Food Stamps)			
Other (please specify source)			
TOTAL MONTHLY INCOME		\$	

****NOTE:** Income verification **MUST** be provided at Grant Execution

6. Final FEMA Mobile Home Unit (MHU) Inspection

A. Have you received a final inspection of your FEMA MHU by FEMA?

☐ YES ☐ NO

B. Date Inspection Completed or Inspection Scheduled: _____

7. Application Submittal

Applicant Signature _____ Date _____ ☐ Completed by case manager
(*Signature to be obtained at Grant Signing)

SUBMISSION INSTRUCTIONS - Please email this completed application and any supporting documents to THAProgram@restore-la.org as soon as possible.

Please Note: If you choose to participate in temporary housing, you will need to complete a temporary housing application and sign your temporary housing grant agreement. You will also be required to work with the Restore Program to demonstrate progress in completing the repairs to your home per the outlined project schedule.

TEMPORARY HOUSING ASSISTANCE APPLICATION

2

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS

12



Appendix B: Temporary Housing Assistance Grant Agreement

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS

13



**STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA: INTERIM HOUSING ASSISTANCE PROGRAM**

TEMPORARY HOUSING ASSISTANCE GRANT AGREEMENT

APPLICANT INFORMATION:	
Restore LA Account ID	
Applicant Name	
Co-Applicant Name (if applicable)	
Damaged Home Address, City, Parish, State, Zip Code ("Damaged Home")	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
AWARD INFORMATION	
Claimed Flood Event	
Restore LA Program Solution	
Temporary Housing Placement Determination: <i>Hotel or Rental Unit</i>	
Maximum Temporary Housing Grant Amount* (See <i>AWARD CALCULATION</i> , below).	
<p>RECEIPT OF PROGRAM DOCUMENTATION: By execution of this Agreement, Applicant(s) represents that Applicant(s) meets the eligibility criteria for this assistance, and confirms that the information provided, and the representations, warranties, consents and agreements contained in the following documentation are true and correct as of the date hereof:</p> <ul style="list-style-type: none"> • Application for Temporary Housing Assistance • Restore Louisiana Homeowner Program information • Temporary Housing Assistance Income Self Attestation Form or Zero Income Certification Form 4506 T – Tax Return Authorization Form, if applicable. 	
<p>PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to confirm the terms and conditions related to Applicant(s) receipt of assistance for temporary housing resulting from unmet</p>	



housing needs during the time that the Damaged Home is uninhabitable during repair or reconstruction as a result of the flood events of March and August of 2016 (the "Floods").

To receive temporary housing assistance, the Applicant must have closed on a Restore Louisiana Solution 1 or Solution 2 grant and be actively and diligently pursuing completion of the repair or reconstruction. **The temporary housing assistance may be discontinued by the State** if the Applicant fails to fulfill any obligations of the Restore Louisiana Program under the Solution 1, 2 and/or 3 grant agreement, as applicable, or as provided in this Agreement.

Funding for this grant comes from the Community Development Block Grant ("CDBG") program administered through the U.S. Department of Housing and Urban Development. CDBG funds have been allocated to the State of Louisiana's Office of Community Development ("OCD") for its **Interim Housing Assistance Program ("Program")** under the Restore Louisiana Homeowner Assistance Program.

Applicant(s) acknowledge access to, and opportunity to review, the Restore Louisiana Temporary Housing Assistance Guidelines ("Guidelines") on the Restore.La.gov website or upon request from the Restore program. The Guidelines, as may be amended, are incorporated herein by reference. Applicant(s) are bound by all terms and conditions contained in the Guidelines as if they are fully stated in this Agreement.

AWARD CALCULATION: The calculation of Grant Amount is detailed in Exhibit A to this Agreement. This amount is based on the current projected completion date. This is the MAXIMUM amount that will be paid on Applicant's behalf for temporary housing. If the actual cost is less, only the actual cost will be paid. The Grant Amount is subject to adjustment based on any other housing assistance provided to or on behalf of the Applicant for housing during any or all of the periods for which the OCD provides assistance under this Agreement ("Duplication of Benefits"). Any Duplication of Benefits can result in a reduction of the Grant Amount under this Agreement and the obligation to repay funds paid to or on behalf of the Applicant under this Agreement.

Applicant(s) are advised and agree that additional information may be required by the State to determine that the Grant Amount was properly calculated. Applicant will provide the documentation to the State if requested. The applicant is subject to audit and future review of documentation that substantiates information provided in the application. The audit may be performed by the State or its representatives or agents, HUD, HUD OIG, and/or the Louisiana Legislative Auditor at any point in time. If applicants are audited after the Grant Agreement Execution, failure to provide information that substantiates information provided in the application may result in recapture of the grant award. Furthermore, homeowners that receive a refundable deposit are required to issue the refund to the Office of Community Development. Failure to return a refunded deposit to the Office of Community Development may result in recapture of funds in the amount of the deposit.

PROHIBITION AGAINST DUPLICATION OF BENEFITS: Any funds already received by the Applicant(s) for rental housing assistance for the same time periods provided under this Agreement must be fully expended by Applicant prior to being provided assistance under this Agreement. By accepting the calculation in Exhibit A, Applicant certifies that any previous rental assistance has been fully expended or is set forth in the Grant Amount calculation on Exhibit A. If either of statements is not correct, Applicant is responsible for payment to OCD the amount expended by OCD under this Agreement which would not have been paid if the duplicative benefit had been deducted from the Grant Amount.



<p>Applicant further must report any duplicative benefit received by Applicant or paid on behalf of Applicant after the date of this Agreement, which can also result in a reduction of the Grant Amount and a payment by Applicant to OCD of the amount of duplicative benefits.</p>
<p>DISBURSEMENT OF FUNDS: All funds will be paid by the State's Program Management Contractor to the Temporary Housing Provider (i.e. hotel or rental landlord), identified on the rental, lease or hotel contract reviewed and approved by Program, in accordance with the Program policies and procedures. Applicant(s) will not receive any disbursement of Program funds directly.</p> <p>Applicant acknowledges that OCD is not directly providing the housing and is not responsible or liable for any aspect of the premises in which the Applicant(s) is housed. It is agreed that neither this Agreement nor payment made directly to housing providers creates any rights in favor of any third parties, including but not limited to any hotel or rental landlord, and that the State cannot be held liable in relation to any damages in relation to or arising from Applicant's housing or tenancy.</p>
<p>CONSENT TO ELECTRONIC TRANSACTION: Applicant(s) acknowledge that electronic records are being collected, maintained, stored and utilized for the Program and that automated agents have been used to determine identification and eligibility for the Program. Applicant(s) consent to the use of electronic records in accordance with the State's security policy and procedure for such records. In order to verify the applicant(s)' identity and eligibility for the Program, the State requires that certain personal information be provided to the State. By accepting the Grant Amount, applicant(s) authorize the State to store and use the information provided by applicant(s) for such purposes, including information from third party reports needed to process the Application and Grant Amount.</p>
<p>SEVERABILITY: This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana. Any provision of this Agreement found to be prohibited by law or unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other documents referenced herein. This Agreement, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Time is of the essence. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein. This Agreement supersedes all oral agreements or statements between the applicant(s), and the State, its agents, contractors and subcontractors. No handwritten amendments to this Agreement shall be permitted.</p>
<p>NOTICE: Applicant(s) must notify the State if any of the information contained in the application or this Agreement becomes incomplete or incorrect at any time prior to final disbursement of the Grant Amount and completion of the rehabilitation or reconstruction of the Damaged Home. To update any information, applicant(s) may either contact his and/or her case manager or enter such new information in the web portal.</p>
<p>LIABILITY/APPEALS: Applicant(s) agree not to hold the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors liable for any act or failure to act relating to this Grant. If applicant(s) attempt to take legal action arising from the grant against the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors, such entity will have the right to recover from applicant(s) the attorneys' fees and other expenses incurred in connection with such</p>



action. Applicant(s) further agree to indemnify and hold harmless the State of Louisiana, United States or any other branch or agency of the state or federal government from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims), brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from the Temporary Housing Assistance.

Applicant(s) acknowledge and agree that they have had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to their application, and at the time applicant(s) execute this Agreement, he and/or she waive any future right to appeal the determinations of eligibility, award amount, and funding requirements. From and after the date of this Agreement, all decisions by OCD or its designee are final non-appealable determinations of benefits under the Program.

FRAUD ACKNOWLEDGEMENT: Applicant(s) assert, certify and reaffirm under penalty of perjury that all information in the application and documents executed on the Grant Agreement Execution Date are true to the best of his and/or her knowledge and applicant(s) acknowledge that such have been relied on by OCD and the Program Management Contractor to provide housing assistance. Applicant(s) acknowledge that applicant(s) may be prosecuted by Federal, State and/or local authorities in the event that applicant(s) make or file false, misleading and/or incomplete statements and/or documents. Applicant(s) agree to repay all of the Grant Amount in the event applicant(s) make or file false, misleading and/or incomplete statements and/or documents.

REPRESENTATIONS CONTINUING: Applicant(s) acknowledge and agree that all of his and/or her representations and information contained in the application remain true and complete as of the date of this Agreement. The Damaged Home has not been transferred or sold after the date of the application. Applicant(s) further certify that he and/or she have not received notice of any default, seizure, or foreclosure of any lien on the Damaged Home.

PARTICIPATION RESPONSIBILITIES: Applicant agrees to the following clauses as a condition of receiving Temporary Housing Assistance:

- **OCCUPANT/TENANT CONDUCT:** Applicant agrees not to cause or allow on the premises any excessive noise or other activity which disturbs the peace and quiet enjoyment of neighbors or other tenants. The applicant also agrees not to commit any acts of violence against program staff, landlord or neighbors.
- **BUILDING RULES:** Applicant agrees to follow the terms and conditions of the Lease or Occupancy Agreement between the Property/Landlord and Occupant. Applicant also agrees to abide by all building rules and guidelines set by manager/owner of the building.
- **CONTINUING ASSISTANCE:** Applicant agrees that they have full intention to complete the repair or reconstruction under Restore LA-funded program and will remain in communication with the Restore program in order to not put the temporary housing funds at risk. Failure to respond and/or comply with program policies and guidelines and/or achieve construction progress as agreed to under the grant terms may result in termination of the THA grant.
- **MOVING:** Applicant is responsible for their moving expenses into and out of temporary housing.
- **CHANGE IN CIRCUMSTANCES NOTIFICATION:** Applicant will notify the program immediately if their situation changes that affects their location or timing in the approved temporary housing.

