

Homeowner Assistance and Reconstruction Program



# Policy Manual

Version 2.0



**Got Questions?**

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## Version History and Version Policy

The version history of the policy manual is tracked in the table below, with notes for each change. The dates of each publication are also tracked in the table.

OHCS will publish a new version after making substantive changes that reflect a policy change. The updated policy manual will be assigned a new primary version number such as 2.0, 3.0, etc.

After making non-substantial changes, such as minor wording and editing or clarification of existing policy that do not affect the interpretation or applicability of the policy, OHCS will publish a version of the document with a sequential number increase behind the primary version number such as 2.1, 2.2, etc.

Amendments made to policy may go into effect on the date of the revision or may be applied retroactively, depending on the Applicant pipeline and status of Applicants in the Program intake and recovery process. Whether a policy will be applied proactively or retroactively will be detailed in the version history below and/or within the relevant Program sections.

Version Number	Date Revised	Key Revisions
1.0		Original HARP Policy Manual
1.1		<ol style="list-style-type: none"> <li><b>1. Properties with Occupant and Non-Occupant Owners:</b> Added language clarifying the Program and the State are not liable for disputes arising between owners.</li> <li><b>2. Verifying Income:</b> Clarified that Household members include all permanent members who will be living in the Program-replaced or reconstructed home.</li> <li><b>3. Third Party Damage Verification:</b> Added language to allow for the results from the Jackson County Fire Damage Assessment Dashboard to be used by the Program to verify eligibility for proof of damage from the disaster.</li> <li><b>4. Methods to Verify Occupancy and Primary Residence:</b> Added language clarifying that the Program can utilize FEMA data feeds to verify proof of primary occupancy.</li> </ol>



Version Number	Date Revised	Key Revisions
2.0	01/31/25	<ol style="list-style-type: none"> <li data-bbox="505 300 1404 548">1. <b>FEMA Repair / Replacement Funds used for Temporary Housing:</b> As communicated by HUD, FEMA Rehabilitation or Replacement assistance used for temporary housing, will be considered an eligible use as replacement housing and will not create a duplicative benefit with HARP assistance for the permanent housing solution.</li> <li data-bbox="505 569 1404 768">2. <b>Reconstruction Threshold updated to Rehabilitation Threshold; 1995 MH Rehabilitation Threshold.</b> An exception policy was added so the Program may gather additional information about individual cases and discuss potential impacts of rehab rather than replacement with Applicants.</li> <li data-bbox="505 789 1404 947">3. <b>Home Recovery Pathways Updated:</b> The ReOregon Home Path was eliminated. Alternative Site Path was updated to be a subsequent project location rather than a path, the intent for this path was updated to Home Purchase Path.</li> <li data-bbox="505 968 1404 1083">4. <b>Minimum Award Caps Updated:</b> In alignment with the Action Plan Amendment #2, the award caps updated for all pathways. <b>Site Work</b> pricing list was also updated.</li> <li data-bbox="505 1104 1404 1178">5. <b>Home Purchase Pathway:</b> New section to outline the details of this pathway, including the Award Calculation Methodology.</li> <li data-bbox="505 1199 1404 1314">6. <b>Home Purchase Standards:</b> To support homes purchased in-place and move-in ready, the standards were adjusted to support these purchases. Established year of unit to 2010.</li> <li data-bbox="505 1335 1404 1451">7. <b>Alternative Site Applicability:</b> Section updated to provide eligibility parameters by Program pathway, impacts to award calculations, and site considerations.</li> <li data-bbox="505 1472 1404 1545">8. <b>Unbuildable Lots Track:</b> New track to support homeowners who own unbuildable lots due to temporary restrictions.</li> <li data-bbox="505 1566 1404 1640">9. <b>Pad Lease Supplemental Award:</b> Award eligibility, award maximum, and other details defined.</li> <li data-bbox="505 1661 1404 1734">10. <b>Flood Insurance Supplemental Award:</b> Award eligibility and details reorganized for clarity.</li> <li data-bbox="505 1755 1404 1871">11. <b>Optional Relocation Assistance Award:</b> Section updated, language flattened for clarity, award maximum updated, removed inspections requirement.</li> </ol>

Version Number	Date Revised	Key Revisions
		<p><b>12. Heirship Documentation:</b> Softened the heirship review process by making OHCS Legal Council review determined on a case-by-case basis.</p> <p><b>13. Trust Documentation:</b> Removed the requirement of providing the trust abstract to align with the provision of copy of relevant elements of the trust.</p> <p><b>14. Xactimate Pricing List Updated:</b> From February 2023 to April 2024, in alignment with the date of HARP Application Launch.</p> <p><b>15. Remaining Need:</b> Definition added to clarify determination of need for applicant eligibility.</p> <p><b>16. Structure Type Documentation:</b> Expanded to include county documentation such as permit websites.</p> <p><b>17. Temporary Housing Definition:</b> Definition added to clarify determination for applicant eligibility.</p> <p><b>18. Conflict of Interest:</b> Requirement added for the Application process.</p> <p><b>19. Homeowner-Managed Projects Added:</b> To differentiate from Program-Managed Projects, these projects include a different contractor selection and contractor management process. Throughout the policy, several sections were updated to differentiate these two project tracks.</p> <p><b>20. Contractors Defined:</b> In alignment with the Homeowner Grant Agreement document, definition provided to account for general contractors, manufactured home dealers, etc.</p> <p><b>21. Archie Creek Complex Fire PacifiCorp Legal Settlement:</b> As determined by HUD, funds identified as non-duplicative funds for this case, specifically.</p> <p><b>22. Homeowner Responsibility Submission:</b> Updated to align with Home Purchase Path needs, and for other paths, submission to Contractors directly.</p> <p><b>23. Homeowner Responsibility Temporary Housing Option Clarified:</b> In alignment with the updated temporary housing definition, clarified eligibility, and impacts of eligible expenses made.</p>

Version Number	Date Revised	Key Revisions
		<p><b>24. Work Order Adjustments:</b> Updated language from Change Orders to Work Order Adjustments.</p> <p><b>25. Moving Used Units:</b> Moving used MH units is unallowable.</p> <p><b>26. MH Units of 3+ Bedrooms Awards:</b> MH units eligible for 3+ bedrooms single-wide award will be subject to the double-wide award.</p> <p><b>27. Policy Change Control Process Updated:</b> To align with SOPs, the process outlines the steps for minor and major policy change requests and the role of the Policy Change Control Committee.</p> <p><b>28. Appeals Definition Clarification:</b> Added reference to HARP/ReOregon use of “appeals” differentiating and not limiting access to an Applicant/Participant’s right to challenge HARP determinations under ORS Chapter 183, the Oregon Administrative Procedures Act.</p> <p><b>29. Policy Formatting:</b> To streamline the policy, several sections were reorganized to better help policy manual users where to find information. Removed duplicative content to keep language in one place and succinct.</p> <p><b>30. One Closeout Chapter Created:</b> Includes construction closeout, program closeout, recapture and subrogation.</p> <p><b>31. Reimbursement Award:</b> This new program pathway is introduced and language noting reimbursement is not allowable was removed.</p>

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# Introduction: Purpose

# 1 Introduction: Purpose

## 1.1 Program Authorization

The Homeowner Assistance and Reconstruction Program (HARP or Program) is funded through HUD's Community Development Block Grant – Disaster Recovery (CDBG-DR) Program, as appropriated by Congress in response to the 2020 Labor Day Wildfires and Straight-line Winds (DR-4562 or disaster). Assistance for 2020 disasters was appropriated on October 29, 2021, by the Extending Government Funding and Delivering Emergency Assistance Act of 2021, the Disaster Relief Supplemental Appropriations Act of 2022, 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, economic revitalization, and mitigation in the Most Impacted and Distressed areas resulting from a major disaster. HUD maintains all federal rules, regulations, and documents related to the CDBG-DR allocation to the State of Oregon. These can be accessed online at [www.HUD.exchange.info](http://www.HUD.exchange.info) and <https://www.hudexchange.info/Programs/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices/>.

Oregon Housing and Community Services (OHCS) is the implementing agency for HARP. Disaster Recovery and Resilience (DRR) is the division within the agency administering the Program.

## 1.2 Purpose of the Policy Manual

This policy manual provides policy guidelines for **Applicants** to participate in the HARP Program. It includes information on important topics such as:

- Who is eligible to receive Program assistance.
- What type of structures can be rehabilitated, reconstructed, or replaced.
- Eligible Program costs and rebuilding or replacement requirements.
- Process, compliance, and documentation requirements to participate.
- How awards and benefits are calculated.
- What an approved Applicant must do before and after they get assistance from the Program.
- What additional resources are available to help Applicants move forward with their application.
- How to Appeal a Program decision.

**Definitions and Acronyms:** There are many terms and acronyms scattered throughout this document. When a key term is presented for the first time, it is bolded and defined in the Definitions section of the manual. These terms are then capitalized throughout the document (example: Program). Common acronyms that are used throughout the manual are included in the Acronyms section.

**Navigating the Manual:** Users of this manual can jump from one section to another by clicking on the headers within the table of contents or by clicking on the side headers on the left-hand side of the document, which appear when clicking on the right-facing arrow.

## 1.3 Purpose and Overview of the Program

The assistance for this Program is made available through the **U.S. Department of Housing and Urban Development (HUD)** Community Development Block Grant – Disaster Recovery (CDBG-DR), as part of the \$422 million allocation made for the 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562). All awards in this Program are subject to assistance availability.

HARP's purpose is to provide grants to eligible homeowners who experienced damage to their owned primary residences from the 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562). The Program addresses homeowners' remaining recovery needs after accounting for other disaster assistance received, including from such sources as insurance, FEMA, SBA, state funds, and local or philanthropic funds.

HARP will fund eligible **Rehabilitation, Reconstruction, or Replacement** costs, including additional costs to comply with federal, state, and local construction standards, such as replacing on-site residential infrastructure, complying with **Green Building Standards**, and ensuring that homes are accessible for individuals living with disabilities and senior residents. Eligible costs also include elevation if approved, fire hardening, and other Program-required mitigation costs that will help protect homes from natural hazards faced in the fire-impacted communities.

OHCS will add an addendum to a future version of this policy to outline the requirements for participation in an accessory dwelling unit pilot.

## 1.4 Equity, Racial Justice, and Resilience to Future Disasters

OHCS is committed to advancing equity and racial justice through HARP. OHCS's recovery goal is that all fire-impacted individuals and households have equitable access to the resources necessary to be housed safely, sustainably, permanently, affordably and in their

housing of choice. One way of achieving this commitment and goal is to remove as many barriers and unnecessary steps as possible for low-income individuals and households, Latino/Latina/*Latine* individuals and households, individuals living with disabilities, single parents, people of color, and other protected classes who have faced historic discrimination or limited access to recovery resources. The Program will facilitate support systems, such as **Case Management**, housing navigation, construction advisory services, housing counseling, and legal services, to help overcome barriers faced by protected classes or individuals challenged when proving eligibility or realizing benefits.

The OHCS strategy includes rebuilding homes in a way that makes our homes and communities:

- More resilient to future disasters.
- More energy efficient in the face of rising costs, climate change, and diminishing natural resources.
- More accessible as our community members seek to age in place or retain independence while living with disabilities.

There are many federal, state, and local requirements that must be followed in exchange for receiving these funds and all Program requirements have been designed to meet those requirements in a way that streamlines the experience for the Applicant.

While this policy is built on best practices and lessons learned from other disasters across the United States, there are endless opportunities to improve the Applicant experience. Applicants and community partners are encouraged to give OHCS feedback on ways to provide better Applicant support and alternative ways to meet regulations, requirements, and policy objectives, either through their **ReOregon Case Lead, ReOregon Staff**, or by emailing [reoregon@hcs.oregon.gov](mailto:reoregon@hcs.oregon.gov). OHCS will also proactively monitor the number and types of applications, applications denied, and appeals to identify and make program changes to avoid disparate impacts or unintended discriminatory effects.

### 1.4.1 Translation and Interpretation Services

The Program will follow [OHCS's CDBG-DR Language Access Plan \(LAP\)](#), which includes the efforts listed below to ensure that individuals with **Limited English Proficiency (LEP)** receive the language assistance they need to participate in the Program. OHCS's LAP Coordinator will oversee the implementation and compliance across the Program and will update or adjust the LAP as needed to provide meaningful language access services. If Applicants need additional language support, they can contact the LAP Coordinator at [reoregon@hcs.Oregon.gov](mailto:reoregon@hcs.Oregon.gov).



- Translation of vital documents into Spanish
- Language Line Services
- Auto Translation module for OHCS Website
- Language Bank
- I Speak Cards for individuals whose first language is not English
- Bilingual ReOregon Case Leads (Spanish and English)
- Bilingual ReOregon Intake Specialists (Spanish and English)
- LEP outreach and engagement

### 1.4.2 Reasonable Accommodations for Persons with Disabilities

The Program will provide reasonable accommodations to persons with disabilities, including by providing multiple options for how residents can submit applications, ensuring all website materials are Section 508 compliant, ensuring accessibility in accordance with the Americans with Disabilities Act (ADA) to Applicant centers, providing multiple paths for Applicants to receive information from ReOregon Staff (e.g., over the phone, online, in person, through mobile intake centers, etc.), and building in reasonable accessible design standards for Replacement **Manufactured Homes** and rehabilitated site-built homes.

The Program will make exceptions to the maximum award amounts to comply with federal accessibility standards or to reasonably accommodate a person with disabilities.

Any [Optional Relocation Assistance \(ORA\)](#) must provide equal relocation assistance within each class of displaced persons, including but not limited to providing reasonable accommodation to persons with disabilities.

In addition, if there are any **Tenants** who may be displaced by Program activities and qualify under the [Uniform Relocation Act \(URA\)](#), OHCS will provide reasonable accommodations to Tenants with disabilities to help them relocate to units that meet their accessibility needs.

### 1.4.3 Fair Housing and Civil Rights

The Fair Housing Act requires all grantees, **Subrecipients**, 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. OHCS complies

with and enforces the Civil Rights requirements of Title I of the Housing and Community Development Act and the Fair Housing Law.

OHCS follows policies and procedures for compliance with Affirmatively Furthering Fair Housing (AFFH) during the design and implementation of all Program activities. This includes an assessment of the demographics of the impacted residents, of proposed project areas, socioeconomic characteristics, environmental hazards or concerns, and other factors material to the AFFH determination. To affirmatively further fair housing through HARP, OHCS will leverage the agency's customized Racial Equity Analysis Tool (REAT) and Equity Lab to assist in making an extra effort to serve vulnerable populations and populations that have historically been underserved. The Program will also prioritize processing and assistance to protected classes or individuals challenged in achieving eligibility or realizing benefits, see [Program Phases](#) and [Eligibility Criteria](#).