17

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS



<p>➤ TENANCY: Applicant certifies that he and/or she will not submit a lease where either are full/partial owners of any entity that may own the rental property in which they are seeking to receive rental assistance through HAP</p>	
<p>ENFORCEMENT/VENUE/CHOICE OF LAW: Applicant(s) may be required to remit to the State all Grant Funds in the event that applicant(s) do not comply with terms of this Agreement and the Guidelines of the Program. This Agreement shall be enforceable, at law or in equity, by the State of Louisiana or the United States of America. Any and all legal action arising under, relating to, or concerning the provisions hereof of this Grant Agreement shall be brought, solely heard, and determined in the venue of the 19th Judicial District Court for the Parish of East Baton Rouge and shall be governed by Louisiana law. The parties expressly agree to WAIVE trial by jury.</p>	
<p>SIGNATURES AND ACKNOWLEDGEMENT: (*Only one required)</p>	
<p>APPLICANT:</p>	<p>CO-APPLICANT:</p>
<p>DATE:</p>	<p>DATE:</p>



EXHIBIT A - CALCULATION OF GRANT AMOUNT

Restore Account ID #: _____	
TEMPORARY HOUSING ASSISTANCE AWARD CALCULATION DETAILS	
Projected Move-IN Date	
Projected Move-OUT Date (construction completion)	
Total Number of Days (Hotel)/Months (Rental) for Temporary Housing	
Parish of Lodging Location	
Maximum Temporary Housing Award Subtotal (*Ref: Program Calculator)	
(-) Enter Duplication of Benefits (if applicable)	
(+) Enter Pet Deposit Amount (if applicable)	
(+) Damage and/or Initial Deposit (if applicable)	
TOTAL MAXIMUM TEMPORARY HOUSING GRANT AWARD	



Appendix C: Homeowner Forms

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS

20



Notice of Construction Delay

Notification of Construction Delay

Interim Housing Assistance Program – Temporary Housing Assistance

Homeowner Notification of Delay Due to Event(s) Resulting in Work Stoppage

The completed form must be submitted within 72 hours of delay causing event via email to: THAProgram@restore-la.org.

HOMEOWNER NAME/ACCOUNT ID	DATE EVENT OCCURRED	
ESTIMATED DELAY TIME		
Number of Calendar Days: _____		
DELAY REASON		
<i>Mark "X" next to applicable reason below and provide details below:</i>		
<input type="checkbox"/> General Permitting	<input type="checkbox"/> Structural Assessment	
<input type="checkbox"/> Change Order Requested	<input type="checkbox"/> Other: <i>(Must provide details below)</i>	
<input type="checkbox"/> Uncontrollable Delay <i>(i.e. Act of God, Material Shortages, Theft)</i>		
 <i>Explain reason for construction delay below (required):</i>		
HOMEOWNER SIGNATURE _____	DATE SIGNED _____	
PRINT NAME _____	CONTRACTOR COMPANY NAME _____	
<i>Completed by RLHP Staff Only:</i>		
SIGNATURE _____	TITLE _____	DATE DELAY APPROVED _____
PRINT NAME _____	PRINT COMPANY NAME _____	
SIGNATURE _____	TITLE _____	DATE DELAY RELEASED _____
PRINT NAME _____	PRINT COMPANY NAME _____	

Initial 4.16.19



Extension Request Form



Active Grantee Name:
Account ID:
Damaged Residence Address:

TEMPORARY HOUSING ASSISTANCE EXTENSION FORM

I, _____, am filing an extension for my temporary housing arrangement because my home will not be completed at the anticipated date. I understand that I should make every effort to complete this form within 72 hours of delay causing event.

Please select ONE of the below options.

- ☐ I am a Solution 1 (Program Managed Construction) Participant.
If you are a Solution 1 Participant, your assigned state contractor will be contacted to supply more information concerning your construction delay.
- ☐ I am a Solution 2 (Homeowner Managed Construction) Participant.
If you are a Solution 2 Participant, you MUST complete the attached Notification of Construction Delay Form. If you do not complete this form, you will not be eligible for a housing extension.

Please initial EACH item below.

- ☐ I acknowledge that my request for an extension of temporary housing has been submitted as soon as possible after the delay causing event AND must be approved by the Temporary Housing Assistance Program.
- ☐ I acknowledge that my extension will not exceed _____ days from the date of approval.
- ☐ I understand that if I need an extension for more than _____ days, I will need to fill out another Temporary Housing Assistance Extension Form for approval after the extension has lapsed.

Solution 2 Participants: It is REQUIRED that you submit the Notification of Construction Delay Form if the request is construction related.

Homeowner Signature _____	_____ Date
Approval Signature _____	_____ Date

Please submit this form within 72 hours of the delay causing event via email to:
THAProgram@restore-la.org



Appendix D: Homeowner Notices

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS

23



5-Day Warning of Termination of Assistance



Date:

Account ID:

{Active Grantee Name}
{Active Grantee Mailing Address}
{City, State Zip Code}

Dear Homeowner:

Thank you for your interest in the Restore Louisiana Homeowner Assistance Program. We have attempted to contact you via phone on three prior occasions to notify you that we currently cannot move forward with your application as additional documentation or access to your property is required and/or your home has failed the most recent progress inspection.

We must hear from you within the next **five (5) days** or you will no longer be eligible to receive temporary housing assistance. At that time, you will be responsible for finding your temporary housing.

Please contact your Restore Louisiana Case Manager or call 866-735-2001 to speak with a program representative as soon as possible.

Sincerely,

The Restore Louisiana Homeowner Assistance Program

RESTORE.LA.GOV | 866.735.2001



10-Day Notice of Termination of Assistance



Date:

Account ID:

{Active Grantee Name}
{Active Grantee Mailing Address}
{City, State Zip Code}

Dear Homeowner:

Thank you for your interest in the Restore Louisiana Homeowner Assistance Program. You are receiving this notification because you are no longer eligible for the Temporary Housing Assistance Program. We have attempted to contact you via phone and by mail to notify you that we currently cannot move forward with your application as additional documentation or access to your property is required and/or your home has failed the most recent progress inspection.

Funding for your temporary housing will stop on DATE. You are responsible for finding your temporary housing arrangements after that date.

If you feel you have received this message in error, please contact your Restore Louisiana Case Manager or call 866-735-2001 to speak with a program representative as soon as possible.

Sincerely,

The Restore Louisiana Homeowner Assistance Program

RESTORE.LA.GOV | 866.735.2001

Appendix K: Flood Insurance Assistance Policy



Revision History

Revision Number	Revision Description	Release Date
1	Initial Version	7/18/2019
1.1	Version 1.1 <ul style="list-style-type: none"> Updated Appendix A: Flood Insurance Assistance Application 	7/23/2019
1.2	Version 1.2 <ul style="list-style-type: none"> Updated eligibility criteria under Sec. (A). An active grantee is considered to have a hardship if his or her housing payment (rent or mortgage) equals or exceeds thirty percent (30%) of his or her monthly take-home pay, or the insurance premium is more than fifteen percent (15%) of the active grantee's adjusted gross income or as otherwise determined by the Program. page 4 	8/8/2019
1.3	Version 1.3 <ul style="list-style-type: none"> Updated Sec. B to state that in the event that an eligible grantee has not purchased flood insurance and grant funds are available for reimbursement, the grantee may choose to have the flood insurance purchased from the reimbursement proceeds or purchase the policy themselves. Grant funds will not be issued to the eligible grantee until the file is compliant with the proof of required flood insurance in the file. This section previously stated that in the event that an active grantee received an SBA loan that has not been fully disbursed, OCD-DRU may use such undisbursed funds to purchase the insurance coverage granted hereunder prior to any such funds being issued to the active grantee. page 7 	8/22/2019
1.4	Version 1.4 <ul style="list-style-type: none"> Updated mailing address in Sec. C. page 7 	5/28/2020

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS



RLHP supports Fair Housing/Equal Employment Opportunity/ADA Accessibility

Contents

Background:	3
Program Summary: RLHP Flood Insurance Assistance (FIA) Program	3
A. Eligibility and Criteria for Selection:	4
B. Type of Flood Insurance Assistance and Maximum Award Determination:	5
C. FIA Application and Requirements of Assistance:	7
D. Insurance Provider Selection and Declaration of Coverage Submission:	8
E. Payment Issuance:	8
F. Return of FIA Funds/Sold Home:	8
G. Financial Counseling Services	9
H. Questions	9
Appendix A: Flood Insurance Assistance Application	10
Appendix B: Flood Insurance Assistance Grant Agreement	14
FLOOD INSURANCE ASSISTANCE GRANT AGREEMENT	15
Appendix C: Homeowner Forms	21
Acknowledgment of Financial Counseling and Flood Insurance Assistance	22
Acknowledgment of Return of Funds Due to Sold Home	23

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS

ii



Background:

As of submittal of the State's Action Plan Amendment #11 (March 20, 2019)¹, although there are less than 150 active grantees awaiting Program eligibility determination, many homeowners in various stages after eligibility determination are struggling to complete their repairs or reconstruction and Program closeout. Currently, there are approximately 200 Program participants whose barrier to closeout is the acquisition of sufficient flood insurance coverage. This number may increase as other lower income active grantees approach the final stages of recovery.

In order to help the nearly 95% of those known Program participants with difficulty in meeting the flood insurance requirements, whose households are at or below 120% area median income, the Restore Louisiana Homeowner Assistance Program (RLHP) will provide assistance for one year of flood insurance premium as part of the RLHP grant.