## 1.5 CDBG-DR Requirements

HUD and Congress define activities that can and cannot be undertaken with CDBG-DR assistance. The following subsections identify the eligible activities for which HARP assistance can be used and the objectives that must be met. Program **Participants** must meet all appropriate eligibility requirements as specified in the [Eligibility Criteria](#) section of this manual. Properties must also meet all appropriate eligibility requirements as specified in [Property Eligibility Criteria](#) section of this manual.

### 1.5.1 CDBG-DR Eligible Activities

Eligible activities must be directly related to the recovery and resilience needs of eligible Applicants whose homes were damaged or destroyed by the 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562).

The following activities under the Housing and Community Development Act of 1974 (HCDA) are eligible: HCDA Section 105(a)1, 2, 4, 5, 8, 11, 14, and 24; applicable waivers identified in the Allocation Announcement Notice and Consolidated Notice (87 FR 6364), other applicable waivers or alternative requirements.

The Program provides awards necessary to rehabilitate or replace eligible damaged properties per Program standards, per the terms described in this manual. Each award will be calculated using consistent construction, energy efficiency, and resilience standards, which are based on the type of damaged home and the type of Replacement, Reconstructed or Repaired unit (e.g., Manufactured Home, stick-built, or **Modular Homes**). The program will also provide reimbursement for eligible rehabilitation, reconstruction, and replacement costs. The actual maximum assistance that each Applicant is eligible to

receive will be determined using a consistent award calculation methodology described further in [Award Calculation and Maximum Award Caps](#).

The Program may also fund activities necessary to address site-specific needs such as **Demolition** and removal of the original structure; accessibility needs (e.g., ramps and lifts); environmental issues; on-site residential infrastructure Rehabilitation or Replacement (e.g., septic tanks and wells); resilience and mitigation measures; elevation requirements; installation and transportation costs; relocation costs; rental assistance, and compliance with municipal ordinances or other mandated development standards, as needed. These activities may be carried out by the homeowner directly, State-procured program management team, and/or by a Subrecipient on behalf of the Applicant.

### 1.5.2 CDBG-DR Ineligible Activities

The following are all ineligible activities for which CDBG-DR grant funds cannot be used:

- Forced Mortgage payoff: A forced Mortgage payoff occurs when homeowners with an outstanding Mortgage balance are required, under the terms of their loan agreement, to repay the balance of the Mortgage loan before using assistance to rehabilitate or reconstruct their homes. CDBG-DR funds shall not be used for a forced Mortgage payoff.
- Grants or assistance for Second Homes.
- Assistance for those who previously received Federal flood disaster assistance and did not maintain required flood insurance.
- Rehabilitation, Reconstruction, Replacement, or any construction activities in a Floodway.
- Compensation payments for losses of personal property.
- Other activities or ineligible costs not specifically included in 2 CFR Part 200, the applicable Federal Register notices, the Housing and Community Development Act, or 24 CFR Part 570 Subpart C.

### 1.5.3 HARP Ineligible Activities

The following are additional ineligible activities under HARP:

- Small Business Administration (SBA), other subsidized loan, or private loan or credit card payoffs.
- Commercial buildings, fences, outbuildings, and other unattached structures.

- Work external to the primary living space not required by the local jurisdiction or homeowners' association and/or work that does not contribute to the habitability of the home. Examples include fencing, carports, swimming pools, sheds, etc.

### 1.5.4 National Objectives

The primary objective of the HCDA is the development of viable communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income. Consistent with the HCDA, HUD has required OHCS to comply with the overall benefit requirements in the HCDA, 24 CFR 570.484, 24 CFR 570.200(a)(3), and 24 CFR 1003.208, which require that a minimum of 70 percent (70%) of funds be used for activities that benefit **low- and moderate-income (LMI)** persons.

The Program will contribute to this overall LMI expenditure goal through its phased approach, which prioritizes low- and moderate-income households. For more information, see [Program Phases](#).

The Program will use the following national objectives as applicable:

1. **Low-Mod Housing (LMH):** All Program assistance and activity delivery costs provided to or on behalf of low- and moderate-income (LMI) households. A **Household** is LMI if their Household income is at or below 80% of the **Area Median Income (AMI)**. HARP will use the applicable income limits for all Program Participants (currently Fiscal Year 2023 Low- and Moderate-income limits, that are available on English: [oregon.gov/ohcs/disaster-recovery/reoregon/about-reoregon/Pages/reoregon-income-requirements.aspx](https://oregon.gov/ohcs/disaster-recovery/reoregon/about-reoregon/Pages/reoregon-income-requirements.aspx); Español: [oregon.gov/ohcs/es/disaster-recovery/reoregon/acerca-de-reoregon/Pages/requisitos-de-ingresos-de-ReOregon.aspx](https://oregon.gov/ohcs/es/disaster-recovery/reoregon/acerca-de-reoregon/Pages/requisitos-de-ingresos-de-ReOregon.aspx)).

OHCS will track all LMI beneficiaries per HUD requirements using the following income ranges and categories:

- 0%–30% AMI Extremely Low
- 31%–50% AMI Very Low
- 51%–80% AMI Low

Household income will be determined based on the total number of persons in the Household and total annual income of each Household member 18 years and older.

- 2. Urgent Need (UN):** HUD allows for the use of the **Urgent Need (UN) National Objective** when existing conditions pose serious and immediate threat to health/welfare of community, the existing conditions are recent or recently became urgent, and the recipients cannot finance the activities on their own because other assistance sources are not available. All HARP assistance and activity delivery costs provided to or on behalf of households with incomes at or above 80% of the AMI will be classified under UN. HARP can use the UN national objective for households with incomes greater than 80% of the AMI because all Applicants are required to meet Applicant and property eligibility criteria, which include demonstrating their eligible owned primary residence was damaged or destroyed by the 2020 Labor Day Wildfires/Fires and Straight-Line Winds (DR-4562) and they have a remaining unmet need. Each approved application will describe the urgency, type, scale, and location of the disaster-related impact that will be addressed through the HARP project.

## 1.6 Tax Considerations

While CDBG-DR funds are generally non-taxable, some situations may result in funds or proceeds becoming taxable under certain circumstances. Additional information from the Internal Revenue Service related to the 2020 Labor Day Wildfires/Fires and Straight-Line Winds (DR-4562) may be found here: <https://www.irs.gov/newsroom/irs-provides-tax-relief-for-victims-of-oregon-wildfires-oct-15-deadline-other-dates-extended-to-jan-15>. General information for tax payers affected by disasters can be found here: <https://www.irs.gov/businesses/small-businesses-self-employed/faqs-for-disaster-victims#taxablestaterecoverypayments>. Applicants are encouraged to consult with a tax expert if they have any concerns related to any potential tax liability that may result from participation in the Program.





# Program Administration

## 2 Program Administration

### 2.1 Overview

OHCS is the lead agency and responsible entity for administration and oversight of the State of Oregon's CDBG-DR allocation. OHCS implements HARP directly and in partnership with State-procured contractors, Subrecipients, or developers.

OHCS ensures all Applicant files are compliant prior to grant execution or award denial. OHCS may engage Subrecipients to support Applicants through outreach and engagement, editing and translating Program materials for readability, Program intake, and/or to providing other related services that support Applicant and Program Participant recovery.

OHCS is responsible for developing and amending the CDBG-DR Action Plan, Program policies and procedures; ensuring Program and other cross-cutting federal regulatory compliance; providing technical assistance to Subrecipients; procurement oversight; and financial management.

All final award decisions are subject to grant availability and will be made by OHCS.

### 2.2 Program Policies

The HARP Program guidelines are a living document and both policy and implementation will be modified through the following methods.

#### 2.2.1 Exceptions Panel

Throughout this document there are references to possible situations where the Program will make exceptions to certain Program policies. The 2020 disasters impacted survivors in different ways, and while this Program is designed to be as inclusive and low-barrier as possible for those Applicants still struggling to recover, there will be a need to accommodate unique or unanticipated circumstances that do not warrant a policy change. All exceptions are approved or denied by an Exceptions Panel. The **Exceptions Panel** is appointed at the discretion of the DRR Director and may include representation from OHCS leadership, compliance, policy specialists, operations staff and/or senior DRR staff members. Subject matter experts may also be called in to serve on the Panel, if necessary. The Exceptions Panel meets on a regular schedule or as needed to move cases forward.

Each request must undergo two reviews to verify that all relevant information, data analysis, and supporting documentation are included in the request and sufficiently support the proposed exception request:

1. **First review:** ReOregon Staff prepare an Exceptions Request form and compile all available support documentation for the exceptions request. The staff determine whether they think there is sufficient information to submit the exceptions form and package to the Exceptions Panel for their review.
2. **Second review:** ReOregon Staff presents the exceptions case to the Exceptions Panel. The Exceptions Panel reviews the Exceptions Request form and support documentation and determines whether the exceptions request is approved, denied, or requires additional information and/or documentation before the panel can approve or deny the request. All decisions made by the Exceptions Panel are final.

### 2.2.2 Policy Change Control

Policy changes may be required as unmet recovery needs change and as OHCS gathers additional information from impacted survivors, including through Exceptions Panel reviews. All policy changes for HARP are considered through a change control process. This includes policy clarifications, additions, and deletions that are needed to more precisely define HARP rules. ReOregon Staff may submit a **Policy Change Request (PCR)** form for review. Policy modifications that result in the amendment of an OHCS Policy Manual shall be categorized as Major or Minor. Each request will include relevant information, data analysis, and supporting documentation and sufficiently support the proposed change. The PCR will also include the date of request, the date of approval, and the date the policy goes into effect.

- **Minor Modifications** are submitted to and approved by the DRR Chief Policy Officer. These modifications include grammatical modifications; minor clarifications to existing policies and procedures to align them with actual implementation or Standard Operating Procedures (SOPs); or changes to bring the OHCS Policy Manual into conformance with an approved Action Plan or Action Plan Amendment.
- **Major Modifications** must be first proposed by program leadership, then submitted and approved by the **Policy Change Control Committee (CCC)**. The CCC at a minimum shall consist of the OHCS Chief Policy Officer (or their Designee) and the OHCS Chief Recovery Officer (or their Designee). The CCC should also include applicable OHCS program leads or specialists, operations, systems, and senior staff members directly affected by the proposed change. Subject matter experts may also be called in to serve on the CCC, if necessary. The CCC meets as frequently as necessary to consider policy decisions needed to move the Program forward.

When the policy change has been approved, OHCS will assess whether an Action Plan Amendment is needed. If and when applicable Action Plan Amendments have been approved by HUD (or if an Action Plan Amendment is not required), OHCS will update the Program policy manual version with the approved policy change and will publish the updated manual on OHCS's website.

For information on what may constitute an Appeal, and the Program appeals and complaints processes, please see [Appeals, Complaints, and Grievances](#).

## 2.3 Program Assistance

HARP provides assistance for the following types of eligible activities, to address eligible Applicants' remaining unmet recovery needs, which are assessed on an individual basis:

- Rehabilitation (repair, Reconstruction, or retrofits) costs necessary to bring damaged or Replacement homes into compliance with Program standards.
- Manufactured Home (MH) Replacement or eligible retrofits to meet Program standards.
- Site Work and Other Assistance required for the home to be rehabilitated or replaced and/or for the home to meet Housing Quality Standards (HQS) and Federal, state, or local requirements.
- Homeownership Assistance to purchase a Replacement primary residence that meets Program standards. This option is only available to households with incomes at or below 120% of the Area Median Income.
- Reimbursement for eligible rehabilitation, replacement, or reconstruction associated costs incurred before applying to HARP.
- Optional Relocation Assistance (ORA) to help with Temporary Housing costs if the home must be vacated to complete the Reconstruction or retrofits.
- Pad Lease Assistance to help with temporary pad rental costs while MH Replacement units are produced and installed.
- **Flood Insurance Assistance** to support LMI participants in obtaining their first year of required flood insurance, for properties in flood hazard areas.

Participating in and accepting any award from HARP is entirely voluntary. HARP is not an entitlement Program. Awards may be adjusted or denied based on grant availability. For additional information on the terms and parameters around HARP project types, see [HARP Project Types](#).



## 2.4 Program Responsibilities & Support Services

The Program will make support services available to HARP Applicants either directly or through Subrecipients. These services include **Case Management**, housing navigation, construction advisory services, referrals to housing counseling and legal services, and contractor selection support. For **Program-Managed Projects** the program will provide support through a pre-procured pool of **Contractors** (general contractors and/or manufactured home dealers), while **Homeowner-Managed Projects** will receive support through a public listing of Contractors.

### 2.4.1 Program Communication with Applicants

The Program will ensure that all Applicants have up-to-date information on the status of their application and award. The Program will use various methods of communication including but not limited to the following:

- Application Portal (includes automated emails and communications)
- Phone calls
- Written correspondence (e-mail, direct mailings, text messages)
- In-person meetings
- Mobile-friendly ReOregon website

For Applicants requiring special accommodations or language assistance or wish to inquire about accommodations at the **ReOregon Intake Centers**, please contact **the ReOregon Housing Programs Call Center** at (541)250-0938 or (877)510-6800. IP Relay is a no-cost service offered to deaf and hard of hearing individuals that allows them to place relay calls over the internet via their computer, register at [www.t-mobile.com/iprelay](http://www.t-mobile.com/iprelay), or via the mobile app (IP Relay Mobile) available on the App Store or Google Play. More information on Oregon's relay services can be found on [www.oregonrelay.com](http://www.oregonrelay.com).

Complaints regarding accessibility can be reported to the 504 Coordinator (see [Program Complaints](#) for more information).

### 2.4.2 ReOregon Case Leads

ReOregon Case Leads help Applicants through each stage of the HARP application process. Case Leads are knowledgeable of HARP requirements and are available to guide Applicants on how to meet all Program requirements.



If needed, Case Leads also help coordinate or connect Applicants with other disaster recovery resources and partners that provide housing recovery services, legal services, or other needed support services not covered under HARP. Case Leads may not share Applicant or Participant information with other partners or resources without an approved Consent to Release of information from the Applicant.

### 2.4.3 Program Intake and Outreach Support

OHCS has partnered with various organizations as **Intake and Outreach Specialists**. ReOregon partners will engage survivors to understand impacted residents' unmet needs, including specific needs faced by individuals who are Latino/Latina/Latine, Black, Indigenous, and people of color, individuals with language barriers, individuals living with disabilities, and other individuals and households who continue to struggle to recover. They will help Applicants understand the Program, how to apply, gather additional information/documentation, and guide Applicants to resources that are not funded through HARP.

OHCS will publish a list of the organizations that are providing this support on <https://www.oregon.gov/ohcs/disaster-recovery/reoregon/about-reoregon/Pages/report-complaints.aspx>.

### 2.4.4 Construction Advisory Services

The Program will make **Construction Advisors** available to explain the scope of work eligible under the Applicant's award, the applicable Program requirements, and the obligations of the Applicant and the Applicant's Contractors. The Construction Advisors can also help Applicants develop or understand their project's timeline and identify milestones that will help keep their project on track. Construction Advisors do not provide any construction services or any advice related to construction methods. No warranties or representations regarding construction, repair, or financing for the rehabilitation of the Damaged Property are provided by Construction Advisors.

### 2.4.1 Finding an Alternative Site

Some Applicants lived in a **Manufactured Housing Park** (MH Park or Park) or on leased land at the time of the disaster. They may not be able to, or may choose not to, return to the damaged site, for such reasons as: their space is no longer available, the rents/lease are no longer affordable to the Applicant, Park requirements have changed, and/or the Park/site has not been rebuilt since the disaster.

Applicants are encouraged to let their ReOregon Case Leads know early in the application process whether they will need help identifying a new site for their replacement home. OHCS cannot secure a site on behalf of an Applicant. Space availability is based on the housing market conditions, which can vary by geography and over the course of the Program. For additional information see [Alternative Site Applicability](#).

Eligible Applicants who will move to a site that is different from their damaged housing site will be required to identify and secure the new site prior to any Program release of payment. In such cases, the Program may provide the following services and support, either directly or through Program Subrecipients:

- Guidance on the Environmental Review steps that must occur before the Applicant enters any contract or undertakes any construction activities after they apply to the Program.
- Eligible unit and location requirements for the new home.
- Support services to help the Applicant identify and secure a new site.
- Temporary pad rent or lease assistance to secure the site for the following purposes:
  - To allow the necessary Program-approved site improvements (e.g., pad installation, utilities, elevation) to be made under the Program Participant's control.
  - To provide time for the Program-approved unit to be purchased and delivered to the new site.

## 2.4.2 Contractor Selection Support

### 2.4.2.1 Program-Managed Projects Services: Use of Program Contractors

OHCS will procure and receive bids from architects and engineers, general contractors, and manufactured home dealers (**Program Contractors**), thereby creating a pool of qualified Program Contractors who will provide Reconstruction, Repair, Replacement and/or Site Work and other construction-related activities on behalf of Participants. Eligible Applicants will choose from the pool of Program Contractors to complete the approved scope of work for their home.

- OHCS will ensure selected Contractors are licensed and insured.
- Some Applicants may have fewer Program Contractor options, for such reasons as the remote location of their home, the nature and components of their scope of work, and/or their timeline.

- Program will support and lead the management of the selected Contractor, by working directly with the Contractor.

#### 2.4.2.2 Homeowner-Managed Projects Services: Selecting a Contractor

OHCS will provide a public listing of Contractors (licensed general contractors and/or manufactured home dealers), who can provide Reconstruction, Repair, Replacement and/or Site Work and other construction-related activities on behalf of Participants. Eligible Applicants will submit solicitations from the list of Contractors to complete the approved scope of work for their home for Program review (**Participant-selected Contractors**).

- Architectural and engineering services will be provided by the Program, however, there will be instances where the Participant and/or Contractor may need to engage an architect or engineer.
- OHCS will review Participant-selected Contractors and confirm that they are licensed and insured, and not debarred or otherwise prohibited from participation in the Program.
- Eligible Applicants are responsible for selecting their Contractors for their approved project. The Program makes no claim to the qualifications, capacity, or capability of the selected Contractor to complete the project.
- The Program will review the detailed Scope of Work pricing provided by the Contractor to determine cost reasonableness.
- Participants will be managing their Contractors by signing off on acceptable work completed, documenting and contesting work that is unacceptable, triggering the draw process, and raising any Contractor issues with ReOregon Staff as soon as possible. The Program will provide Participants with necessary guidance.

##### 2.4.2.2.1 Optional Construction Advisory Services for Homeowner-Managed Projects

For these projects the Program provides resources including Construction Advisors, optional construction advisory guidance documents, and FAQs which may include:

- Guidance on what to look for when choosing a Contractor.
- Strategies on evaluating and obtaining multiple quotes.
- Guidance related to construction activities and meeting Program requirement, standards, and expectations.
- Guidance on interacting with the selected Contractor.
- Guidance on federal cross-cutting regulations.

### 2.4.3 Required Construction Oversight and Compliance Services

Homeowners are responsible for the completion of their projects in compliance with local, state, federal regulations, and program requirements; this includes the selection and review of work performed by their selected Contractors. The Program will provide Program-required construction compliance support as applicable to their specific path, including:

- Reviewing and approving the scope of work that must be completed (e.g., delivery, site work, installation, elevation, etc.)
- Helping Applicants verify their selected contractors have the correct bonding, insurance, licenses, and appropriate lien waivers to complete the work. This includes, but may not be limited to: Builders' Risk coverage, commercial liability coverage, and workers' compensation coverage, which shall remain in effect during the entire Rehabilitation, Reconstruction, Replacement or elevation project; and payment and performance bonds, as required, in effect during construction and/or such other appropriate documentation to prevent mechanics' liens from being recorded in the land records limited to construction, and to avoid non-payments to subcontractors, suppliers, or both.
- If determined eligible, reviewing and approving existing homeowner contracts, ensuring the Contractors' or homeowners' contracts, their contracts and support documents meet the following requirements, as applicable:
  - Construction documents are prepared by a licensed design and/or engineer professional, as required by state law and regulations.
  - Construction documents, design, and development comply with Program requirements, are cost reasonable, and are in line with industry standards.
  - Any required builder or contractor surveys, site plans and elevation plans have been produced as required by local zoning and permitting.
- If elevation is included, verifying that a licensed land surveyor completed certified surveys of the home prior to construction and complete a final as-built survey that the home was elevated to the height required by the Program in the scope of work. See [Elevation Standards for Homes in the Floodplain](#).
- Guidance on permitting and zoning requirements with the Applicant and their contractor(s).
- Communicating and coordinating permitting and zoning requirements with the Applicant and their contractor(s).
- Guidance related to assuring the contractor has project safety plans in place and all field personnel (including subcontractors) have received the appropriate safety training before starting work. This may include, but may not be limited to:

- Adequate on-site or temporary toilet facilities.
- Appropriate notices are posted related to state and federal OSHA requirements.
- Prohibition of possessing firearms at project sites.
- Prohibition against use of drugs or alcohol at project sites.
- Acknowledgement by contractors and subcontractors in writing that their employees will, when working in or around a home, conduct themselves in a professional manner and interact with occupants of the home in a respectful manner and their employees must avoid using or displaying profanity, obscene, sexual, sexist, racist or any other inappropriate language, music or images in the presence of any occupant of the home.
- Are certified to comply with all required hazardous material safety requirements, such as mold, lead, and asbestos safe handling processes. Maintain necessary insurance coverage for specific safety standards.
- Verifying the homeowner has control over the site where the project work will occur.
- Conducting site inspections during and post-installation and conducting interim inspections of construction or on-site assembly progress, as applicable.
- Reviewing payment requests and Work Order Adjustments submitted by the Contractor, ensuring payment requests include approved and allowable expenses and Work Order Adjustments are in compliance with the approved project scope of work.
- Guidance related to collecting, verifying, and submitting necessary contractor information for Section 3 compliance and other minority/women/disadvantaged business enterprise (M/W/DBE) reporting requirements.
- Guidance related to collecting documentation required for compliance with all other federal and State requirements related to the project, including but not limited to such items as environmental compliance, mold, lead-based paint and/or asbestos containing materials abatement.
- Attending and helping the Applicant and Program Participants manage construction meetings with Contractors associated with such actions as project walkthroughs, site inspections, scheduling, payment inspections, any cease and desist/stop-work orders, Work Order Adjustments, and final walkthroughs (punch lists).
- Guidance on coordinating a final punch list and substantial completion review and providing, or referring to the Construction Contractors Board, preliminary mediation or dispute resolution related to scope and quality of work.
- Conducting final inspection reports to ensure the scope of work is complete, ensuring there are no manufacturers' defects to the MH or Modular Home, and the final project complies with building codes and Program requirements.



While the Applicant and Program Participant may ask for guidance and assistance from the Program, the Applicant and Program Participant is responsible for adherence to Program requirements whether Program-Managed or Homeowner-Managed projects.

#### 2.4.3.1 Program Plans

The Program will maintain a collection of Program Plans for stick-built homes, in varying square foot sizes and bedroom counts. The Applicant and Program Participant will be assigned a stick-built plan based on the original square footage of the damaged or destroyed home. If the **Family** composition is such that the plan will not accommodate the needs of the Family, the Program may identify a different suitable plan.

Exceptions may be allowed in instances where Program Participants have previously purchased a full and complete set of building plans specifically engineered for the project site; these plans will be reviewed by the Exceptions Panel.

## 2.5 Applicant Responsibilities

### 2.5.1 Terms and Responsibilities

Applicants are required to enter into **Grant Agreements** with the Program to receive assistance, and all projects must adhere to the standards set forth within this policy, with limited exceptions.

The contractor, scope of work, and structure/unit must meet Program requirements and the project must meet environmental, asbestos, lead-based paint, and other applicable abatement and mitigation requirements. The Program will provide contractor selection support and provide construction advisory and housing navigation services for all homeowners as described below to help guide Applicants. The Program bears no responsibility for the Contractor ultimately selected by the applicant to perform or complete their recovery.

### 2.5.2 Applicant Familiarity with Program Rules

Applicants are responsible for reading the Program guidelines contained in this document and other Program documents and any subsequent updates. Applicants are also encouraged to reach out to ReOregon Case Leads to request accommodations or additional supports through the application process, translation, and/or interpretation services. For additional information on the supports available for persons with disabilities

and limited English proficiency, see [Translation and Interpretation Services](#) and [Reasonable Accommodations for Persons with Disabilities](#).

Should assistance be required to understand or obtain clarification related to any information in this manual, Applicants may contact the Program by calling the ReOregon Housing Programs Call Center at (541)250 -0938 or (877)510-6800. ReOregon Case Leads will provide support to explain Program requirements.

### 2.5.3 Applicant Responsiveness, Updates, & Records

- Applicants and Program Participants are responsible for actively participating in the full cycle of the Program and providing information and /or documentation as requested.
- Applicants and Program Participants are required to return Program phone calls or emails in a timely fashion and allow access to their property for Damage Assessments, lead-based paint testing (if applicable), and Program or jurisdiction progress inspections.
- Applicants and Program Participants are responsible to keep the Program informed of current contact information and to update their records in their account if their mailing address or phone number changes through closeout.
- Applicants are responsible for communicating the household's income changes, by contacting their Case Leads to determine if updated documentation will be required. If there are changes to the Applicant's circumstances, including any changes related to their Household or Tenants, it is the Applicant's responsibility to inform the Program and provide any required additional documentation. This obligation continues until the Grant Agreement is signed.
- Applicants and Program Participants are responsible for maintaining records for all recovery assistance received. This obligation continues until closeout.
- Applicants and Program Participants should maintain all records, receipts, invoices, and other documentation related to any rehabilitation, construction, or clean-up of the damaged home.
- Applicants and Participants are required to actively participate in Contractor, site, and/or other project decisions.
- Applicants are required to disclose any potential conflict of interest involving any employee, agent, consultant, officer, or elected or appointed official or for any designated public agencies, subrecipients who exercise or have exercised any functions or responsibilities with respect to Community Development Block Grant-Disaster Recovery (CDBG-DR) activities assisted under ReOregon, or who are in a position to participate in a decision-making process or gain inside information with

regard to such activities, may obtain a financial interest or benefit from a ReOregon-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a ReOregon-assisted activity, or with respect to the proceeds of the CDBG-DR-assisted activity, for either themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter

- The Program reserves the right to request additional documentation and the Applicant is obligated to be responsive to these requests and produce such documentation within 60 days of the request. This obligation continues even after all award funds have been distributed to a Program Participant.
- Failure to be responsive or to complete the required actions for moving forward in the Program may result in the Applicant file being placed on hold if ReOregon Staff cannot move the Applicant forward until they receive additional information or response from the Applicant or Participant. Applicants may be involuntarily withdrawn from the Program if they do not respond within prescribed deadlines included in the letters or communications (range from 30-90 days, based on the activity that needs to be completed). See [Administrative Withdrawal from Program](#) for additional information on this process.

#### 2.5.4 Inspections & Scheduling

- Applicants are responsible for actively participating in the inspection process and providing access to their property for Damage Assessments; lead-based paint and other hazardous material testing (e.g., radon, mold, or other, as applicable); jurisdiction inspections; and construction progress inspections.
  - Household minors are prohibited from being the sole representative of the applicant during both inspections and construction activities.
  - If a home is deemed unsafe for entry due to information provided by the Applicant, local officials, or visual inspection by the damage assessor, the damage assessor will not enter the home. The Applicant is responsible for ensuring that visitors to the property are not impeded by any situations within their control.
- The Program will make every attempt to remain in contact with each Applicant to schedule or reschedule required inspections. If the Program is unable to reach the Applicant to schedule the required inspection the Program will follow a due diligence process that includes:

1. Three phone calls within 7 days.
  2. Email notification of attempted phone calls and request for Applicant to contact the Program to schedule or reschedule an inspection.
  3. After 1 and 2 above have been completed, a final notice letter will be sent via US Postal Service advising Applicant of a final 15-day period to schedule the inspection with the Program.
- If after these communication attempts described above an Applicant still fails to schedule the required inspection within 15 days of the final notice letter, the Applicant will be placed in an inactive status. The Applicant will be notified by email and US Postal Service that their project is no longer in an active status. If the Applicant does not contact the Program within 30 days of notification of inactive status, the Program may start the process to administratively withdraw the Applicant from the Program and recapture any previously disbursed grant funds. See [Administrative Withdrawal from Program](#) for further guidance.
  - Program-Managed Projects:
    - Eligible Applicants will choose from the pool of Program Contractors to complete the approved scope of work for their home.
    - Program will support and lead the management of the selected Contractor, by working directly with the Contractor.
  - Homeowner-Managed Projects:
    - Eligible Applicants are responsible for selecting their Contractors for their approved project. Applicants will be tasked with engaging and soliciting pricing from one or more qualified Contractors and submit the detailed Scope of Work (Program-provided) for Program review. See [Homeowner-Managed Projects: Scope of Work Pricing & Cost Reasonableness](#) for further details.
    - Exceptions may be granted only if an Applicant engaged an Oregon licensed, insured, and qualified residential general contractor (GC) to manage the Reconstruction of their home and other major on-site construction activities PRIOR to applying to the Program AND the general contractor and other contractors agree to amend their agreement to include all Program requirements. The Applicant must submit the design drawings to the Program, along with their construction contract, contractor's information, and permits prior to beginning or resuming construction activities. See [Contractor Selection](#) for further details.
    - Participants will be managing their Contractors by signing off on acceptable work completed, documenting and contesting work that is unacceptable, triggering the draw process, and raising any Contractor issues with ReOregon Staff as soon as possible. The Program will provide Participants with necessary guidance.