Additionally, the State has identified a need for financial counseling and case management support for households living in the Special Flood Hazard Area (SFHA) who are approved for this additional grant. The RLHP will educate active grantees about the risks of living in the SFHA and the consequences of failing to maintain flood insurance in the future, including ineligibility for future federal repair assistance.

Program Summary: RLHP Flood Insurance Assistance (FIA) Program

In line with the federal Stafford Act and related laws, the RLHP requires that homeowners assisted with CDBG-DR funds under RLHP who are in a Special Flood Hazard Area (SFHA) obtain and maintain flood insurance to ensure that CDBG-DR assisted properties are protected from future disasters. Through implementation, the RLHP has found that in some cases, especially among low-to-moderate income and moderate income (up to 120% AMI) households, the initial payment of the flood insurance premium can be an obstacle. The repair or reconstruction of these households with RLHP grant funds triggered the flood insurance requirement for all households living in the Special Flood Hazard Area, which may not have been required of certain property owners prior to the 2016 flooding events. This new or increased level of flood insurance coverage has posed a burden for many homeowners and is preventing them from accepting their grant or from achieving Program closeout.

To protect the CDBG-DR investment and enable serving the state's most vulnerable RLHP active grantees, the RLHP may provide LMI households and households up to 120% AMI with assistance in obtaining their initial-required flood insurance. This assistance will cover the costs of flood insurance premiums for properties covered by the Flood Disaster Protection Act of 1973, as amended, pursuant to 24 CFR 570.605.

The one-year term flood insurance premium will be calculated as a supplement to the eligible homeowner's RLHP grant, based on a Program-evaluated quote, and will be paid on behalf of the homeowner directly to the insurance provider. This one-time payment will enable homeowners to start building capacity to retain coverage in perpetuity.

¹ APA 11 approved on June 3, 2019



Under FIA, the Program provides financial counseling and other homeowner capacity building efforts to foster understanding of the need and process for budgeting for flood insurance premiums in perpetuity.

Throughout the implementation of the RLHP, the State has issued flyers and repeated communication advisories reminding homeowners of their responsibility to maintain flood insurance on properties located in the Special Flood Hazard Areas where federal assistance was received. The State will continue to remind all property owners receiving disaster assistance of the requirement to purchase flood insurance, as well as the statutory responsibility to provide written notification to any transferee of the requirement to obtain and maintain flood insurance in perpetuity on the property. The active grantee should also retain a copy of the written notification in the documents evidencing the transfer of the property; the transferring owner may be liable if he or she fails to do so.

A. Eligibility and Criteria for Selection:

The FIA Program is available to active grantees that can demonstrate a hardship in paying the cost of flood insurance as required by the RLHP. An active grantee is considered to have a hardship if his or her housing payment (rent or mortgage) equals or exceeds thirty percent (30%) of his or her monthly home pay, or the insurance premium is more than fifteen percent (15%) of the active grantee's adjusted gross income or as otherwise determined by the Program.

Additional eligibility requirements are as follows:

- Homeowner must be eligible recipient of CDBG-DR grant funds in the Restore Louisiana Homeowner Assistance Program (RLHP); and
- Homeowner must be ready to close on their RLHP repair/reconstruction grant under the Restore Louisiana Homeowner Assistance Program (RLHP) or have closed successfully on their grant but have not reached final closeout; and
- Homeowner must be determined under the RLHP as meeting the LMI national objective, or up to 120% AMI, to meet the urgent need national objective of those who do not have the adequate level of flood insurance necessary for Program closeout; and
- Homeowner must sign their RLHP Grant Agreement for the Flood Insurance Assistance (FIA), committing to completing the eligible repair activities outlined in an inspection report and identified on the Estimated Cost to Repair (ECR) report; and
- Homeowner must be in a SFHA and an NFIP-participating community; and
- Homeowner must either have no flood insurance or inadequate flood insurance and no means to acquire or increase flood insurance coverage, as applicable. FIA is not a reimbursement for flood insurance already purchased or for payments already made on a flood insurance policy.

FIA is not a duplication of benefits to housing rehabilitation, repair, or reconstruction funds, as it constitutes a separate and distinct eligible activity. However, to maintain efficiency, and since Flood Insurance Assistance is limited to RLHP active grantees (homeowners who accept their RLHP grant award), the Program will use documentation and determinations that already exist within RLHP, such as ownership, occupancy and LMI status.



B. Type of Flood Insurance Assistance and Maximum Award

Determination:

RLHP Flood Insurance Assistance (FIA) is dependent on the homeowner's needs, which will be identified and confirmed through working with RLHP case managers to determine the best and most reasonable option for active RLHP homeowners.

1. RLHP Program Requirement

Active grantees located in a Special Flood Hazard Area (SFHA) are required by the terms in their RLHP grant agreement to provide proof of sufficient flood insurance coverage to receive a RLHP grant. Active grantees are required to maintain flood insurance in the amount of the lesser of: (i) the full insurable value of the structure as determined by the applicable property insurer, or (ii) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program. For the purposes of this program, **the full insurable value of the structure to satisfy the flood insurance requirement is equal to or greater than the Program's final total project cost at grant closing/execution for the active grantee.**

Active grantees who have not provided evidence of sufficient flood insurance as required by the Department of Housing and Urban Development (HUD) and RLHP policy will not be able to execute their repair and/or reimbursement grant, or receive final funding if not provided prior to the final inspection of a reconstruction project or MHU purchase installation. In cases where an RLHP homeowner is a post-closing repair and has not provided sufficient insurance evidence, the FIA can be applied but must occur before grant closeout.

2. Flood Insurance Coverage

Flood insurance is a type of insurance that protects a home and its contents from damage due to seasonal flooding. The primary provider of flood insurance coverage is through the **National Flood Insurance Program (NFIP)**, a public entity run by FEMA (while there is private flood insurance coverage outside of NFIP, it is not eligible under this FIA program).

The federal flood insurance coverage under NFIP is capped at \$350,000.00, comprised of \$250,000.00 for dwelling and \$100,000.00 for personal possessions or contents. FEMA provides detailed information on NFIP coverages, the benefits of flood insurance, the risks and the associated costs on its information site at: <https://www.floodsmart.gov/>

Generally, items and expenses not covered under NFIP include:

- Anything outside the home (swimming pool, landscaping, septic systems)
- Cars and most other vehicles
- Currency and precious metals
- Living expenses or loss of use
- Loss of business revenue
- Any personal property in a basement

Additionally, causes of damage not covered include:

- Moisture, mildew or mold that could have been avoided



- Damage caused by earth movement

3. Flood Insurance Cost

For those in high-risk areas, referred to as Special Flood Hazard Areas (SFHA), the cost of coverage depends on the home's size, construction, location, and the selected deductible. According to FEMA, the average flood insurance policy costs approximately \$700.00 per year and can vary, depending on the home's elevation height. The average price of NFIP Flood Insurance in Louisiana² is \$726.00 per year, though cost varies based on the home's location and other factors. NFIP flood insurance is calculated using a formula set by FEMA, so any company selling an NFIP flood policy will provide the same price. The following sites list the Average Annual Premiums and Average Annual Coverage Amounts across cities in Louisiana for reference: <https://www.valuepenguin.com/flood-insurance/louisiana#cost>.

If the home is in a high-risk area, the premium is likely to be tailored to the specific property. According to FEMA, there are many variables that determine pricing, including the age and construction of the home, its proximity to water, the elevation of the house, and the home's value. These rates also consider the height of the lowest level in the house. As with other types of insurance, rates are affected by the dollar amount of coverage selected as well as the chosen deductible; a higher deductible will lead to a lower premium and vice versa. The minimum deductible for flood insurance is \$1,000.00, and the maximum deductible is \$10,000.00.

There are several public websites that provide a guide to calculating the estimated flood insurance rate based on the factors of a specific home. Some suggested sites for further information on insurance cost, coverage, and restrictions include:

- <https://www.insurance.com/home-and-renters-insurance/natural-disasters/flood-insurance.html>
- <https://www.idi.la.gov/consumers/insurance-type/flood> (Louisiana Department of Insurance)
- <https://msc.fema.gov/portal/home> (FEMA site for home flood zone mapping)
- <http://floodtools.com/home.aspx> (A commercial site, to view property on a flood map and receive detailed estimates of premiums)

4. RLHP FIA Maximum Award Determination

The FIA grant is calculated to meet the required level of flood insurance under the RLHP that meet the terms of the CDBG-DR funds. The FIA will pay for basic flood insurance coverage provided under NFIP, as eligible for participating communities. The homeowner must obtain the minimum coverage of their repair/rebuilding project under the terms of their RLHP grant.

The FIA maximum grant award determination includes:

- One year of NFIP Building/Structure Flood Insurance coverage; and
- Minimum deductible level selection; and

² Estimates are according to the LA Department of Insurance at <https://www.idi.la.gov/consumers/insurance-type/flood> and on <https://www.valuepenguin.com/flood-insurance/louisiana#cost>, which lists Average Annual Premium and Average Annual Coverage Amount for Cities in Louisiana.



- Coverage amount specified under the RLHP grant terms. The homeowner must select the minimum tier or level of coverage to meet the requirement, which will be paid by FIA. The insurable value is based on the grant amount at the time of execution. Though it's recognized that rounding may occur at the time of the placement of the insurance, the coverage amount should not vary more than 5% of the Program-determined amount.

The FIA grant award determination does NOT include:

- **Contents coverage.** Coverage for contents or belongings within a structure is offered under NFIP but is not covered by the RLHP FIA grant. The homeowner may select to cover belongings or contents within a structure at their own cost and by separate policy coverage agreement and payment.
- Coverage amount in excess of the dollar value required under the RLHP grant (with 5% for reasonable rounding variance).
- Additional coverage selection or riders such as wind or other hazards.
- There is a 30-day waiting period for NFIP insurance coverage. Coverage is not available during that period.