## 2.5.5 Contractor Selection

- Program-Managed Projects:
  - Eligible Applicants will choose from the pool of Program Contractors to complete the approved scope of work for their home.
  - Program will support and lead the management of the selected Contractor, by working directly with the Contractor.
- Homeowner-Managed Projects:
  - Eligible Applicants are responsible for selecting their Contractors for their approved project. Applicants will be tasked with engaging and soliciting pricing from one or more qualified Contractors and submit the detailed Scope of Work (Program-provided) for Program review. See [Homeowner-Managed Projects: Scope of Work Pricing & Cost Reasonableness](#) for further details.
    - Exceptions may be granted only if an Applicant engaged an Oregon licensed, insured, and qualified residential general contractor (GC) to manage the Reconstruction of their home and other major on-site construction activities PRIOR to applying to the Program AND the general contractor and other contractors agree to amend their agreement to include all Program requirements. The Applicant must submit the design drawings to the Program, along with their construction contract, contractor's information, and permits prior to beginning or resuming construction activities. See [Contractor Selection](#) for further details.
  - Participants will be managing their Contractors by signing off on acceptable work completed, documenting and contesting work that is unacceptable, triggering the draw process, and raising any Contractor issues with ReOregon Staff as soon as possible. The Program will provide Participants with necessary guidance.

## 2.5.6 Scope of Work and Payments

- The Applicant will be provided with the Scope of Work for the Contractor to enter their pricing, and will return this to the Program, so that the Program can confirm cost reasonableness.
- Program Participants are restricted from soliciting the Contractors for scope changes, additions, and/or deletions during the construction period. See [Work Order Adjustments](#).
- The Program will determine if the scope of work will require the Applicant to vacate the work site during the construction period. If the Program determines that the necessary construction activities are extensive in nature and would create an undue



hardship on the Contractors' ability to perform the scope of work or would endanger the health and safety of the Program Participant, then the Program Participant will be required to personally vacate the work site for the period of time required to complete the scope of work.

- If the Program determines that no undue hardship or health and safety issue is presented by the anticipated repair work, the Program Participant will not be required to personally vacate the property. The determination of whether or not a Program Participant will need to vacate the work site is not appealable.
- All Reconstructions or Replacements of existing units require the Program Participant to vacate the work site prior to and during the Demolition and reconstruction or replacement process. Program Participants cannot move back into the reconstructed or replaced home until notified by the Program in writing.
- Applicant will sign-off on Program-performed inspections and approve the Program to make a payment on their behalf to Contractors as final acceptance and payment for the activities detailed in the Program inspection.
- The Applicant may only dispute workmanship and component/item completion and may not dispute placement of elements as required by code or Program standards. See the [HARP Construction Standards and Expectations for Manufactured and Stick-built Homes](#) for further information.

#### 2.5.6.1 Contractor Payments

- If the eligible Applicant has a Homeowner Responsibility Amount (any remaining Duplication of Benefits or additional costs for scope deviations) they must pay the funds to the Contractor directly before Program funds can be applied.
- The Program will pay Contractors directly to complete the approved scope of work. The Program will inspect the Contractors' work to ensure it was done in line with Program requirements. Program Participants will also review and sign off on payments for completed work; however, if a Program Participant disagrees with any or all elements of the payment for work which was completed as per industry or Program standard, the Program reserves the right to issue payment as a result of the QA/QC inspection regardless of Participant approval.

#### 2.5.6.2 Warranty

- Upon completion of the scope of work, Contractors will provide Program Participants with a warranty as detailed below. Warranty for site related work is dependent upon scope. All warranty claims are between the Program Participant and Contractor. See [Warranty](#) for details.

## 2.5.7 Compliance with Program Standards

- **Stop Work:** As soon as an Applicant signs a completed Application, all Applicants are required to stop any activities to the **Damaged Property** when notified to do so by the Program. Applicants are also prohibited from entering into any new contracts after receiving a Stop Work Order. The Stop Work Order must be followed until the Environmental Review process is completed and the Program provides Applicants/Participants with a Notice to Proceed. See [Application Steps](#) for more details on Environmental Review, Stop Work Orders, and Notice to Proceed requirements.
- **Ownership:** Applicants agree not to transfer the damaged home or any interest in the damaged home until the Rehabilitation or Reconstruction to be performed under the Program has been completed.
- **Access:** Applicants must provide access (or Right of Entry) to their property for Program and jurisdiction inspections and construction activities; or facilitate acquiring Right of Entry from landowners. An adult must be present to provide access to properties.
- **Program Deadlines:** Applicants and Program Participants must adhere to all Program deadlines.
- **Vacate to Allow Rehabilitation:** Program Participants must vacate their Damaged Property within the allotted time frame to allow for the completion of construction activities, if required by the contractor or the Program.
- **Flood Insurance:** Program Participants whose Damaged Property is located in the 100-year **Floodplain** are required to obtain and maintain **Flood Insurance** as a condition of receiving Program assistance. Further, Program Participants who are required to obtain and maintain Flood Insurance must do so in perpetuity and must notify subsequent homeowners of this requirement when the home is sold. For additional details on Flood Insurance requirements and their applicability see [Grant Award Execution](#).
- **Elevation:** If elevation of the home is required due to the location of the property (e.g., located in the 100-year Floodplain) or by the local jurisdiction, the Applicant must agree to cause the home to be elevated a minimum of three (3) feet above **Base Flood Elevation (BFE)**, or if in the 500 year floodplain, to the higher of either the 500 year Floodplain or three (3) feet above Base Flood Elevation (BFE). For additional information about elevation, including exceptions for reconstruction that may have already commenced, [Elevation Standards for Homes in the Floodplain](#).
- **Withdrawn Applications:** If an Applicant or Participant chooses to voluntarily withdraw or is administratively withdrawn from the Program prior to completing their project per Program standards, they are required to return all previously

disbursed funds back to the Program. Exceptions may be made in cases where they received assistance provided under [Optional Relocation Assistance \(ORA\)](#) component of the Program.

## 2.6 Withdrawals

### 2.6.1 Voluntary Application Withdrawal

Applicants may withdraw their applications from the Program at any time. Applicants who wish to withdraw must provide a signed confirmation of request to withdraw. The Program will send the Applicant a written notice of acknowledgement of voluntary application withdrawal.

### 2.6.2 Voluntary Application Withdrawal Reinstatement Requests

Applicants who have voluntarily withdrawn their application from the Program may submit a written request for reinstatement based on extenuating circumstances. Requests will be reviewed by ReOregon Staff, who will provide written notice of approval or denial of the request.

### 2.6.3 Voluntary Program Withdrawal

Program Participants who choose to withdraw from the Program once the Grant Agreement is signed and work has commenced may be subject to the **Recapture** policy, see [Grant Recapture](#).

### 2.6.4 Administrative Withdrawal from Program

ReOregon Case Leads will work closely with Applicants to help them through the application process. However, if Applicants are non-responsive or fail to provide the required information or documentation, the Program may issue deadline communications (letters or emails) to Applicants. In these cases, Applicants may be involuntarily withdrawn from the Program if they do not respond within prescribed deadlines included in the letters or communications (range from 30–90 days, based on the activity that needs to be completed).

The Program may administratively withdraw an Applicant who fails to provide required documentation or information within the deadline described in the written request.

The Program may withdraw an Applicant or Program Participant who is abusive to an OHCS employee or any other representative or affiliate of the Program. Abusive behavior includes language (verbal or written) that may cause staff to feel afraid, threatened or abused and may include threats, personal verbal abuse, and derogatory remarks. The Program also considers inflammatory statements, remarks of a racial or discriminatory nature, and unsubstantiated allegations to be abusive behavior. Physical intimidation, including holding, impeding or blocking movement, following, stalking, touching or any other inappropriate physical contact or advance, is considered abusive behavior. Following the first reported incident of abusive behavior, OHCS will send a warning letter to the Applicant or Program Participant explaining that such conduct will not be tolerated. Any subsequent reported incident of abusive behavior may result in termination of the Participant's grant and the administrative withdrawal from the Program. OHCS may refer the Applicant or Participant to mental health services or for a wellness check in cases not involving physical intimidation or violence before issuing a warning letter or deciding to terminate the grant and withdraw the Applicant or Participant. Incidents involving the threat or use of physical violence towards an OHCS employee or any other representative or affiliate of the Program may be reported to the State Police and to the local police for non-Program affiliates.

### 2.6.5 Administrative Withdrawal Reinstatement Requests

Applicants who have been administratively withdrawn from the Program will have 30 days from receipt of the final Administrative Withdrawal certified letter to submit a written request for reinstatement, based on extenuating circumstances. The request will be reviewed by ReOregon Staff and the Program will communicate approvals or denials. The Program will consider an Applicant's responsiveness to Program correspondence or requests for documentation when making the reinstatement determination.

Program Participants, including those who had signed their Grant Agreement, that have been administratively withdrawn will not be able to reinstate their agreement. Program Participants who choose to withdraw from the Program once the Grant Agreement is signed and work has commenced may be subject to the Recapture policy, see [Grant Recapture](#).



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# Program Phases



## 3 Program Phases

### 3.1 Overview

By implementing a phased approach to Applicant processing, the Program prioritizes those individuals and households who have struggled to access the necessary resources to initiate or complete the recovery to their damaged homes. The table below illustrates the Program’s phased approach for Applicant processing.

**Table 1: Applicant Processing Phases**

Applicant Processing Phases		Phase I	Phase II	Phase III
Household Income	At or below 80% of county AMI	✓		
	At or below 120% of county AMI		✓	
	Greater than 120% of county AMI			✓
Status of Recovery	Incomplete	✓	✓	✓

During the application period(s), respondents are grouped into phases based on income and current status of Recovery. Any respondent who is ineligible for the current phase or for any phase will be notified in writing.

Applicants must meet all eligibility criteria to qualify for the current phase. For income requirements, the Program will use the appropriate year (currently Fiscal Year 2023 Low and Moderate income limits, that are available on the ReOregon website by language preference: English: [oregon.gov/ohcs/disaster-recovery/reoregon/about-reoregon/Pages/reoregon-income-requirements.aspx](https://oregon.gov/ohcs/disaster-recovery/reoregon/about-reoregon/Pages/reoregon-income-requirements.aspx); Español: [oregon.gov/ohcs/es/disaster-recovery/reoregon/acerca-de-reoregon/Pages/requisitos-de-ingresos-de-ReOregon.aspx](https://oregon.gov/ohcs/es/disaster-recovery/reoregon/acerca-de-reoregon/Pages/requisitos-de-ingresos-de-ReOregon.aspx).

While the Program will follow the phased approach described above, additional prioritization may be given to homeowners meeting different criteria to address immediate, unforeseen needs. Furthermore, if OHCS determines there may not be

sufficient assistance to help everyone under Phase I, OHCS may implement additional prioritization criteria, including:

- Age of Household members to determine if households have a particularly vulnerable member (i.e., **Elderly** or children under the age of 5).
- Whether Household members have a disability.

If the Program opens additional phases or makes additional assistance available, the Program reserves the right to modify Program criteria to provide additional or less assistance. Though the intent of the Program is to assist as many impacted homeowners as possible, all assistance is subject to availability.

Projects that are complete or do not have remaining eligible work are not currently included in any of the program phases.

## 3.2 Phase I Criteria

In addition to meeting all eligibility criteria, homeowners must meet the following additional criteria to be reviewed under Phase I:

- **Income requirements:** The Applicant household's total annual gross income cannot exceed 80% of the AMI, adjusted for **Household** size. The Program will use the 80% AMI limits for the county in which the damaged property is located. Applicants who do not meet the income criteria for Phase 1 but whose income is below 100% AMI and who demonstrate a hardship based on disability or debt burden, may be eligible through an exceptions review process. See [Phase Verification](#).
- **Status of Recovery:** Applicants must have Remaining Rehab/Replacement Need, meaning the Applicant must have remaining rehabilitation or replacement needs, and a need to restore ownership, at the time of the Program's Damage Assessment. The Applicant's status must meet one of the following conditions:
  - The Applicant has not completed the Rehabilitation or Reconstruction of their stick-built home, to Housing Quality Standards; OR
  - The Applicant purchased a Manufactured Home or stick-built home in one of the 8 MID counties prior to applying to the Program and the home does not meet Housing Quality Standards; OR
  - The Applicant plans to purchase an eligible Manufactured Home, or has remaining costs for an eligible home to pay to the seller, dealer or manufacturer before the unit can be delivered to the site; OR

- The Applicant has remaining site-work, delivery, installation, or other eligible construction-related activities required to complete the Rehabilitation of the home or install the Replacement MH; OR
- The Applicant's Damaged Property was on owned land and they sold their property prior to applying to the Program and they have not purchased a replacement home.
- If a home was purchased as permanent housing and previously sold (before December 31, 2023) these cases will be reviewed for eligibility based on extenuating circumstances by the Exceptions Panel.

### 3.3 Phase II Criteria

In addition to meeting all eligibility criteria, homeowners must meet the following additional criteria to be reviewed under Phase II:

- **Income requirements:** The Applicant household's total annual gross income cannot exceed 120% of the AMI, adjusted for household size. The Program will use the county 120% AMI limits for the damaged property.
- **Status of Rehabilitation:** Applicants must have remaining Rehabilitation, Reconstruction, or Replacement work necessary to make the home habitable, and must meet one of the following conditions:
  - The Applicant has not completed the Rehabilitation or Reconstruction of their stick-built home, to Housing Quality Standards; OR
  - The Applicant purchased a Manufactured Home or stick-built home in one of the 8 MID counties prior to applying to the Program and the home does not meet Housing Quality Standards; OR
  - The Applicant plans to purchase an eligible Manufactured Home, or has remaining costs for an eligible home to pay to the seller, dealer or manufacturer before the unit can be delivered to the site; OR
  - The Applicant has remaining site-work, delivery, installation, or other eligible construction-related activities required to complete the Rehabilitation of the home or install the Replacement MH.
  - The Applicant's Damaged Property was on owned land and they sold their property prior to applying to the Program and they have not purchased a replacement home.

### 3.4 Phase III Criteria

In addition to meeting all eligibility criteria, homeowners must meet the following additional criteria to be reviewed under Phase III:

- **Income requirements:** No income limits, subject to funding availability.  
The Program may include additional prioritization criteria prior to opening Phase III.
- **Status of Rehabilitation:** Applicants must have remaining Rehabilitation, Reconstruction, or Replacement work necessary to make the home habitable, and must meet one of the following conditions:
  - The Applicant has not completed the Rehabilitation or Reconstruction of their stick-built home, to Housing Quality Standards; OR
  - The Applicant purchased a Manufactured Home or stick-built home in one of the 8 MID counties prior to applying to the Program and the home does not meet Housing Quality Standards; OR
  - The Applicant plans to purchase an eligible Manufactured Home, or has remaining costs for an eligible home to pay to the seller, dealer or manufacturer before the unit can be delivered to the site; OR
  - The Applicant has remaining site-work, delivery, installation, or other eligible construction-related activities required to complete the Rehabilitation of the home or install the Replacement MH.



# Eligibility Criteria



## 4 Eligibility Criteria

### 4.1 Applicant Eligibility Criteria

#### 4.1.1 Eligibility Overview

To be eligible for the Program, the Applicant must have been the owner and demonstrate primary residency of an eligible Damaged Property at the time of the disaster. For some awards or program home recovery pathways, income may also determine an Applicant's eligibility.

#### 4.1.2 Ownership

##### 4.1.2.1 Property Taxes

For homes on owned land, Applicants must prove they are current on property taxes.

The Program will verify property tax status through online public records, by attempting to match the owner's name on the application with property tax records at the time of the disaster and at the time of the application. These records will also be used to verify ownership, as outlined in the following sections.

##### 4.1.2.2 Ownership: Homes on Owned Land

###### 4.1.2.2.1 Methods to Verify Ownership

For damaged homes on owned land, to qualify for the standard program benefits the Applicant must have been the owner of the property at the time of the disaster and continue to own the property. If the damaged property was on owned land and the replacement or reconstructed home will be on that owned land, the Applicant must maintain Ownership of the land through the time of the closeout of the Applicant's file (after complying with all Program policies and requirements). Owners who have sold their land but otherwise are eligible, may qualify for home purchase. For all ownership situations,

- The Program establishes Ownership at the time of the disaster by attempting to match the owner's name on the application with property tax records at the time of the disaster.

- The Program will also establish current Ownership of the property by attempting to match the owner's name on the application with current property tax records.
- ReOregon and OHCS are not liable for any dispute arising between owner-occupants and non-occupant owners.

If unable to obtain a match between the names on the application and the names on the property tax records, the Program requires the following documentation to meet the Ownership eligibility requirements:

- Property tax records that show the Applicant owned the property at the time of the disaster and matched with the most recently available tax record showing the Applicant currently owns the property; or
- Deeds or other legal documents to be reviewed on a case-by-case basis through the Exceptions Panel.

To be eligible for assistance, at least one Applicant must have owned the Damaged Property at the time of the 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562) declared on September 7, 2020.

See additional information on Ownership scenarios below and in [Special Ownership Circumstances](#).

#### 4.1.2.2.1.1 Oregon Property Deeds

A deed is the instrument that transfers Ownership of real property from one owner to another. An eligible deed contains the name(s) of the current owner, the legal description of the property, and the signature of the grantor (previous owner). Transfers of real property must be in writing and notarized. Deeds are recorded in the county where the property is located.

##### 4.1.2.2.1.1.1 Warranty Deeds

A warranty deed is the most common type of deed used in most purchase and sale transactions. The general warranty deed contains the following provisions:

- a. Amount of consideration (i.e., purchase price)
- b. The names and addresses of the grantor (seller) and grantee (buyer)
- c. City and county where the property is located and the legal description of the property
- d. Signature of the parties
- e. Notary acknowledgement

**Types of Oregon Warranty Deeds:**

- Individual Grantor to Individual Grantee
- Individual Grantor to Two Individual Grantees
- Individual Grantor to Living Trust Grantee
- Two Individual Grantors to Individual Grantee
- Two Individual Grantors to Two Individual Grantees
- Two Individual Grantors to Corporation Grantee
- Two Individual Grantors to Living Trust Grantee
- Corporation Grantor to Individual Grantee
- Corporation Grantor to Two Individual Grantees
- Corporation Grantor to Corporation Grantee
- Living Trust Grantor to Individual Grantee
- Living Trust Grantor to Two Individual Grantees
- Living Trust Grantor to Living Trust Grantee

Transfer of property may also be done through a special or limited warranty deed or quitclaim deed.

A contract for deed, land contract or installment agreement is used when the seller agrees to finance the purchase of the property and holds title or deed as security until the buyer makes all the payments.

*4.1.2.2.1.1.2 Deeds Without Warranty*

When a special or limited warranty deed is used, the seller only warrants that there are no title defects during the time the seller owned the property. The special or limited warranty deed gives the buyer greater protection than a quitclaim deed and less protection than a full or general warranty deed but still verifies Ownership.

*4.1.2.2.1.1.3 Quitclaim Deed*

A quitclaim deed transfers Ownership interest of the seller to the buyer without any warranties or guarantees that title is good or that the property is free of liens or claims. A quitclaim deed is used mostly in non-sale transactions such as transfers between spouses but still verifies Ownership.

*4.1.2.2.1.1.4 Deed of Trust*

A deed of trust or trust deed is similar to a Mortgage. Title is transferred to a trustee, which is usually a trust or title company that holds the real property as security for the borrower's loan. At the time the loan is paid in full, the title is transferred to the borrower. The only

powers that the trustee has is the power of sale if the borrower defaults. The trustee can then sell the property to pay off the lender at a foreclosure sale auction.

#### 4.1.2.2.2 Types of Title to Real Property in Oregon

The types of title to real property described below are eligible Ownership categories under HARP.

##### 4.1.2.2.2.1 As an Individual Person

An individual may hold title in their name alone whether they are married or unmarried. If the individual is married and the spouse is not named on the title, their spouse has no rights in the property during the lifetime of the owner.

##### 4.1.2.2.2.2 Tenants by the Entirety/Married Couple

Oregon Revised Statutes (ORS) 93.180 provides that a conveyance to a married couple is presumed to create a tenancy by the entirety which is a survivorship estate as between the two parties. The title passes automatically from a deceased party to the survivor, unless they express a specific intent to hold it in a different manner (e.g., John Doe and Jane Doe, husband and wife or John Doe and Jane Doe, Tenants by the entirety).

##### 4.1.2.2.2.3 Tenants in Common

ORS 93.180 provides that a conveyance to two or more persons who are not married are presumed to be Tenants in common, that is each has an equal, or as otherwise stated, undivided interest in the property (e.g., John Doe, Fred Jones, and Mary May Tenants in common).

##### 4.1.2.2.2.4 Survivorship Estate

ORS 93.180 provides that two or more individuals may take title in a survivorship estate, i.e., title automatically passes to the surviving person(s) if they state the intent to do so (e.g., John Doe, Fred Jones, and Mary May with rights of survivorship).

##### 4.1.2.2.2.5 Registered Domestic Partners

Oregon House Bill 2007 provides that persons of the same sex who comply with the registration provisions are afforded the same privileges, immunities, rights, and benefits afforded to married persons. Individuals may take title as Tenants in common (see above) or they can take title in a survivorship estate similar to tenancy by the entirety (e.g., John Doe and Fred Jones as Oregon registered domestic partners with the right of survivorship).

#### 4.1.2.2.2.6 Representative Capacity (Trustee)

Title to real property may also be held by an individual or entity in their capacity acting on behalf of others (e.g., John Doe, Personal Representative of the Estate of Frank Jones, deceased; John Doe, Trustee of the Mary May Trust; etc.).

#### 4.1.2.3 Stick-built Homes on Leased Land

Applicants with stick-built homes on leased land must document that they meet the following conditions:

- They were the owner of the structure at the time of the disaster as documented through one of the following items:
  - Signed lease for the land shows that the Applicant is the owner of the structure.
  - Tax record for the year of the disaster event for the stick-built home on leased land.
  - Recorded in conveyance records prior to the declared disaster, such as:
    - Written transfer of the home as a movable.
    - A document from the landowner creating the rights to the home as a movable home.
    - Notarized bill of sale which provides Ownership of the stick- built home to the Applicant.
  - If none of the others are available, a signed affidavit from the Applicant stating they were the owner of the stick-built home at the time of the disaster event AND two of the following as supporting Ownership documentation from the time of the disaster event:
    - Insurance policy in name of Applicant insuring the structure.
    - County tax assessment for the structure.
    - Unrecorded lease agreement for the land.

#### 4.1.2.4 Ownership: Manufactured Homes

All Applicants whose Manufactured Homes (on owned or leased land) were damaged or destroyed must also provide the following Ownership documentation for the structure, including one set of documentation dated prior to September 7, 2020, and current proof of Ownership (if the unit was not destroyed).

The Program will search for the MH Ownership through the records Title from the Oregon Manufactured Home Ownership Document System per ORS 446.626 at <https://www.oregon.gov/bcd/man-home-own/Pages/man-home-MHODS-info.aspx> by matching with the

Applicant's name or address. If the home is not registered, Applicants must provide one of the following Ownership documents dated prior to the disaster event:

- Title found in land records for the Manufactured Home.
- Notarized bill of sale which provides Ownership of the Manufactured Home.
- 2020 tax record for the Manufactured Home on leased land.
- If Applicants have identified other ways of demonstrating Ownership, they may present those cases as exceptions to the Program for review.

#### 4.1.2.5 Special Ownership Circumstances

##### 4.1.2.5.1 LLC or LLP (Entity)

A recognized legal entity may hold title to real property. Examples are Partnership (general or limited), Limited Liability Company (LLC), Limited Liability Partnership (LLP), or Corporation. The Applicant's name should be exactly as registered with the State of Oregon or other state where the entity was created.

In those instances, in which title to the Damaged Property may be held by an LLC or LLP, the Applicant must establish that the LLC or LLP was formed for estate planning purposes or liability concerns. Ownership must be proven by providing all necessary information, including but not limited to, certificate of formation, tax returns for the company or partnership, operating agreement, and a certificate of good standing. Each LLC or LLP will be evaluated by the Program on a case-by-case basis for Program compliance through the Exceptions Panel.

##### 4.1.2.5.2 Owner Occupants With Sold Homes

Applicants whose owned homes were damaged or destroyed by the disaster and have since sold their home(s) or land may be eligible for the Program. See [HARP Project Types](#). Program eligibility does not transfer to new owners of damaged property unless provided for specifically below, in accordance with the Ownership section.

##### 4.1.2.5.3 Heirship

In the event the owner of the Damaged Property was deceased at the time of 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562) (September 7, 2020), and the Applicant who occupied the Damaged Property on the disaster date is an heir or beneficiary as of the disaster date, then the Applicant is a potentially eligible homeowner under HARP, provided they also meet the occupancy requirements below.



If the heir Applicant is a co-owner (e.g., the Applicant is a Tenant in common or joint Tenant), then the Applicant must certify on the application for assistance that all parties that have a right to claim Ownership have agreed to participate in the Program or could not be located.

Heir co-owners who are not occupants may execute a **Power of Attorney** to allow the owner-occupant Applicant to sign all legal documents on behalf of the remaining owners.

An Applicant who cannot establish record Ownership of the Damaged Property on September 7, 2020, but who can establish that title to the Damaged Property was vested in an individual who has since deceased, and to whom the Applicant is an heir or beneficiary, can establish an eligible form of Ownership in the following ways:

#### 4.1.2.5.3.1 Deceased Pre-Grant Agreement

In the event an individual who, if alive as of September 7, 2020, would have been able to establish requisite Ownership and occupancy of the Damaged Property is deceased or dies after submitting the application for assistance to the Program, but prior to executing the grant agreement, the Applicant's heirs or beneficiaries who occupied the Damaged Property as their primary residence as of September 7, 2020, may be eligible if they can establish their legal right to succeed to the Ownership rights of the deceased Applicant. If the Program determines the case needs additional review, OHCS may consult the case with OHCS legal counsel in advance of making a final eligibility determination.

Heirs or beneficiaries who did not occupy the Damaged Property as their primary residence as of September 7, 2020, are NOT eligible for assistance.

#### 4.1.2.5.3.2 Deceased Post-Grant Agreement

In the event of a Program Participant's death after the execution of the grant agreement, the estate representative or heir(s) can qualify to receive grant funds to complete Reconstruction or Rehabilitation of the damaged property. No additional occupancy test is required for the verified estate representative or heir(s). All disbursement and construction activities will be placed on hold until the Program verifies and/or completes the following:

- Receipt of the death certificate for the deceased Program Participant establishing the death occurred post Grant Agreement execution, and
- Receipt of the court order or other documentation recognizing the estate representative or heir(s) as such, and
- Amendment of the Program application to add the estate representative or heir(s) who will then be required to sign a document ratifying and confirming the Grant Agreement and assuming all of the obligations thereunder.

If the file is not resolved within one year of the initial inspection and the project has not started construction, the project will move to the Exceptions Panel to be evaluated.

#### 4.1.2.5.4 Trusts

Property held in trust for the benefit of natural persons can be eligible for assistance if:

- At least one of the occupants at the time of the disaster was a current beneficiary or trustee of the trust, or
- In case of a living trust, the trustor/grantor of the trust is the Applicant and occupied the Damaged Property as their primary residence at the time of the disaster.

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 relevant elements of the trust document, that identifies the beneficiaries/trustee of the trust or the trustor/grantor of the trust. In addition, it must include details of the trustee's powers.
- 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.

#### 4.1.2.5.5 Properties with Occupant and Non-Occupant Owners

Some properties may have non-occupant owners in addition to qualifying owners who meet the primary residence and occupancy requirements. The Program will not require non-occupant owners to sign Program documents or provide income information. However, in some cases, builders may require all owners to execute contracts, or there may be other non-Programmatic local requirements that require all owners to sign off on documents. In such cases, if Applicants need help coordinating with all owners, Applicants may be referred to legal aid services.

For all ownership situations, ReOregon and OHCS are not liable for any dispute arising between owner-occupants and non-occupant owners.