Note: In the event that an eligible grantee has not purchased flood insurance and grant funds are available for reimbursement, the grantee may choose to have the flood insurance purchased from the reimbursement proceeds or purchase the policy themselves. Grant funds will not be issued to the eligible grantee until the file is compliant with the proof of required flood insurance in file.

C. FIA Application and Requirements of Assistance:

RLHP homeowners who meet the eligibility criteria and would like to apply for FIA must complete and submit an Application for Flood Insurance Assistance (**Appendix A**).

Applications may be submitted in one of the following ways:

- Via phone with a Case Manager
- Via email: FIAProgram@restore-la.org
- Via U.S. mail to Attention: FIA, 11100 Mead Road, Baton Rouge, LA 70816
- Via hand delivery at 11100 Mead Road, Baton Rouge, LA 70816

FIA is NOT a reimbursement program. Homeowners who have already purchased the necessary flood insurance to cover their obligation are not eligible for FIA. An application submitted for reimbursement will be denied.

Additionally, any funds already received by the homeowner for flood insurance assistance during overlapping time periods applied for under this program must be subtracted from the grant award determination as a **duplication of benefits** (DOB), unless proof that the policy was canceled or nullified prior to FIA program award is provided. At the time of Application, the homeowner must disclose to RLHP any previous flood insurance assistance from FEMA or other non-profit sources.

Furthermore, homeowners must report any duplicative benefit received or paid on behalf of homeowner after the date of the FIA Grant execution, which would result in re-payment by homeowner to OCD of the amount of duplicative benefits.



D. Insurance Provider Selection and Declaration of Coverage Submission:

Under FIA, the homeowner is required to contact a Louisiana licensed insurance agent to assist in defining the coverage level and providing a quote. The homeowner may need to submit proof of their home's elevation height to the insurance agent to obtain a detailed quote. Homeowners are allowed to select their preferred insurance carrier and obtain a quote reflective of the Program-required coverage, at a minimum.

National Flood Insurance Program (NFIP) policies can be purchased through thousands of insurance agents nationwide. Homeowners can locate insurance agents by contacting the NFIP Help Center at (800) 427-4661. Additionally, a list of NFIP-participating companies is available at https://www.fema.gov/who_company. Homeowners can also use the flood insurance locator tool to obtain providers' contact information at <https://www.floodsmart.gov/how/flood-insurance-provider>.

Since the price of NFIP-sponsored flood insurance is set by the federal government, the submitted quotes are determined as necessary and reasonable without requiring multiple quotes per home.

Homeowner Steps for Submitting an NFIP Flood Insurance Quote:

1. Complete the FIA Application and be notified of eligibility for the program.
2. Contact a qualified flood insurance provider and request a quote for the home address per the FIA stipulations outlined in section B.4.
3. Submit the detailed quote received from the flood insurance agent to RLHP at FIAProgram@restore-la.org (**note:** The quote must be an official statement from an agent, not a general quote obtained from a commercial on-line site).
4. Obtain approval from RLHP that the rate is acceptable and coverage is sufficient.
5. Execute the FIA Grant Agreement (**Appendix B**) and the RLHP Grant Agreement, if applicable, and acknowledge the financial counseling completion.

E. Payment Issuance:

FIA is paid directly to the insurance provider by the RLHP, on behalf of the homeowner. RLHP will maintain a copy of the paid receipt in the homeowner file. The homeowner will receive the Declaration of Coverage from the insurance company. The homeowner is required to submit a copy of the Declaration of Coverage page to RLHP within 45 days of FIA grant execution. Failure to provide a Declaration of Coverage within 45 days from the date of purchase will result in Recapture. The FIA grant and RLHP grant are both subject to Recapture per the grant agreement.

Note: It typically takes 30 days from the date of purchase of flood insurance for the policy to go into effect. The homeowner must confirm the effective date with the agent.

F. Return of FIA Funds/Sold Home:

FIA will pay the premium for one year of coverage for the eligible RLHP homeowner. These funds are considered a grant from the State. If coverage is canceled or suspended within the coverage year for any reason, or if the home is sold within the coverage year, the homeowner is obligated to return any funds related to the premium received from the insurance provider back to the State Office of Community Development Disaster Recovery Unit (OCD-DRU).



Homeowners should immediately contact RLHP at (866) 735-2001 if they sell their home or if the policy is cancelled within the year of coverage. The homeowner can also contact OCD-DRU directly at (225) 219-9600.

G. Financial Counseling Services

FIA assists RLHP homeowners in a Special Flood Hazard Area (SFHA) with obtaining and maintaining flood insurance coverage per federal requirements to protect their home and the federal investment made in their recovery from the Great Floods of 2016. This may be a new financial obligation for some disaster-impacted households, and it is critical that homeowners work toward a sustainable financial solution to maintain coverage and reduce the risk of impact of future disasters. The RLHP will provide financial counseling to impacted homeowners to foster understanding of the need and process for budgeting for flood insurance premiums in perpetuity.

While the RLHP has issued flood insurance flyers and repeated communication advisories reminding homeowners of their responsibility to maintain flood insurance on their property located in the Special Flood Hazard Area, targeted financial counseling will also be provided to those receiving FIA. At the time that the homeowner executes their FIA grant, they will receive counseling as follows:

- Flood insurance requirements;
- Insurance premium and deductible costs;
- Obligation to maintain insurance in the future;
- Ways to possibly reduce premiums if affordability is a concern based on their financial situation, and
- The statutory responsibility to provide written notification to any transferee of the requirement to obtain and maintain flood insurance. Such written notification should be maintained in the documents evidencing the transfer of the property, and that the transferring owner may be liable if he or she fails to do so.

The homeowner will be required to sign an Acknowledgement of Financial Counseling form at the time of FIA grant execution (see **Appendix C**).

H. Questions

FIA is administered under the RLHP. Questions can be directed to the Program at (866) 735-2001. FIA will be noted in the RLHP Homeowner Manual with a flyer and Application available on the Program website at: <http://restore.la.gov/>.



Appendix A: Flood Insurance Assistance Application

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS

10



Flood Insurance Assistance (FIA) Application

1. Applicant Information

Restore Account ID#:	
Applicant Name:	Co-Applicant:
Applicant Contact Phone #:	Alternate Phone #:
Email Address:	
Damaged Home Address:	

A. Home Type and Recovery Project

Construction Type: ☐ Reconstruction ☐ Rehabilitation/Repair
Mobile Home: ☐ Yes ☐ No

B. Status of RLHP

Homeowner has: ☐ Signed their RLHP grant ☐ Is in pre-closing for the RLHP grant

2. Applicant Attestations

A. Household Income

Has your household income (your income and any adult over 18 years of age in your household) changed since your Restore Application? ☐ Yes ☐ No
If Yes, please complete Section 4.

B. Insurance Requirement and Need

I am aware that my home is located in a Special Flood Hazard Area and that I must obtain and maintain flood insurance. ☐ Yes ☐ No

I have not yet purchased flood insurance and have a financial hardship in obtaining the required level of flood insurance. ☐ Yes ☐ No

3. Duplication of Benefits/Prior Flood Insurance Assistance

A. Have you received Flood Insurance Assistance from FEMA, non-profit or other sources?

☐ Yes ☐ No

B. If yes, please provide to RLHP the coverage letter to determine extent and duration of coverage. This will be uploaded with the FIA supporting documents and confirmed by the program that no DOB exists.

4. Elevation Certificate

A. Do you have a copy of the elevation certificate for your property?

☐ Yes ☐ No

B. If yes, please provide to RLHP a copy of your elevation certificate. This will be uploaded with the FIA supporting documents and confirmed by the program.

Flood Insurance Assistance Application



5. Household Income

*Complete only if answered Yes in Section 1 to a change in income.

INCOME

(Please list the amount of income received for each Household Member)

SOURCE	WHO RECEIVES	AMOUNT	HOW OFTEN
Supplemental Security Income (SSI)			
Social Security Disability Income (SSDI)			
Social Security			
Temporary Aid to Needy Families (TANF)			
Child Support			
Veteran's Benefits			
Employment Income (Please list information below)			
Unemployment Benefits			
Pension			
Food Stamps			
Other (please specify source)			
TOTAL MONTHLY INCOME		\$	

Flood Insurance Assistance Application



EXPENSES

SOURCE	WHO RECEIVES	AMOUNT	HOW OFTEN
Mortgage Payment			
Rental – Temporary Housing			
Installment Loans			
Revolving Credit Loans			
Student Loans			
Utilities			
Other			
TOTAL MONTHLY EXPENSES		\$	

Applicant Signature

Date

Flood Insurance Assistance Application

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS

13



Appendix B: Flood Insurance Assistance Grant Agreement

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS

14



STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT
RESTORE LOUISIANA: FLOOD INSURANCE ASSISTANCE PROGRAM

FLOOD INSURANCE ASSISTANCE GRANT AGREEMENT

ACTIVE GRANTEE INFORMATION:	
Restore LA Account ID	
Active grantee Name	
Co-Active grantee Name (if applicable)	
Damaged Home Address, City, Parish, State, Zip Code ("Damaged Home")	
Mailing Address, City, State, Zip Code	
Contact Telephone Number	
Email	
AWARD INFORMATION	
Claimed Flood Event	
Restore LA Program Solution	
Flood Insurance Assistance Grant Amount (See Exhibit A for Coverage Quote)	
<p>RECEIPT OF PROGRAM DOCUMENTATION: By execution of this Agreement, Active grantee(s) represents that Active grantee(s) meets the eligibility criteria for this assistance, and confirms that the information provided, and the representations, warranties, consents and agreements contained in the following documentation are true and correct as of the date hereof:</p> <ul style="list-style-type: none"> • Application for Flood Insurance Assistance <ul style="list-style-type: none"> • Flood Insurance Assistance Income Self Attestation Form or Zero Income Certification Form 4506 T – Tax Return Authorization Form, if applicable. 	
<p>PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to confirm the terms and conditions related to Active grantee(s) receipt of assistance for flood insurance resulting from unmet housing needs related to the repair or reconstruction as a result of the flood events of March and August of 2016 (the "Floods").</p> <p>To receive flood insurance assistance, the Active grantee must have closed on a Restore Louisiana Solution 1 or Solution 2 grant and be actively and diligently pursuing completion of the repair or reconstruction. <i>The flood insurance assistance may be repaid to the State</i> if the Active grantee fails to fulfill any obligations of the Restore Louisiana Program under the Solution 1, 2 and/or 3 grant.</p>	

15

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS



agreement, as applicable, or as provided in this Agreement. Further, any amounts returned to the active grantee as a result of a sale of the covered property during the term of the insurance policy must be returned to the State. Failure to do so may result in further action by the state to recoup the returned grant funds.