#### 4.1.2.5.6 Applicants Unable to Prove Ownership

If the Applicant is unable to provide sufficient proof of Ownership, the Program may carry out reasonable additional efforts to verify Ownership, including:

- Obtain an abbreviated title report to determine current Ownership in addition to Ownership as of a date prior to September 7, 2020; or
- Conduct any further reasonable investigation or require further information or documentation from the Applicant as may be necessary to determine Ownership.

#### 4.1.2.6 Mortgages & Chattel Loans

If there is an outstanding mortgage or chattel loan recorded against the property in question, to be eligible for Program assistance, the Applicant must do the following prior to grant award:

- Demonstrate that the Mortgage is not Delinquent or in Default by doing one of the following:
  - Attest that they have not received a notice of default or foreclosure on the damaged property, and they are current with Mortgage and Chattel Loan (Mortgage) payments as demonstrated by:
    - A copy of the most recent Mortgage statement.
  - Have a formal payment plan with their Mortgage holder to prevent the foreclosure of the property. In such cases, acceptable documentation of the formal payment plan includes, but may not be limited to:
    - A copy of the most recent Mortgage statement
    - A copy of the formal payment plan if applicable, or a recent letter from their Mortgage company indicating the status of the Mortgage delinquency or foreclosure, indicating they are working with the Applicant to resolve any delinquencies.
- Submit a Lender Consent to Applicant Home Rehab/Replacement Form where the Lender attests that they are aware of the program application submission and that any prior loan on the current dwelling shall transfer directly to the new structure.

Otherwise, the Case Lead should refer the Applicant to Housing Counseling or Legal Services using the referral form.

##### 4.1.2.6.1 Property Tax Delinquency

To be eligible for the Program, Applicants must do one of the following:

- a. Attest they are current on property taxes, as demonstrated by property tax records confirmed by the Program Representative. If the Representative cannot verify, the Applicant must provide:
  - A copy of the property tax statement, showing no delinquent taxes are owed.

- b. Have an approved Installment Agreement or tax exemption from their local jurisdiction. In such cases, acceptable documentation to support the approved Installment Agreement or exemption includes, but may not be limited to:
  - A copy of the approved property tax Installment Agreement.
  - A letter of tax exemption from the local jurisdiction including the time period of exemption, if applicable.
- c. The Applicant is provided an opportunity to cure property tax delinquencies, see [Opportunity to Cure Ownership Issues](#).
- d. If the Applicant indicates they need help in curing tax delinquencies, the Program Representative will refer the Applicant to Housing Counseling or Legal Services using the referral form.

#### 4.1.2.6.2 Opportunity to Cure Ownership Issues

Applicants who do not meet Program requirements for ownership due to a) delinquent taxes or liens or b) mortgage delinquency or default may cure those issues, as described below:

- **Delinquent Taxes or Liens:** If applications are identified as having delinquent taxes or other liens on the property which potentially prohibit them from obtaining a construction permit, the Program notifies the Applicant that they must meet one of the following conditions prior to grant award:
  - Become current on the debt, or
  - Provide proof of an approved payment plan, or
  - Provide documentation from the permitting authority stating that the issue does not prevent permitting for the project.

In order to move forward with application processing and be considered eligible for assistance, the Applicant must agree to request Housing Counseling Services for assistance resolving the tax delinquency or other lien that may cause a barrier to construction permitting.

- **Mortgage Delinquency or Default:** For those Applicants who are not current on their Mortgage statement and are not in a formal payment plan, the Program notifies the Applicant that they must do one of the following prior to grant award:
  - Bring their mortgage current, or
  - Provide documentation of a payment plan

In order to move forward with application processing and be considered eligible for assistance, the applicant must agree to request Housing Counseling Services for assistance resolving the mortgage delinquency or default.

### 4.1.3 Occupancy as Primary Residence

Applicants must have occupied the property as their primary residence on the date of the disaster event (September 7, 2020). Second Homes, vacation homes, and rental properties are not eligible under HARP.

#### 4.1.3.1 Methods to Verify Occupancy and Primary Residence

Methods to verify primary residence are described below. Other primary residence documentation may be considered by the Program on a case-by-case basis, through the Exceptions Panel.

To prove Primary Residence, Applicants provide one of the following:

- FEMA or SBA homeowner eligibility determination listing the damaged dwelling address valid at the time of the disaster event (the Program may verify this through the SBA and/or FEMA data feeds).
- Driver's license or other government-issued identification card listing the damaged dwelling address, valid at the time of the disaster event.
- Homeowner Insurance Policy specifying the home as the primary residence.
- 2020 Tax Return (Form 1040) or Request for Extension, listing the home address.

Or Applicants may provide two (2) of the following alternative documents:

- Utility bill or 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 September 2020 and must match a name and address on the Program application. Bills must reflect usage of services indicative of occupancy.
- Credit card bill or bank statement sent to Damaged Property in the month preceding or month of September 2020 and matching a name and address on the Program application.
- Voter registration roll from local elections department listing the Applicant's name at the damaged dwelling address, valid at the time of the disaster event.
- School registration listing a name and address on the Program application.
- Federal Benefits Documentation (e.g., WIC, Medicare, Unemployment, TANF) listing both the Applicant's name and the address of the damaged home.

#### 4.1.3.2 Special Circumstances Related to Occupancy

The Program will apply the occupancy policies below to certain special circumstances. Additional special circumstances will be reviewed and may be approved on a case-by-case

basis through the Exceptions Panel. In evaluating such exceptions, the Program will seek to serve Applicants who intend to return to the rehabilitated or replaced home and to preserve safe, stable housing for wildfire survivors. Regardless of meeting the below special circumstances, the Program will not assist properties that the Applicant intends to maintain as rental property only.

For any of the following circumstances, Applicants will need to provide additional third party evidence that documents their special circumstance to determine whether they meet the Occupancy requirement.

- **Active-duty military personnel** who own an eligible disaster-damaged home, but who are currently assigned to duty away from their home or were assigned to duty away from their home at the time of the disaster, are eligible to apply.
- **Applicants incapacitated due to illness or other medical needs** who own an eligible disaster-damaged home and who are currently incapacitated or were incapacitated at the time of the disaster are eligible to apply. If the Applicant is currently incapacitated, 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.
- **Applicants who were incarcerated at the time of the disaster but are no longer incarcerated** who own an eligible disaster-damaged home are eligible to apply for the Program. If the Applicant is incarcerated at the time of application, the Applicant must give someone Power of Attorney on their behalf. The damaged home could not have been used as a rental property at the time of the disaster or currently be in use as a rental property.
- **Nursing home or assisted living:** Applicants under Phase I or II who were in a nursing home at the time of the disaster or who have moved to a nursing home since the disaster are eligible to apply only when the Applicant or at least one of the primary occupants from the time of the disaster will return to the rehabilitated or replaced home, excluding Tenants.
- **Heirship properties:** Applicants of heirship properties (see [Section 4.1.2.5.3 Heirship](#)) must be able to show they occupied the property as their primary residence on the date of the disaster.

Regardless of the special circumstances, all eligible Applicants must be able to comply with the terms of the Program Grant Agreement and Associated Documents.



## 4.2 Property Eligibility Criteria

### 4.2.1 Overview

To be eligible for the Program, damaged properties must meet the following criteria. Additional information on how to meet these criteria are described further in this section. The Damaged Property must:

- Have sustained verifiable damages as a result of the 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562).
- Be located in one of the eight eligible counties.
- Be an eligible structure. If, during application and/or construction, it is discovered that some or all of the home will not be allowed to be reconstructed, replaced, or rehabilitated as per local and state land use restrictions or the home and/or its components were not permitted appropriately prior to the disaster, some or all of the home may be determined to be ineligible.

### 4.2.2 Property Damage

Eligible properties must have sustained verifiable damages, as a direct result of the 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562). Verification that the home was damaged can be completed through the methods described below.

#### 4.2.2.1 Third-party Damage Verification

Applicants are requested to provide evidence to support the verification of damages, the Program will consider any of the following.

- Damage Assessments
  - Assessments or letters issued by a state or local government agency (e.g., fire department or county emergency management), which demonstrate that damages were sustained during the disaster.
- Disaster Assistance Identifying Sustained Damages
  - Documents from Federal (including FEMA or SBA award letters with description of qualifying costs), state, insurance, or other sources, which may include verified home loss, insurance adjuster estimates, or property payout.
- Before and After Pictures of the Property
  - The photos must be date stamped to show conditions before the disaster and after disaster. After images must be taken on or after September 7, 2020.

- Property results from the Jackson County Fire Damage Assessment Dashboard
  - Fire Damage Assessment Dashboard results can be used if the Applicant is unable to provide other proof of damage from the disaster and the structure was located in Jackson County.
- This information may be supplemented and verified by OHCS mapping of the burn scar area or a Program damage verification assessment.

At the time of the disaster there were COVID-19 restrictions in place that affected the ability of inspectors to perform on-site damage assessments. Therefore, remote inspections and award determinations from the sources above are acceptable for verifying the property was damaged during Program Intake.

Final property damage verification will occur during the Program inspection process of application. In such cases, Program inspectors conduct onsite damage assessments to verify property damages. For all properties, inspectors will document the damage to the property, document the work completed to date, and document what Rehabilitation or Reconstruction work still needs to be done to meet Program standards and requirements.

The Program will make the ultimate determination as to the eligibility of the damages. If the Program cannot verify damages to the property, the project is ineligible.

#### 4.2.2.2 Status of Replacement or Rehabilitated Home at the Time of Inspection: Housing Quality Standards

Eligible homes will have remaining Rehabilitation or Replacement needs at the time of the Program's damage assessment. Homes that the Damage Assessment finds are safe and sanitary, defined as meeting [HUD's Housing Quality Standards](#), are not currently included in any of the Program phases, as their recovery work is considered "complete."

Applicant home conditions that the Program does not consider meeting HQS:

- Applicants residing in **FEMA Transportable Temporary Housing Units (FEMA TTHU) or Temporary Housing Unit (THU)**, whether rented or purchased, are eligible to apply because they are not considered to have "completed" their recovery, regardless of the condition of the home.
- Applicants with standing burned hazard trees that threaten the safety of the primary home, as determined by the local jurisdiction.

### 4.2.3 Location

To be eligible, damaged properties must have been located in one of the following eight counties:

- Clackamas
- Douglas
- Jackson
- Klamath
- Lane
- Lincoln
- Linn
- Marion

### 4.2.4 Structure Types

#### 4.2.4.1 Eligible Structure Types

Structure type may be verified by any of the Ownership documents listed above and/or during the property Damage Assessment/inspection process.

Eligible structure types include:

- Single-unit stick-built and Modular Homes
- Mobile, prefabricated, and Manufactured Homes
- Multiplexes, including duplexes, triplexes, quads, townhomes, and condominiums with 4 or fewer units.
- Multiplexes with 5 or more units. These Applicants are limited to participating in the Alternative Site Path and must have sold their unit before applying to the Program. The Program will not Rehabilitate or Reconstruct Multiplexes with 5 or more units.

##### 4.2.4.1.1 Single-unit Stick-built and Modular Homes

Single-unit stick-built and Modular Homes that were properly permitted and allowable per local/state codes on owned or leased land are eligible.

##### 4.2.4.1.2 Mobile, Prefabricated, and Manufactured Homes

Mobile and Manufactured Homes that were properly permitted and allowable per local/state codes on owned or leased land (including manufactured housing parks) are eligible.

#### 4.2.4.1.3 Multiplexes with Four or Fewer Units

The owner of each multiplex unit may apply for assistance for the unit under their Ownership. Condominium and homeowner associations are not eligible to apply for assistance. Written approval of the scope of work identified in the Damage Assessment from the condominium or homeowner association must be obtained by the Applicant prior to commencing the Rehabilitation work. In addition, the condominium or homeowner association may be required to submit insurance or related information for any assistance that may be duplicative with HARP (see Section [6.3 Duplication of Benefits](#)).

- In the circumstances where there are different owners of each unit in the condominium who occupy each unit separately, each unit shall be treated as a separate Damaged Property and each owner must apply for assistance for his or her individual unit.
- For any of the units in the multiplex to be eligible for Program assistance, there must be a clear plan and commitment of resources in place for the entire structure to be rebuilt, even if all units are not eligible under HARP.
- Units in buildings consisting of four units will be reviewed for additional compliance requirements with the design and construction requirements of the Fair Housing Act's Fair Housing Accessibility Guidelines. If HARP assistance triggers such compliance requirements, the program may pay for a prorated or full share of those additional costs, and will be assessed through the Exceptions Panel.

If any Applicant-owned unit in the multiplex is a rental unit and occupied by a Tenant, all URA notifications must be issued and URA requirements followed. Applicants are prohibited from evicting a Tenant for the purpose of applying or participating in the Program and will be ineligible for assistance if they do so. Applicants with a vacant rental unit will be advised not to enter into a lease for the property and will be provided a copy of the "Move In" Notice to be issued to any prospective Tenants prior to them signing a lease should they elect to rent the unit prior to construction. This notice informs prospective Tenants that they will not be eligible for relocation assistance if they become displaced by Program related activities. For additional information on URA requirements, see Section 10 [Uniform Relocation Act \(URA\)](#).

#### 4.2.4.1.4 Multiplexes with Five or More Units

- Owners of units in 5+ unit multiplexes are limited to participating in the Alternative Site Path and are subject to all the conditions, maximum awards, and other terms associated with that Path. The Program will not Rehabilitate or Reconstruct Multiplexes with 5 or more units.

## 4.2.5 Ineligible Property Types

The following types of properties are ineligible for assistance under HARP:

- Properties located in a Floodway.
- Second homes.
- Foreclosed homes.
- New owners of sold damaged homes or properties.
- Properties prevented from receiving construction permits.
- Recreational vehicles (RVs), travel or camper trailers, and boats.
- Detached and other structures.
- Unpermitted housing units (e.g., shelters or dwellings not allowed by local codes or not built to code, etc.).
- Mixed use buildings, fences, outbuildings, other property improvements other than the primary residence

### 4.2.5.1 Properties Located in a Floodway

CDBG-DR funds may not be used to improve, rehabilitate, or replace housing structures located within a **Floodway**. This means that any home that was located within a Floodway and was damaged during 2020 disasters may not be reimbursed, Rehabilitated, or reconstructed under HARP. Owners of damaged homes on leased land that were located in the Floodway may still be eligible for the Program, but the new Replacement housing unit must be installed outside of both the Floodway and the floodplain. Stick-built homes on owned land, located within a Floodway, will not be eligible for Rehabilitation or Reconstruction assistance. The Program will verify whether the property is in the Floodway using local or FEMA floodplain maps.