Funding for this grant comes from the Community Development Block Grant ("CDBG") program administered through the U.S. Department of Housing and Urban Development. CDBG funds have been allocated to the State of Louisiana's Office of Community Development ("OCD") for its **Flood Insurance Assistance Program ("Program")** under the Restore Louisiana Homeowner Assistance Program.

Active grantee(s) acknowledge access to, and opportunity to review, the Restore Louisiana Flood Insurance Assistance Guidelines ("Guidelines") on the Restore.La.gov website or upon request from the Restore program. The Guidelines, as may be amended, are incorporated herein by reference. Active grantee(s) are bound by all terms and conditions contained in the Guidelines as if they are fully stated in this Agreement.

AWARD CALCULATION: The calculation of Grant Amount is detailed in Exhibit A to this Agreement. This is the amount that will be paid on Active grantee's behalf for flood insurance coverage for one year. Active grantee(s) are advised and agree that additional information may be required by the State to determine that the Grant Amount was properly calculated. Active grantee will provide the documentation to the State if requested. The active grantee is subject to audit and future review of documentation that substantiates information provided in the application. The audit may be performed by the State or its representatives or agents, HUD, HUD OIG, and/or the Louisiana Legislative Auditor at any point in time. If active grantees are audited after the Grant Agreement Execution, failure to provide information that substantiates information provided in the application may result in recapture of the grant award. The Grant Amount is based on the Active Grantee's demonstration of hardship in paying the cost of flood insurance as required by the Restore Program. An Active Grantee is considered to have a hardship if his or her housing payment (rent or mortgage) equals or exceeds thirty percent (30%) of his or her monthly gross income, or the insurance premium is more than fifteen percent (15%) of the active grantee's discretionary income or as otherwise determined by the Program. By signing this Award Agreement, Active Grantee represents and warrants that the information contained on Exhibit A is true and correct and that Active Grantee meets the criteria set forth herein to qualify for a hardship. Active grantee agrees to maintain records to support his or her income and expenses for the year in which the Grant Amount is provided for no less than seven (7) years.

PROHIBITION AGAINST DUPLICATION OF BENEFITS: Any funds already received by the Active grantee(s) for flood insurance assistance for the same time periods provided under this Agreement must be subtracted from grant award or determined nullified prior to assistance provided under this Agreement. By accepting the calculation in Exhibit A, Active grantee certifies that any other flood insurance policies have been disclosed, cancelled, or nullified. If any of the statements are not correct, Active grantee is responsible for payment to OCD the amount expended by OCD under this Agreement which would not have been paid if the duplicative benefit had been deducted from the Grant Amount. Active grantee further must report any duplicative benefit received by Active grantee or paid on behalf of Active grantee after the date of this Agreement, which can also result in a reduction of the Grant Amount and a payment by Active grantee to OCD of the amount of duplicative benefits.



DISBURSEMENT OF FUNDS: All funds will be paid by the State's Program Management Contractor to the Flood Insurance Provider, identified on the flood insurance coverage Quote reviewed and approved by Program, in accordance with the Program policies and procedures. Active grantee(s) will not receive any disbursement of Program funds directly.

Active grantee acknowledges that OCD is not directly providing the insurance coverage and is not responsible or liable for any aspect of the Active grantee(s) insurance coverage. It is agreed that neither this Agreement nor payment made directly to insurance provider creates any rights in favor of any third parties.

In the event that an eligible grantee has not purchased flood insurance and grant funds are available for reimbursement, the grantee may choose to have the flood insurance purchased from the reimbursement proceeds or purchase the policy themselves. Grant funds will not be issued to the eligible grantee until the file is compliant with the proof of required flood insurance in file.

CONSENT TO ELECTRONIC TRANSACTION: Active grantee(s) acknowledge that electronic records are being collected, maintained, stored and utilized for the Program and that automated agents have been used to determine identification and eligibility for the Program. Active grantee(s) consent to the use of electronic records in accordance with the State's security policy and procedure for such records. In order to verify the active grantee(s)' identity and eligibility for the Program, the State requires that certain personal information be provided to the State. By accepting the Grant Amount, active grantee(s) authorize the State to store and use the information provided by active grantee(s) for such purposes, including information from third party reports needed to process the Application and Grant Amount.

SEVERABILITY: This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana. Any provision of this Agreement found to be prohibited by law or unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other documents referenced herein. This Agreement, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Time is of the essence. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein. This Agreement supersedes all oral agreements or statements between the active grantee(s), and the State, its agents, contractors and subcontractors. No handwritten amendments to this Agreement shall be permitted.

NOTICE: Active grantee(s) must notify the State if any of the information contained in the application or this Agreement becomes incomplete or incorrect at any time prior to final disbursement of the Grant Amount and completion of the rehabilitation or reconstruction of the Damaged Home. To update any information, active grantee(s) may either contact his and/or her case manager or enter such new information in the web portal or contact LA Office of Community Development (OCD).

LIABILITY/APPEALS: Active grantee(s) agree not to hold the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors liable for any act or failure to act relating to this Grant. If active grantee(s) attempt to take legal action arising from the grant against the State of Louisiana, United States or any other branch or agency of the state or federal government, or any of their contractors or subcontractors, such entity will have the



right to recover from active grantee(s) the attorneys' fees and other expenses incurred in connection with such action. Active grantee(s) further agree to indemnify and hold harmless the State of Louisiana, United States or any other branch or agency of the state or federal government from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and claims), brought by any person or entity, and caused by, related to, arising or purportedly arising out of, or from the Flood Insurance Assistance.

Active grantee(s) acknowledge and agree that they have had the opportunity to review and appeal the Grant Amount and all other appealable decisions related to their application, and at the time active grantee(s) execute this Agreement, he and/or she waive any future right to appeal the determinations of eligibility, award amount, and funding requirements. From and after the date of this Agreement, all decisions by OCD or its designee are final non-appealable determinations of benefits under the Program.

FRAUD ACKNOWLEDGEMENT: Active grantee(s) assert, certify and reaffirm under penalty of perjury that all information in the application and documents executed on the Grant Agreement Execution Date are true to the best of his and/or her knowledge and active grantee(s) acknowledge that such have been relied on by OCD and the Program Management Contractor to provide housing flood insurance assistance. Active grantee(s) acknowledge that active grantee(s) may be prosecuted by Federal, State and/or local authorities in the event that active grantee(s) make or file false, misleading and/or incomplete statements and/or documents. Active grantee(s) agree to repay all of the Grant Amount in the event active grantee(s) make or file false, misleading and/or incomplete statements and/or documents.

REPRESENTATIONS CONTINUING: Active grantee(s) acknowledge and agree that all of his and/or her representations and information contained in the application remain true and complete as of the date of this Agreement. The Damaged Home has not been transferred or sold after the date of the application. Active grantee(s) further certify that he and/or she have not received notice of any default, seizure, or foreclosure of any lien on the Damaged Home.

PARTICIPATION RESPONSIBILITIES: Active grantee agrees to the following clauses as a condition of receiving Flood Insurance Assistance:

- **DECLARATION OF COVERAGE SUBMITTAL:** Active grantee agrees to submit the final Declaration of Coverage within 45 days of grant agreement execution to the RLHP in order to confirm and be determined in compliance with FIA and RLHP.
- **CONTINUING ASSISTANCE:** Active grantee agrees that they have full intention to complete the repair or reconstruction under Restore LA-funded program (RLHP).

ENFORCEMENT/VENUE/CHOICE OF LAW: Active grantee(s) may be required to remit to the State all Grant Funds in the event that active grantee(s) do not comply with terms of this Agreement and the Guidelines of the Program. This Agreement shall be enforceable, at law or in equity, by the State of Louisiana or the United States of America. Any and all legal action arising under, relating to, or concerning the provisions hereof of this Grant Agreement shall be brought, solely heard, and determined in the venue of the 19th Judicial District Court for the Parish of East Baton Rouge and shall be governed by Louisiana law. The parties expressly agree to WAIVE trial by jury.



SIGNATURES AND ACKNOWLEDGEMENT: (*Only one required)	
ACTIVE GRANTEE:	CO-ACTIVE GRANTEE:
DATE:	DATE:

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS



EXHIBIT A - CALCULATION OF GRANT AMOUNT

Restore Account ID #: _____ Required Coverage Amount: _\$_____	
FLOOD INSURANCE ASSISTANCE AWARD CALCULATION DETAILS	
(DETAILS OF FLOOD INSURANCE QUOTE – COVERAGES AND DEDUCTIBLE AMOUNT – CONFIRM IT MEETS COVERAGE REQUIREMENT AT TIME OF RESTORE GRANT CLOSING, OR RECON/MH COMPLETION, AS APPLICABLE)	
Monthly Gross Income	
Monthly Expenses	
TOTAL FLOOD INSURANCE ASSISTANCE GRANT AWARD	



Appendix C: Homeowner Forms

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS

21



Acknowledgment of Financial Counseling and Flood Insurance Assistance



Applicant Name: _____

Account ID: _____

Damaged Residence Address: _____

ACKNOWLEDGMENT OF FINANCIAL COUNSELING AND FLOOD INSURANCE ASSISTANCE

I, _____, am receiving Flood Insurance Assistance (FIA) provided by the Restore Louisiana Homeowner Assistance Program (RLHAP) with a premium in the amount of \$0.00. I understand and acknowledge the following:

- _____ My flood insurance premium will be covered by FIA for one year, only.
- _____ In order to maintain the current flood insurance coverage in perpetuity after one year, I must be able to pay the premium in the amount of \$0.00.
- _____ An annual premium in the amount of \$0.00 means that I must budget \$0.00 per month.
- _____ I understand that failure to maintain flood insurance in perpetuity will make me ineligible for future disaster relief.