### 4.2.5.2 Second Homes

Properties that served as Second Homes at the time of the disaster, or following the disaster, are not eligible for HARP assistance. A Second Home is defined by HUD as a home that is not the primary residence of the owner, a Tenant, or any occupant at the time of the disaster or at the time of application for CDBG-DR assistance.

### 4.2.5.3 Foreclosed Homes

Homes in foreclosure are not eligible for assistance under HARP.

#### 4.2.5.4 New Owners of Sold Homes or Properties

Homeowners who purchased a damaged home since the disaster, if they were not occupants or owners at the time of the disaster, are not eligible for assistance.

#### 4.2.5.5 Properties Prevented from Receiving Construction Permits

The property owner must be current on their property taxes and special assessments on their damaged home or provide evidence that delinquent payments or liens will not prevent the permitting authority from issuing construction permits.

#### 4.2.5.6 Recreational Vehicles, Travel Trailers, and Boats

While many recreational vehicles (RVs), travel trailers, and boats served as the primary residence for many disaster survivors, CDBG-DR assistance may not be used to replace damaged vehicles. Impacted residents whose recreational vehicles or travel trailers served as their primary residence at the time of the disaster may apply for assistance under the Homeownership Opportunities Program. Program guidelines for that program will be posted on [re.oregon.gov](https://re.oregon.gov).

Applicants who owned an eligible structure, but requested and received assistance from other state recovery Programs to purchase an RV as their preferred form of permanent housing are not eligible for HARP assistance.

#### 4.2.5.7 Detached Structures and Other Structures

The Program does not provide assistance to Applicants for unpermitted additions, non-contiguous foundations, detached structures including garages, 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. See [Site Work and Additional Eligible Activities](#) for limited exceptions.

#### 4.2.5.8 Unpermitted, Non-Conforming Use Housing Structures

The Program cannot rehabilitate or replace housing that did not or does not meet local or state zoning and code requirements or housing for which the permitting authority is not authorized to issue construction or installation permits. Unpermitted structures are ineligible. Therefore, owners of damaged homes that were unpermitted (including MH) or non-conforming housing structures are ineligible for Program assistance. These Applicants may apply for assistance through the Housing Support Services Program.



#### 4.2.5.9 Mixed-Use Buildings

Mixed-use buildings (commercial and residential) are ineligible structure types and will not be funded for Rehabilitation 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 assistance. Additionally, a residential structure converted for full or partial use as a commercial structure may not be funded for Rehabilitation or Reconstruction by the program. However, buildings in which an Applicant with a home-based business writes off a portion of their structure for tax purposes will not generally be considered ineligible for this reason.

### 4.3 Income Verification Standards

#### 4.3.1.1.1 Verifying Income

Income limits are published by HUD and vary by county and household size. They are posted on [re.oregon.gov](https://re.oregon.gov). The income definition used is annual income as defined by the IRS as “Adjusted Gross Income.” Applicants certify total household income on the application. To determine income eligibility, the Program will consider income of all Household members 18 years of age or older. The Household members include all permanent members who will be living in the Program-replaced or reconstructed home. The Program will calculate the income limit based on the county of the damaged property and the household’s size and income. This calculation will be used to determine which phase of the Program the Applicant is eligible for at that time.

All Applicants must provide required income documentation for the household, which will depend on the circumstances of the household. All Applicants must certify whether they anticipate their income and/or Household composition to change within the following twelve (12) months. If changes are anticipated or occur during Program processing, the Program may request additional documentation to calculate and project income.

The HUD published income limits remain in effect until HUD’s effective date of the Income Limits published for the subsequent year. The Program will consider an Applicant’s household income based on the income limits published at the time of processing, for the location of the damaged property. If the HUD income limits change after the income determination is made, then the Program will not automatically re-assess the Applicant’s income based on the new income limits. Income determinations are valid for 12 months from the date of income verification. Exceptions to this may be made if the household’s income has changed since the initial income verification, if the Applicant requests a reassessment of income, and other circumstances, through the Exceptions Panel.

If an Applicant has not yet signed a Grant Agreement within 12 months of the date of their income determination, the Program will require a re-certification of income as required by CDBG-DR funding rules.



# **HARP Project Types**

# 5 HARP Project Types

## 5.1 Program Home Recovery Pathways

Eligible Applicants may participate in one of the following project types, subject to the terms, responsibilities, conditions, and award limitations described throughout this document. Depending on the specific project status and site conditions, the paths may also include additional assistance for eligible site work, mitigation, and/or Optional Relocation Assistance, Pad Lease Assistance, or Flood Insurance Assistance:

### 1. Manufactured Home Replacement Path

- a. Replacement of a substantially damaged or destroyed Manufactured Home to be installed on currently owned or leased land, with generally the same footprint as the damaged structure in generally the same size and configuration.
- b. Replacement of a substantially damaged or destroyed Manufactured Home to be installed in a park, or other land requiring a lease, with generally the same footprint as the damaged structure in generally the same size and configuration. This includes replacement assistance for Applicants (limited to income below 120% AMI) whose homes were on owned land, and they sold their land before 12/31/2023.
- c. Replacement units must have never been previously installed. Relocating previously used units from one site to another is not allowable.

### 2. Reconstruction Path

- a. Reconstruction of a stick-built home on the same property as the damaged structure in generally the same size and configuration.
- b. Reconstruction of a stick-built home on newly owned or leased land, in generally the same size and configuration as the damaged structure.
- c. Rebuild a stick-built home where there was a damaged Manufactured Home.

### 3. Rehabilitation and Retrofit Path

- a. Rehabilitation (repairs and/or retrofits) of damaged or replacement homes, to make the improvements needed:
  - i. For the home to pass HQS and other eligible Program standards; and/or
  - ii. Address hazardous site conditions that threaten the home.

#### 4. Home Purchase Path

- a. Homeownership assistance for Applicants (limited to income below 120% AMI) whose homes were on owned land and they sold their land prior to 12/31/2023, or for Applicants whose damaged homes were on leased land and intend to invest in a move-in ready home.
  - i. Purchase an existing MH home in place that's move-in ready
  - ii. Purchase an existing stick-built home that's move-in ready.

#### 5. Reimbursement Path

- a. Reimbursement for eligible rehabilitation, reconstruction, and replacement costs in response to the 2020 Labor Day Disasters.

## 5.2 Award Calculation and Maximum Award Caps

### 5.2.1 Overview

The **Maximum Award Caps** are set based on the type of unit (e.g., double wide or single wide, size of damaged unit, number of bedrooms, etc.) for which the applicant is eligible, which will be based on the household size or the comparable size of the damaged home, and damaged property type (leased land vs owned land). Award caps vary based on the program pathway.

In addition to the Maximum Award Caps allowed for the Replacement or Rehabilitation of a home, Applicants may be eligible for additional assistance for necessary and allowable site work. Impacted homeowners should not plan on receiving the maximum dollar amounts of assistance included in the sections below, as the Program anticipates that on average, actual awards will be much lower than the published maximum award amounts. The maximum award will be reduced based on duplicative assistance received (see [Duplication of Benefits](#)). For all Applicants, the Program will provide a detailed breakdown of the value of their award.

For both Program-managed and Homeowner-managed Projects, the Program will pay the Contractors directly and the homeowners will not receive payments from the program for housing activities.

### 5.2.2 Cost Reasonableness

The Program will review all projects for cost reasonableness. When projects are determined to be unreasonable from a cost perspective, Applicants may in some instances be required to identify different recovery options. ReOregon Case Leads will explain



Applicants' path options and the limitations of awards at various points throughout the Application process, including during intake, award notification, and grant execution.

Eligible construction costs will primarily be determined by ReOregon Staff, using Xactimate or other cost estimating software during the Damage Assessment. However, the Program may also determine eligible costs through multiple construction bids or quotes or other means determined by OHCS in specific instances when unable to be identified through normal estimating methods.

The total award will be adjusted to be the lesser of the amount of the eligible costs for the project or the Maximum Award Cap (less **Duplication of Benefits (DOB)**). The Applicant will not be awarded funds in excess of actual costs needed to complete the project, as part of the Home Recovery Award. As an example, if the Applicant is eligible for the MH Replacement double-wide Maximum Award Cap but has already begun purchase and install a double-wide unit for less than that amount, the award will be reduced to reflect the actual costs incurred. In this example, the Applicant may apply for reimbursement, subject to a DOB review.

### 5.2.3 Reconstruction Awards

If the damaged home was a stick-built home (which includes Modular homes that were built to local codes, per stick-built/site-built home requirements), the Maximum Award for the Reconstruction of the damaged home will be determined by:

- a. An assessment of the work completed prior to the Program inspection (**Work in Place**, or WIP), and
- b. An assessment of work remaining to be completed (**Estimated Cost of Repairs, (ECR)**), based on the eligible living square footage of the damaged home.

**Program-Managed Project Award Maximum:** The program will pay up to 100% of the eligible costs, less duplication of benefits.

**Homeowner-Managed Project Award Maximum:** Reconstruction awards are capped at \$277 per square foot of the original eligible home size (the "**Reconstruction Multiplier**"). Additional details and limitations on the award calculation process are:

- Reconstruction project awards will be based on no more than 2,000 square feet of the original structure. The Program may consider exceptions to this limitation through the Exceptions Panel if Household size or composition require exceeding this limit.
- When assessing the damaged home square footage for the award calculation, the Program does NOT include square footage from external attached structures, structures connected by breezeway, areas outside the main conditioned space of the



home, non-contiguous foundations, detached structures including garages, carports, or decks larger than necessary for ingress and egress to the home even though these items are typically covered by insurance claims.

- While the maximum award may not exceed \$277 per square foot for up to 2,000 square feet, the actual WIP and ECR assessments are based on the cost of building materials as calculated by the Program using cost estimating software.
- The WIP report will only be used to reduce the calculation of the Applicant's duplicative assistance; any reimbursements will be subject to the Reimbursement award maximum.
  - The WIP and ECR are calculated based on an on-site assessment and a pricing list. See [Sources of Estimate Data](#).
- Pricing is subject to change based upon Program review and approval and at the Program's discretion.
- If the Applicant no longer has access to the land on which the Damaged Property was located or if the Program determines that the Applicant cannot rebuild on the site of the damaged property, the Applicant will only be eligible the Alternative Site location. See [Alternative Site Applicability](#).
- Mobilization and documentation including plans, equipment, permits, elevation certificate, other required documents, services necessary for construction (power, water), etc.
- Materials and labor necessary to construct the home to Program standards and connect to existing services.
  - Replacement of appliances necessary for occupancy. Grantees are required to use funds to assist with the purchase of ENERGY STAR certified appliances where appliances are being replaced.
  - If the Applicant is required to vacate the property or move their belongings to storage, they may be eligible for a supplemental award for Temporary Housing, see [Optional Relocation Assistance \(ORA\)](#).

Assistance for additional site work will be determined in accordance with Site Work and Additional Eligible Activities.

See [Deviation from Eligible Scope](#) for additional guidance related to what may not be allowable and/or eligible scope items or activities.

## 5.2.4 Rehabilitation and Retrofits Awards

Rehabilitation may be applicable to both manufactured and stick-built homes and Applicants may be eligible for Rehabilitation assistance under the following circumstances:

- The damaged structure does not require Reconstruction or Replacement as the home was not substantially damaged and/or does not exceed the Rehabilitation Thresholds described below, OR
- The Applicant has already purchased and installed a stick-built or Manufactured Home that does not meet HQS standards. (See [Site Requirements](#)).

A site inspection will be performed to document the remaining items to be completed and create a scope of work. Rehabilitation scope excludes items that are not necessary to achieve Program standards as well as upgrade of materials, floorplan changes or remodeling, and exterior elements that do not contribute to the habitability of the home. See [Deviation from Eligible Scope](#) for additional guidance related to what may not be allowable and/or eligible scope items or activities.

**Rehabilitation Stick-Built or Manufactured Home Award Maximum:** The specific award each applicant is eligible to receive is based on the remaining itemized costs to rehabilitate the damaged home to program standards.

### 5.2.4.1 Minimum Repair Threshold for Eligibility

Projects must meet one of the following two criteria:

1. A minimum of \$3,000 in remaining repairs to be eligible for program assistance. This minimum repair amount is determined during the scope of work inspection and is the cumulative total of all eligible repair items identified by the damage assessor at the time of the inspection.
  - a. In cases where an HQS inspection is conducted, cases must fail on one or more items
2. An ADA and accessibility need and associated project scope.

The \$3,000 minimum amount only includes items that contribute to the habitability of the home, see HQS. It does not include items and their amounts that are in excess of the corresponding program amount in the approved price list, see [Sources of Estimate Data](#). Additional improvements such as mitigation, resilience, and fire hardening are not included within the calculation when determining if the remaining repairs meet the minimum repair threshold.

**Examples:**

- A home that needs a faucet installed and paint, and the total repair amount is \$1,500, does not meet the minimum repair threshold necessary to move forward.
- A home that needs ADA accessibility features, and has \$0 in other repair items, will not be subject to the minimum repair threshold requirement.
- A home that requires ADA accessibility features, a faucet installation, paint, for a total repair amount of \$2,500, will not be subject to the minimum repair threshold requirement.

The Program may review this threshold periodically and, as a result of the review, may revise or eliminate the threshold. Additionally, the Program may elect to make specific exceptions to this policy in certain circumstances based on case reviews by the Exceptions Panel.

#### 5.2.4.2 Rehabilitation Thresholds

Rehabilitation to damaged homes, or retrofits to purchased or partially rebuilt homes are only considered if the project meets the following thresholds, otherwise the Applicant will only be eligible for Replacement or Reconstruction:

- **Manufactured Home Rehab Threshold:**
  - The manufacturing date of the home is after 1995, and
  - The damage estimate for Rehabilitation and/or retrofits to a damaged or pre-Program purchased unit are under \$50,000. If the estimated cost of Rehabilitation required to return the property to Program standards exceeds this amount, the Applicant will only be eligible for Replacement.
  - Exceptions to the replacement requirement to the pre-1995 date will be reviewed on a case-by-case basis with Applicants. These cases are still subject to the \$50,000 rehabilitation threshold *listed above*.
- **Stick-built Homes Rehab Threshold:**
  - The estimated cost of Rehabilitation and/or retrofits is less than 80% of the cost of Reconstruction (Rehabilitation Threshold). If the estimated cost of Rehabilitation required to return the property to Program standards exceeds this amount, the Applicant will only be eligible for Reconstruction or Replacement.

For projects that are underway at the time of application, the Program will also assess the value of the retrofits to make the manufactured or stick-built home compliant with the applicable green building, mitigation, resilience, and/or Energy Efficiency Standards. See [Project Standards](#). The Program will assess proposed assistance for retrofit items

based on factors such as overall project scope, need, benefit, and participant impact due to displacement and relocation.