By initialing above and signing below, I acknowledge that a Program representative has provided financial counseling about the necessity of budgeting for flood insurance and the requirement to maintain flood insurance at the conclusion of FIA as well as the consequences if flood insurance is not maintained.

Signature _____

Date _____

Printed Name _____

Witness Signature _____

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS



Acknowledgment of Return of Funds Due to Sold Home



Applicant Name: _____

Account ID: _____

Damaged Residence Address: _____

ACKNOWLEDGMENT OF RETURN OF FUNDS DUE TO SOLD HOME

I, _____, understand that by receiving Flood Insurance Assistance (FIA) provided by the Restore Louisiana Homeowner Assistance Program (RLHAP), I must maintain ownership of my repaired/reconstructed home for the entire year of flood insurance premium coverage or my entire premium amount will be due back in full to the State of Louisiana.

I understand and acknowledge the following:

- _____ My flood insurance premium will be covered by FIA for one year, only.
- _____ I must maintain ownership of my home during this one-year timeframe. If I do not maintain ownership, I will be required to pay back my flood insurance premium coverage in its entirety.
- _____ If I choose to sell my home, I must inform the new homeowners in writing of the requirement to maintain flood insurance.

By initialing above and signing below, I acknowledge that a Program representative has explained my responsibility to return FIA funds if I choose to sell my home during the one-year of paid flood insurance coverage.

Signature

Date

Printed Name

Witness Signature

DOCUMENT SUBJECT TO FURTHER REVIEW AND REVISIONS



Appendix L: Solution 1 Construction Specifications

All requirements of the latest approved version of the Restore LA Homeowner Assistance Program Manual remain applicable.

Solution 1 Construction Specifications

Guidelines on Materials and Construction Methods

Contents

Section 1: Universal Construction Specifications

General Requirements

Section 2: Reconstruction Specific Requirements Pre-Construction Items and Scope Site Prep Foundation and Elevation Framing and Exterior Lighting Doors Interior Finishing Appliances Mechanical, Electrical, and Plumbing, ENERGY STAR Rater / Certification Americans with Disabilities Act (ADA) Requirements

Section 3: Miscellaneous Conditions

Rural Driveways & Gravel

Asbestos

Electrical Meter Access Post-Elevation

Theft or Vandalism

Acts of God

Wind Zone

Underground Electrical for New Construction

Post-Elevation Paint Repair

Elevation Related Repairs

Crown Molding with Ceiling Tiles

Mold Concerns

Elevations in Flood Zone X

Parish/Jurisdiction Elevation on Existing Structures

Section 4: Examples of Acceptable Materials

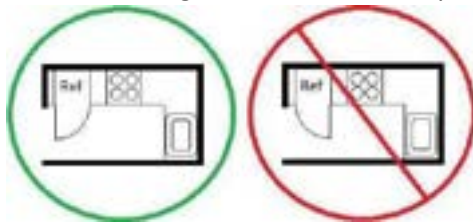
Section 1: Universal Construction Specifications

The purpose of this document is to outline all relevant specifications and guidelines for Solution 1 Construction Projects. This section is applicable to both repair and reconstruction projects. When the scope of work is derived from Xactimate, and the Xactimate item definition conflicts with the following standards, the more stringent standard will apply. Standard quality items are generally considered as 'off-the-shelf' type items. Program material standards are located at the following link: https://www.hud.gov/program_offices/administration/hudclips/bulletins/umbs

General Requirements

1. Workers Compensation and Liability Insurance.
2. Builders Risk Insurance.
3. Complete mobilization and demobilization from assigned site.
4. Site interior and exterior shall be neat and orderly at the conclusion of each work day.
5. All materials shall be properly protected from weather, theft, or vandalism.
6. All materials must be new and unused.
7. All manufacturer guidelines and installation instructions must be followed.
8. All specification sheets (appliances, mechanical utilities, hardware, etc.) will be placed into a binder and given to the Applicant no later than at the time of the Final Inspection.
9. Plumbing fixtures shall be metal bodied. Plastic fixtures are not allowable.
10. Electrical trim out shall be uniform in color.
11. Trim joints shall be mitered.
12. All framing will be #2 Yellow Pine.
13. All pier and beam houses will have insulation under the flooring
14. Windows will be vinyl, double-hung, low energy, ENERGY STAR certified, and shall include screens on operable panes.
15. Smooth transitions shall exist from ground surfaces to solid surfaces.
Example: gravel should be graded up to finished height of driveway.
16. All light fixtures will need to be LED or use LED bulbs to obtain ENERGY STAR certification, and shall include lamps recommended by light fixture manufacturer.
17. Exterior doors shall be metal insulated 6-panel style, painted with hardware and matching locksets.
18. Exterior doors will be equipped with pan flashing at the sill, with a dam on the ends and along the inside edge (rear leg).
19. Interior slab doors will match existing doors or be wooden, hollow core six-panel style painted with hardware.
20. Interior doors opening into room shall open towards the nearest perpendicular wall, with clear access to the light switch.

21. All door components will come from the same manufacturer (e.g. slabs, frames).
22. Bi-fold doors will match existing doors or be wooden, hollow core, 3-panel per slab painted with hardware.
23. Pocket doors shall have locking mechanism installed.
Drywall will be ½ inch, minimum level 3 finish with orange-peel texture on walls, 5/8 inch on ceilings. Water rock will be installed in bathrooms, kitchens and laundry rooms around plumbing rough ins, sinks / vanities, showers, and toilets.
24. Hard trim edges (e.g. window stool/sill) shall be rounded/softened.
25. Flooring will be FHA approved standard-grade carpet and padding in bedrooms only and standard-grade sheet vinyl throughout the remaining areas. Must allow color options on carpet, wood-look vinyl, and tile-look vinyl. Homeowner may elect sheet vinyl in any and all rooms. Floor transitions must be ADA compliant as required.
26. Kitchen cabinets will be standard grade, prefinished, base and wall with hardware.
27. Cabinet shelves shall be installed when cabinets are new.
28. Unless otherwise specified, all painted items shall have one coat of primer and two coats of finish paint.
29. Wiring shall not be left unsecured or exposed within the living space.
30. Bathroom vanity light fixtures and/or mirrors shall be installed center to the vanity or pedestal.
31. Refrigerator door should open away from the kitchen space.



32. Plug-in style CO detectors not allowable.

Section 2: Reconstruction Specific Requirements

The following items reference the RECON expectations and include approved materials, finishes, items, and tasks included in the “Turn Key” reconstruction price at \$108 per square foot of living area and documents / Certifications needed to receive payment. The following materials are approved base grade and will be the minimum requirements for successful completion. Materials may be exchanged for equivalent or better upon approval of Construction Management Contractor.

Pre-Construction Items and Scope

1. Survey, Benchmark Elevation, Plot plan / Layout, and Final Elevation Certificate. (Elevation must be two (2) feet above the Base Flood Elevation (BFE), two (2) feet above the Advisory Base Flood Elevation (ABFE), or the local jurisdiction requirement, whichever is greater. If not in a flood zone, to the municipal requirements.)
2. Materials Sales Tax
3. Demolition of existing structure, foundations, abandoned subsurface utilities beneath structure, driveway, walks, and any other damaged structure on the property that needs to be removed. i.e. storage shed, detached garages, including timely debris removal and legal disposal of removed debris. This includes demolition and proper disposal of homes with Lead- based paint and asbestos. With adherence to all EPA and LA. DEQ regulations.
4. Temporary power, water, and portable toilet. Including installation of temporary power pole, service for temporary water and the monthly charges associated, as well as the delivery of portable toilet, and maintenance of portable toilet until removal. A storage unit (POD) will be provided upon request by the homeowner.

5. Storage Pod and removal Site Prep Foundation and Elevation

1. All site prep including excavation, backfill, house pad, tree removal, site grading, topsoil, clay, and backfilling foundation.
2. Slab-on-grade foundation and footing locations including sizes will be dictated by the engineered foundation plan.
3. Grading under raised homes shall be such that water will flow away from the home.
4. Engineered foundation, including elevation up to three feet as required by municipality or program required elevation. Spot piers not allowable. Minimum elevation increase shall be two feet (2') and shall be achieved using pier-and-beam foundations. Concrete slab-on-grade on compacted soil pad will be acceptable only when no elevation is required. In the event Municipal ordinances and/or deed restrictions dictate the type of foundation that can be used and elevation is required, Contractor shall submit, for review and consent by OCD-DRU on an exception basis, a copy of ordinance or deed restrictions (i.e. subdivision covenants) mandating specific requirements, and non-pier-and-beam foundations shall not be included in the Scope of Work without OCD-DRU's written consent. All pier-and-beam foundations up to six (6) feet will be surrounded in vinyl lattice with hinged access gates. If the elevation goes beyond six feet (6'), lattice will not be used however the joist system

and insulation will be encased with minimum 1/2" thick CDX plywood. The columns, plywood, sills, and stairs will be painted.

5. Elevation greater than three feet (3') has to meet engineered design standards, but will be funded based on the approved Policy.
6. Up to 750 square feet of reinforced slab is included for driveways (5" minimum thickness) and sidewalks (4" minimum thickness). Sidewalks are to be provided to main entrance only. *See Section 3: Miscellaneous Conditions - Rural Driveways & Gravel for additional situational guidelines.

Framing and Exterior

1. Gutters shall be installed with flow directed away from home.
2. Roof will use 3/4 inch OSB Sheathing (Radiant Barrier if required to achieve Energy Star Certification), 3-Tab 25-year asphalt shingles on 15 lb. felt, with continuous shingle-over style ridge vents. Architectural shingles or wind-rated equivalent are able to be used for projects in designated 'wind zones'. No turbine vents. Gable end vents permissible if required by plans but vented soffits and continuous ridge vents must also be provided.
3. Painted wood fascia with vented vinyl or vented pre-finished metal soffit.
4. The front elevation will need to have either a brick or stucco accent wall. Preferably by the front door. Brick can be either be sealed or painted with lintel over doors and windows for stability. Stucco will need to be of metal lath construction with color options for the homeowner.
5. Exterior walls will be vinyl siding with house wrap and OSB sheathing (Foam Board under siding if required to achieve Energy Star Certification).
6. For exterior trim constructed of dimensional or engineered wood, all sides of the trim shall be primed, especially the end grain edges, and shall be at minimum two inches off of decks and roofs.
7. Carports and garages are included in the pricing as per the approved construction plans.
8. Porches are included as per the approved construction plans.
9. Sod will need to be placed in a minimum of three feet (3') from the exterior walls to encompass the drip edge for prevention of erosion to the foundation backfill.
10. Vinyl shutters will be installed at every window.
11. Steps and landing will be provided at every entry door per applicable building codes. Either wood framed or precast with elevated landings and railings. Railings will be equipped at landings or porches in excess of 24"

above adjacent grade. Porch columns, handrails, decking, and stairs will be primed and painted.

12. Insulation and air sealing will be completed in accordance with ENERGY STAR requirements.

Lighting

1. Exterior light fixtures by each exterior door. One on each side of the front door.
2. Ceiling fans in living room and bedrooms.
3. Fluorescent lights in the kitchen with one recessed light over kitchen sink.
4. Light, heat, vent combination and 3-light bar over each vanity sink in bathrooms.
5. Dining rooms and breakfast areas will have a hanging pendant light.
6. Dome style lights throughout the rest of the house.

Doors

1. All exterior door locksets shall be keyed alike, with unique key per each home.
2. All doors will have 2.5-inch door casing.
3. Attic access will be wooden, painted, pull-down disappearing folding stair and 2.5" door trim. Insulation jacket will be installed where required by municipality.
4. All doors will be a minimum of 32 inches wide for Age-in-Place as the minimum width for ADA compliance.

Interior Finishing

1. Base boards will be 2.25-inch paint grade MDF.
2. Shoe moulding will be ½ inch quarter round or ½ inch shoe moulding, paint grade pine.
3. Counter tops will be post-formed laminate with integral 4" backsplash.
4. Kitchen will have a double basin stainless sink with garbage disposal and metal bodied faucet with sprayer.
5. Bathroom vanity and cabinets will be prefinished (minimum of 3LF), with Cultured Marble vanity top; minimum of four (4) sf mirror per basin and 3-light bar per basin.
6. All vanity assembly components shall be centered to themselves. Pedestal sinks are not allowable.
7. Bathrooms will have a minimum of one 1 hand towel holder, one towel rod, and one toilet paper holder.
8. Tub/Shower valves shall be single-handled.

9. Tub-shower combinations or walk-in showers will be either a 1-piece fiberglass or fiberglass tub / base with cultured marble surround.
10. Sliding shower doors will be installed on all non-ADA tub/shower combos or walk in showers. Applicant may elect to have curtain rods and shower curtains on non-ADA tub/shower combos. Curtain rods and shower curtains will be installed on walk-in and roll-in showers along with tub/shower combos that have either grab bars and/or ADA seats.
11. Bedroom closets, and hall closets, if any, to have standard grade vinyl-coated steel wire closet rod and shelf.
12. Pantry and linen closets to have standard complement of painted wood shelving.

Appliances

1. All appliances will be ENERGY STAR certified. The kitchen appliance suite will be offered in the homeowner's choice of white or black.
2. Refrigerator – Amana ART348FFFW or approved equivalent.
3. Electric Range / Amana ACR4503SFW or approved equivalent.
4. Over Range Microwave Vent Hood Combo / Amana AMV2307PFW or approved equivalent. Range hood to be vented to exterior.
5. Dishwasher / Amana ADB1400AGW or approved equivalent.
6. Top Load Washer / Amana NTW4516FW or approved equivalent.
7. Electric Dryer Vented to the exterior / Amana NED4655EW or approved equivalent.

Mechanical, Electrical, and Plumbing

1. HVAC system will be ENERGY STAR certified with elevated exterior condenser pad (same level as foundation). Heat will be either electric heat or heat pump based on requirements to obtain ENERGY STAR certification. Drain pan at air-handler with float valve and overflow piped to exterior.
2. PEX plumbing system, complete with a minimum of two (2) outside freeze-proof spigots. 50-gallon water heater with drain pan piped to exterior. Standard plumbing fixtures throughout. All stub-outs shall be copper appropriately mounted to fixed blocking.
3. Complete 200-amp electrical system with a minimum of three (3) exterior outlets that are GFI protected (mandatory at exterior doors). All wet locations shall have their own respective GFI outlet, i.e. GFI breaker to service any wet locations is not allowable.
4. One of two methods for installing electric meter base will be used: standard meter base with line items for stairs and landing scoped per

Program guidelines, or a wireless meter base that does not require stairs or a landing to be constructed.

5. Where relocation of the underground electrical service is required due to direct burial not being allowed, the lowest of three appropriately scoped bids will be used as the cost for the relocation; photographic evidence of the direct burial wire will be provided with the change order, and photographic evidence of the conduit will be provided with the final documents.
6. Hard-wired smoke detectors, as required by applicable codes, shall be provided. Combination smoke and carbon monoxide detector required in common space/hallway (where gas-fueled appliances exist).
7. **ENERGY STAR Rater / Certification**
 1. Each home has to be ENERGY STAR certified. The cost to obtain the certification has been built in to the pricing.
 2. Comply with Green Building Standards as described in Federal Register (FR) 5989-N-01.
 3. ENERGY STAR rater's passing report must be presented and exist in eGrants.

Americans with Disabilities Act (ADA) Requirements

1. All ADA requirements will be built in as needed to meet program standards of reasonable accommodations.
2. All ADA and 504 requirements shall be identified and documented in eGrants prior to closing.
3. If the homeowner has any mobility issues, vinyl flooring will be installed throughout the home. Flooring transitions must be such that a wheelchair/mobility impaired person can easily maneuver throughout the home.
4. Walk in showers with seats will be installed for homeowners, as requested.
5. Clear floor areas, as required by applicable accessibility codes, shall be provided. Applicable accessibility codes also apply to the following: kitchen cabinets, outlets height, light switch height, door widths, toilet height, grab bars (include solid-wood blocking inside walls wherever grab bars are mounted), and ramps.
6. Ramps up to three (3) feet in height are included in the price of \$108. Anything above 3 feet will be evaluated with the elevation costs.
7. All bathrooms will be built with solid blocking in the walls for future needs for grab bars whether or not the Program is performing any other reasonable accommodations.

Section 3: Miscellaneous Conditions

Rural Driveways & Gravel

Solution 1 Reconstructions allow for 750sf of concrete driveways. (The Program has made accommodations for the fact that quite a few Solution 1 recons are in rural areas that have longer driveways or the municipal requirements either don't allow for gravel at all or require a certain amount of pavement at the road before gravel can be used.)

1. If the home is in a rural area that requires gravel, the concrete driveway will be replaced with up to two (2) loads of gravel. No change order will be needed and the replacement will be communicated with the applicant.
 - Approved to use 750sf concrete allowance in \$108 Recon pricing (\$4,500) as a cap for all rural ingress/egress allowance regardless of length of drive. No Change Order (CO) or Exceptions Panel (EP) approval required.
 - Pricing verified and \$4500 would cover the cost of a limestone/gravel driveway 12' wide x 250' long or 900 SF with 4" thickness.
 - Limestone is more durable and should be used as first choice.
 - If driveway exceeds cap, \$20/linear foot can be used beyond 250' and must be approved by EP only if driveway extends beyond the home.
 - If driveway is less than cap, a Deductive Change Order (DCO) is required based on \$4500 maximum driveway allowance.
2. If the home is in a rural area that requires gravel and the applicant has mobility issues as described by the ADA request form, a concrete parking pad, sidewalk to the ramp or concrete access to the lift will be required in addition to the gravel driveway. The gravel limits below should be applied to finish the driveway.
 - Approved to use the following in lieu of 750SF driveway allowance (up to \$4500) based on OCD limestone/gravel costs noted in item 1 above. (\$1500 for limestone to cover 12' width x 75' length x 4" depth with \$20/linear foot for every additional foot) as required by law.
 - Ramp/Lift parking/access pad area is limited to the following caps:
 - Standard minimum: 9'w x 20'd with 5' wide aisle;
\$1700 cap
 - Handicap equipped vans minimum: 12'w x 20'd with
5' wide aisle; \$2100 cap

- Per 8/2/18 Recon \$108 per square foot agreement from Jon Mabry (IEM), the \$108 agreement doc includes “flatwork (driveways, patios, sidewalks)” therefore a sidewalk from front and rear entrance to the ramp/lift is included in the Reconstruction pricing.
 - If access parking pad/driveway exceeds \$4500 allowance cap, \$20/linear foot can be used for additional driveway requirements and must be approved by EP.
 - If access pad/driveway is less than cap, a DCO is required based on \$4500 max ADA parking pad allowance.
3. For homes in Baker and East Baton Rouge parishes, the driveway design will be no wider than a single car width, according to applicable ordinances. Baker parish should be a single car width all the way to the house and will be reviewed by the exceptions panel on a case by case basis. Split lanes cause issues with pouring as the concrete truck has no compacted soil on which to drive.
- Approved for jurisdictions where this type of ordinance is mandated.
 - Mandated ordinance must be in file.
 - The driveway design will be no wider than a single car width; 12’w max - 10’w min.
 - Where additional length is needed, \$1500 for limestone to cover 12’w x 75’l x 4” d with \$20/linear foot for every additional foot pricing will be used.
 - In these cases, the driveway only needs to go to the front entrance access sidewalk of the house. The program will not pay for carport/parking pad slab in addition to a driveway to the road.
4. Any home that requires a new access drive, additional concrete due to municipal ordinances, or more than two (2) loads of gravel, will go to the exceptions panel for consideration on a case by case basis.
- Approved for jurisdictions where this type of ordinance is mandated.
 - Mandated ordinance must be in file.
 - The driveway design will be no wider than a single car width; 12’w max - 10’w min.
 - Where additional length is needed, \$1500 for limestone to cover 12’w x 75’l x 4” d with \$20/linear foot for every additional foot pricing will be used.

- In these cases, the driveway only needs to go to the front entrance access sidewalk of the house. The program will not pay for carport/parking pad slab in addition to a driveway to the road.

5. General Driveway Guidance

- A single load of gravel plus machinery time to spread should be set at a cap of \$1771.36. This will cover approximately 900 sf at 4" thickness. This is for an 18-cubic yard truck of gravel plus all machinery time to spread and compact.
- A double load of gravel plus machinery time to spread should be set at a cap of \$3546.72. This will cover approximately 1800 sf at 4" thickness. This covers two 18 cubic yard trucks of gravel plus all associated machinery time to spread and compact.
- Any change order submitted for gravel must be accompanied with photographic evidence showing the reason the gravel is needed along with aerial mapping showing dimensions to verify square footage of needed gravel.

Asbestos

Asbestos abatement must be performed in accordance with all federal and local requirements.

Asbestos abatement will be performed on all homes where it has been verified or suspected. The following is to allow asbestos to be approved via the change order process.

1. For any home where asbestos abatement is required, a test must be performed to verify the presence of asbestos.
2. Upon the verification of the presence of asbestos, the abatement can be scoped in Xactimate using the program approved line items to cover the cost. Xactimate has set pricing for all but one line item needed for abatement. The hauling and disposal line item is a bid item in Xactimate and is the only variable line item. Invoices shall be provided to show actual cost. This will be variable based on location of home to the nearest qualified disposal site.
3. Any change order submitted should be accompanied by the test, photographs showing dimensions, and the invoice for disposal. Approved with required documentation in file, as follows:
 - Asbestos test results
 - For S1 properties, an asbestos test/test results are not required

when the siding on a home built after 1929 and prior to 1990 is known to be siding containing asbestos (i.e. Transite siding). A picture of the siding must be in the file (DA). All other conditions remain applicable.

- Photos of the material in question
- Asbestos Abatement Checklist Document to include:
- SF of asbestos removed (rough sketch to show calculation – ability to compare to DA SF sketch)
- Verification of how many sets of Personal Protective Equipment (PPE) are required
- Verification of how many containers (bags) are required
- Copy of the completed Haul Ticket to Type III dump confirming:
- what material and quantity (i.e. cubic yards and/or how many bags)
- hauled from where-to-where
- date haul was made
- Type III disposal facility accepted the waste.

Electrical Meter Access Post-Elevation

If a home is elevated to a point requiring a platform to access the electrical meter and a smart meter is not available to be installed, then the program approved Egress landing specification shall be allowable.

1. The following items and quantities are allowable

#	Cat	Sel	Act	Notes	Description	Coverage	Calc	Quantity
				<input type="checkbox"/>	—————5x5 EGRESS LANDING & STAIRS—————			
756	STR	STRT	+	<input type="checkbox"/>	Stair stringer - treated softwood	Dwelling	12.5	12.5
757	FRM	2X10BT	+	<input type="checkbox"/>	2" x 10" x 8' #2 treated pine (material only)	Dwelling	6	6
758	FRM	J10L	+	<input type="checkbox"/>	Labor to install joist - floor or ceiling - 2x10	Dwelling	34.88	34.88
759	FRM	2X6X18T	+	<input type="checkbox"/>	2" x 6" x 18' #2 treated pine (material only)	Dwelling	11	11
760	FRM	DKLG	+	<input type="checkbox"/>	6" softwood landing planking - Labor only (per SF)	Dwelling	24.88	24.88
761	CNC	PIERDCY	+	<input type="checkbox"/>	Pier or footing	Dwelling	0.35	0.35
762	FRM	2X2X8T	+	<input type="checkbox"/>	2" x 2" x 8' #2 treated pine (material only)	Dwelling	9	9
763	FRM	2X6X8T	+	<input type="checkbox"/>	2" x 6" x 8' #2 treated pine (material only)	Dwelling	9	9
764	FRM	4X4X8T	+	<input type="checkbox"/>	4" x 4" x 8' - treated lumber post - material only	Dwelling	3	3
765	FRM	DKRLL	+	<input type="checkbox"/>	Landing hand rail/guard rail - Labor only	Dwelling	12.3	12.3
766	CNC	PSTA6	+	<input type="checkbox"/>	Post anchor - 6"	Dwelling	6	6
767	FRM	FRHNG>	+	<input type="checkbox"/>	Framing hanger - large	Dwelling	5	5
768	FRM	6X6X8T	+	<input type="checkbox"/>	6" x 6" x 8' - treated lumber post - material only	Dwelling	12	12

Theft or Vandalism

A change order for vandalism/theft should be approved as unforeseeable.

1. As long as the following conditions are met:
 - Police report exists detailing the nature of the event and items involved
 - Photo documentation showing that the contractor was not negligent in the storage and security of the material

Acts of God

Repairs related to events that have occurred after construction start that are related to storms, wind, flood, or any condition that can be considered a natural event that could not be prevented or protected against by the contractor shall be approved as unforeseeable.

1. As long as the following conditions are met:
 - An accompanying insurance claim showing proof of loss
 - Photo documentation showing that the contractor was not negligent in the storage and security of the material

Wind Zone

Some areas are in a wind zone that require the use of architectural shingles or shingles that are able to withstand a higher wind speed than the program approved three-tab. In these instances, it is allowable for them to be processed via change order without the need for Exceptions Panel approval.

1. As long as the following conditions are met:
 - Wind zone map with address plotted
 - Roof must be sketched in Xactimate with appropriate roofing materials listed for deletion and addition

Underground Electrical for New Construction

Where relocation of the underground electrical service is required due to direct burial not being allowed, a change order may be submitted without the need for Exceptions Panel approval.

1. As long as the following conditions are met:
 - Statement from building inspector or municipality indicating such
 - May have the lowest of three appropriately scoped bids used as the cost for the relocation
 - Photographic evidence of the direct burial wire should be provided with the change order

- Photographic evidence of the conduit should be provided with the final documents

Post-Elevation Paint Repair

Painting in a room with stress cracks post-elevation - The entirety of the walls should be painted after repairing a stress crack. All walls in a room may be painted even if only one wall has a wall patch. The justification is that the program does not match paint colors and will use one of the program allowable paint colors. The program does not paint 'accent walls' so this results in the entirety of the room being painted.

1. As long as the following conditions are met:
 - Photographic evidence of the post-elevation damage included in the change order.
 - The approval reason should be described as "subsequent event due to elevation".

Elevation Related Repairs

Drywall patch, electrical, plumbing repairs relating to damages incurred by the elevation/shoring process beyond the reconnecting of vertical runs of plumbing and/or electrical components that did not exist prior to the lift and were not a result of an improper or irregular lift may be submitted for via change order.

1. As long as the following conditions are met:
 - Plumbing and/or electrical
 - Lateral runs may be quantified using a linear foot based specification
 - Photographic evidence must be provided
 - Drywall Repair
 - One DRY PATCH per wall/ceiling per room
 - Photographic evidence must be provided

Crown Molding with Ceiling Tiles

When a gap exists between a full height paneled wall removal and an existing tile type ceiling finish that is not replaced with drywall, a change order may be submitted for this cost.

1. As long as the following conditions are met:
 - Max allowance of 4.00 per linear foot to remove, replace, and paint 2 ¼" crown

Mold Concerns

When an applicant expresses concerns about mold they may be addressed

1. As long as the following conditions are met:

- Mold test exists
- The lowest of 3 bids is submitted

Elevations in Flood Zone X

Elevation is allowable if the project is located in a Flood Zone X

1. As long as the following conditions are met:

- Letter/Statement from ruling jurisdiction stating:
- The home is required to be elevated
- The benchmark to use in lieu of Base Flood Elevation is clearly stated (i.e. Inundation level is 24" above grade)
- Final Elevation Certificate is provided showing the final elevation complies with the 2' (i.e. Lowest Adjacent Grade is 20', inundation level was 2', program requirement is 2', for a top of finished floor at 24')

Parish/Jurisdiction Elevation on Existing Structures

When the local Parish/Jurisdiction verbally communicates that the home will need to be raised and will not offer specific documentation stating such, elevation costs may be considered.

1. As long as the following conditions are met:

- Email or written letter from the builder directed to the appropriate contact at the Parish Jurisdiction and memorialized in eGrants:

"Dear Sir/Madam:

On (x) date, "xxxx" (the permit office person) visited the home located at 3521 CONRAD DR, BATON ROUGE, LA 70805 for inspection. xxxx informed me [the builder] that the home must be raised - that permits will not be closed, COO will not be issued for this home until the home is raised [whatever is exactly true] By this email or letter [whichever it is], I am confirming that it is my understanding that this home must be raised. I understand that your office will not provide this requirement in writing; thus, I am documenting the requirement by this email or letter [whichever it is].

Sincerely,
Builder/Builder Representative”

Section 4: Examples Of Acceptable Materials



Bi-fold door



Interior and Exterior Doors



Kitchen Cabinets (new price requires hardware)



Bathroom Vanity



Base board



Exterior Columns



Door Casing

Shoe Moulding



Vinyl Shutters at every window



Vinyl Siding



Tile look Sheet vinyl



Wood look Sheet Vinyl



Dining Room Light



Ceiling Fans



Dome Lights

Vanity Lights



Kitchen Sink Light

Double hung Vinyl Windows
including screens at operable panes



Bathroom Faucet



Kitchen Faucet



Kitchen Sink



Tub / Shower Faucet



Toilet

Flooring type in photo is not Program Standard



Carpet