The Program reserves the right to make the determination that Reconstruction or Replacement may be the only option available for those homes where Rehabilitation and retrofits are technically or financially infeasible.

### 5.2.5 Manufactured Home Replacement Awards

The maximum award for a Replacement Manufactured Home is based on the same structure as other awards, based on the damaged unit, less any duplication of benefits. Applicants who have remaining costs (the outstanding balance or amount owed on an existing purchase agreement) to purchase a Replacement unit not yet installed, will be evaluated for cost reasonableness, to determine the maximum based on the cap. Applicants whose damaged home was a Manufactured Home may choose to apply their maximum award toward the construction of a stick-built or Modular Home, but their award caps are based on the original Manufactured Home size and damaged property type (leased or owned land).

If any portion of the damaged/destroyed structure is or was a Manufactured Home, the entire structure will be classified as a Manufactured Home. Manufactured Homes will be treated as either a single-wide or double-wide Manufactured Home, based on the size and layout of the original Manufactured Home, and does not include additions or attachments to the original Manufactured Home (decks, carports, etc.).

If it is not clear whether a home was a single-wide or a double-wide, the Program will determine the square footage of the damaged Manufactured Home and, if the unit was less than 1,100 square feet, the Applicant will be eligible for the Single-Wide Maximum. If the Manufactured Home was 1,101 square feet or greater, the Applicant will be eligible for the double-wide unit maximum.

Manufactured Home Size Award Maximum:

- Single Wide Maximum: \$150,000
- Double Wide Maximum: \$277,500

Elements included within the Manufactured Home Maximum Award Cap generally include:

- Mobilization and documentation including equipment, permits, elevation certificate, other required documents, services necessary for installation (power, water), etc.
- All materials and labor necessary to connect to existing services.

- For details specific to project sites that are different from the damaged home site, see [Alternative Site Applicability](#).

Assistance for additional site work activities will be determined in accordance with [Site Work and Additional Eligible Activities](#).

#### 5.2.5.1 Manufactured Home Delivery, Site Work, and Installation

MH Replacement participants may be eligible for additional assistance for remaining delivery, site preparations, installation, and/or improvements necessary to meet local, state, federal, MH Park or other site improvement requirements. Eligible costs will be assessed based on what is required and a review of the Applicant's agreement to ensure none of these costs are included in the purchase price of the home or the responsibility of the landowner or MH Park. Eligible additional items may include the items listed below.

- Costs to transport a new unit to an eligible site, including permitting. (Relocating a used unit from one site to another site is not allowable.)
- Costs to install a housing unit, per federal, state, local codes and park or HOA requirements. These costs include such items as:
  - Installation of a housing unit
  - Permitting
  - Siting
  - Pad repairs or resurfacing

Applicants may refer to the cost table determined in accordance with [Site Work and Additional Eligible Activities](#).

#### 5.2.5.2 Exception: Parks with Modular Homes

If an Applicant selects to move into a park that only hosts non-mobile modular homes, rather than manufactured homes, then an exception may apply to the award maximum, and will be determined through the Exceptions Panel. These parks are referred to as **Affordable Manufactured Dwelling Parks**, that receive state or other funding that requires the park to be restricted as affordable through a regulatory agreement. Affordable Manufactured Dwelling Parks are typically owned by housing authorities, non-profits, local governments, or resident cooperatives, as referenced under Oregon Administrative Rules chapter 813 division 027.

### 5.2.5.3 Minimum Repair Threshold for Eligibility

Projects must meet one of the following two criteria:

1. A minimum of \$3,000 in remaining repairs to be eligible for program assistance. This minimum repair amount is determined during the scope of work inspection and is the cumulative total of all eligible repair items identified by the damage assessor at the time of the inspection.
  - a. In cases where an HQS inspection is conducted, cases must fail on one or more items
2. An ADA and accessibility need and associated project scope.

The \$3,000 minimum amount only includes items that contribute to the habitability of the home, see HQS. It does not include items and their amounts that are in excess of the corresponding program amount in the approved price list, see [Sources of Estimate Data](#). Additional improvements such as mitigation, resilience, and fire hardening are not included within the calculation when determining if the remaining repairs meet the minimum repair threshold.

Examples:

- A home that needs a faucet installed and paint, and the total repair amount is \$1,500, does not meet the minimum repair threshold necessary to move forward.
- A home that needs ADA accessibility features, and has \$0 in other repair items, will not be subject to the minimum repair threshold requirement.
- A home that requires ADA accessibility features, a faucet installation, paint, for a total repair amount of \$2,500, will not be subject to the minimum repair threshold requirement.

The Program may review this threshold periodically and, as a result of the review, may revise or eliminate the threshold. Additionally, the Program may elect to make specific exceptions to this policy in certain circumstances based on case reviews by the Exceptions Panel.

### 5.2.5.4 Rehabilitation Thresholds

Rehabilitation to damaged homes, or retrofits to purchased or partially rebuilt homes are only considered if the project meets the following thresholds, otherwise the Applicant will only be eligible for Replacement or Reconstruction:

- Manufactured Home Rehab Threshold:
  - The manufacturing date of the home is after 1995, and



- The damage estimate for Rehabilitation and/or retrofits to a damaged or pre-Program purchased unit are under \$50,000. If the estimated cost of Rehabilitation required to return the property to Program standards exceeds this amount, the Applicant will only be eligible for Replacement.
- Exceptions to the replacement requirement to the pre-1995 date will be reviewed on a case-by-case basis with Applicants. These cases are still subject to the \$50,000 rehabilitation threshold listed above.
- Stick-built Homes Rehab Threshold:
  - The estimated cost of Rehabilitation and/or retrofits is less than 80% of the cost of Reconstruction (Rehabilitation Threshold). If the estimated cost of Rehabilitation required to return the property to Program standards exceeds this amount, the Applicant will only be eligible for Reconstruction or Replacement.

For projects that are underway at the time of application, the Program will also assess the value of the retrofits to make the manufactured or stick-built home compliant with the applicable green building, mitigation, resilience, and/or Energy Efficiency Standards. See [Project Standards](#). The Program will assess proposed assistance for retrofit items based on factors such as overall project scope, need, benefit, and participant impact due to displacement and relocation.

The Program reserves the right to make the determination that Reconstruction or Replacement may be the only option available for those homes where Rehabilitation and retrofits are technically or financially infeasible.

### 5.2.6 Home Purchase Awards

The Home Purchase Pathway is available to eligible Applicants who are still displaced, have not purchased a new property or land, are unable to return to their damaged site, and are under 120% AMI. Applicants who are eligible to purchase a move-in ready home can apply for homeownership assistance to be located at a new site.

The homebuying markets in the 8 MIDs in Oregon are more constrained and less affordable than they were prior to the 2020 Labor Day Fires. As such, for eligible Applicants to be able to participate in HARP and move into stable, affordable housing, the Home Purchase awards are being structured to reflect the current housing market prices (as of fall 2024) and allow for eligible Applicants to access and more quickly purchase and occupy available comparable housing that meets HQS for the applicant's household.

### 5.2.6.1 Home Purchase Award Maximums

Home Purchase awards will be determined based on the type of unit (e.g., size of damaged unit, number of bedrooms, etc.) for which the applicant is eligible, damaged property type (leased land vs owned land), and the Home Purchase Total Need, less any duplication of benefits. For Applicants who sold their land or home prior to applying to the Program, the proceeds of the sale of their primary residence may be factored into the award calculation. Home Purchase awards are based on Participants moving to a new site, as such, awards include an allowance based the damaged property type (leased land vs owned land); See [Alternative Site Applicability](#) for further details.

- Applicants who owned the land at the damaged home site will be eligible for the purchase-in-place multiplier.
- Applicants who leased the land at the damaged home site will only receive the AAMH Unit/Stick-Built allowance, based on the damaged home lost.

#### 5.2.6.1.1 Stick-Built Home Purchase Award Maximums:

When assessing the damaged home square footage for the award calculation, the Program does NOT include square footage from external attached structures, structures connected by breezeway, areas outside the main conditioned space of the home, non-contiguous foundations, detached structures including garages, carports, or decks larger than necessary for ingress and egress to the home even though these items are typically covered by insurance claims.

- Move-In Ready Stick-Built with Land Award Cap: Up to \$316 per square foot
- Move-In Ready Stick-Built without Land Award Cap: Up to \$277 per square foot

#### 5.2.6.1.2 Manufactured Home Purchase Award Maximums:

If any portion of the damaged/destroyed structure is or was a Manufactured Home, the entire structure will be classified as a Manufactured Home. Manufactured Homes will be treated as either a singlewide or doublewide Manufactured Home, based on the size and layout of the original Manufactured Home, and does not include additions or attachments to the original Manufactured Home (decks, carports, etc.). If it is not clear whether a home was a single-wide or a double-wide, the Program will determine the square footage of the damaged Manufactured Home and, if the unit was less than or equal to 1,100 square feet, the Applicant will be eligible for the Single-Wide Maximum. If the Manufactured Home was greater than 1,100 square feet or greater, the Applicant will be eligible for the Double-Wide unit maximum.

- **Move-In Ready Manufactured Home with Land Award Cap:**
  - Single-wide: \$172,800
  - Double-wide: \$319,680
- **Move-In Ready Manufactured Home without Land Award Cap:**
  - Single-wide: \$150,000
  - Double-wide: \$277,500

**Note:** If a deposit was made on a unit that is complete and installed in place, it will be reviewed through the lens of the purchase award standard.

In cases in which an applicant's damaged home was determined to be a single-wide, but their recovery housing will require 3 or more bedrooms based on an HQS determination, applicants will be subject to the double-wide Maximum Award Caps to maximize available housing within the market while adhering to program standards.

#### 5.2.6.2 Home Purchase Determination of Total Need

As 84 FR 28836 makes clear, "Generally, total need is calculated without regard to the grantee's program-specific caps on the amount of assistance" and "For recovery programs of the grantee that do not entail physical rebuilding... the total need will be determined by the requirements or parameters of the program or activity." In the case of home purchases through HARP, the underlying need for home purchase often exceeds the Award caps for two primary reasons:

1. There is an ongoing lack of available housing in the 8 MIDs, which will be exacerbated by a wave of new buyers from HARP.
2. Award caps take into account county-wide averages, but local neighborhood preferences for homebuyers often result in higher prices than the average.

Thus, Applicants who are required, based on market conditions, to spend more than their HARP award for home purchase should be able to use other sources of funding, including additional assistance received from other disaster recovery sources, to cover the remaining need, within reason. If need were established at the same level as the maximum award, then Applicants would be required to pay this difference out of pocket because any additional assistance received would lower their HARP award. Therefore, to provide some flexibility for applicants shopping in often competitive housing markets, provide equitable access to funding, and streamline the process of determining need, while also ensuring costs are reasonable, the State analyzed home purchase costs across the entire set of viable sales within each of the counties, excluding extreme luxury home values and low home values. The State is establishing the following standardized applicant Home Purchase Total Need. The program will also evaluate exception requests, on a case-by-case basis,

if this modest adjustment to need is insufficient to match market demand for homes in the future.

Applicant's Damaged Unit Type/ Damaged Property Type	Home Purchase Total Need (This is not the award cap)
Owned Stick-Built with Land	\$316 per square foot + \$50,000
Owned Stick-Built on Leased Land	\$277 per square foot + \$50,000
Owned MH with Land	Single-wide: \$222,800 Double-wide: \$369,680
Owned MH on Leased Land	Single-wide: \$200,000 Double-wide: \$327,500

Consistent with HARP's handling of scope reductions for construction projects, Applicants may voluntarily opt to purchase a home of lesser value than their determined Home Purchase Total Need. Any home value below the Home Purchase Total Need will be considered a Home Purchase Reduction and will reduce their DOB obligation accordingly. See [Duplication of Benefits](#).

## 5.2.7 Changing Structure Types

### 5.2.7.1 Overview

When an Applicant chooses to switch to a structure type that is different from the originally damaged structure type, the project will generally be subject to the lesser of the two Maximum Award Caps. For example:

- An Applicant's damaged home was a single-wide Manufactured Home. The Applicant chooses to reconstruct a stick-built home. The Applicant is eligible for the single-wide Manufactured Home Maximum Award Cap and *not* the Reconstruction Maximum Award Cap.
  - When selecting this path, Applicants are subject to the limitations and requirements of the Stick-built path.
- An Applicant's damaged home was a stick-built home that requires Reconstruction. The Applicant chooses to replace the damaged home with a single-wide Manufactured Home. The Applicant is otherwise eligible for the Reconstruction cap, but will only be awarded up to the single-wide Manufactured Home Maximum Award Cap.

### 5.2.7.2 Stick-built to Manufactured Home

Applicants may choose the Manufactured Home Replacement path instead of a Reconstruction path. When selecting this path, Applicants are subject to the limitations and requirements of the Manufactured Home Replacement path.

In such cases, while the Applicant is otherwise eligible for the Reconstruction Maximum Award Cap, the Applicant's award will be limited to the MH Replacement Maximum Award Cap. The table below converts the size of the original stick-built home to an equivalent Manufactured Home:

Original Stick-Built Home Size	Converted MH Replacement Home Size
Damaged unit was 1,100 square feet or less	Single-wide MH Unit Maximum
Damaged Unit was 1,101 square feet or greater	Double-wide MH unit Maximum

### 5.2.8 Site Work and Additional Eligible Activities

Applicants may be eligible for additional assistance for site work if their eligible property meets the Status of Recovery requirements for the appropriate Phase, see [Program Phases](#) for additional detail. These activities are not eligible as stand-alone activities if the home does not need to be repaired, reconstructed, or replaced. Exceptions may be considered through the Exceptions Panel if the Applicant is not able to obtain a certificate of occupancy or equivalent due to the site conditions.

The award amount for such activities will be determined through the Damage Assessment and scope of work development process and do not count towards the award amount when determining compliance with Maximum Award for Reconstruction, Rehabilitation, or Replacement. See [Inspections and Environmental Reviews](#).

Eligible site work and other related costs up to the amounts determined by the Program's estimating software may include the following, subject to the conditions of the site and cost reasonableness:

- Replacement carport.
  - The Program may provide assistance for a replacement carport. Assistance for garages will be permitted only if required by the MH Park, homeowners' association, insurance, and/or local governments.
-

- Deck, ramp or stairs required to access the home.
  - Additional assistance may be provided for more decking required by the MH Park or homeowner’s association beyond what is included within the allowance.
- Costs to comply with wildfire hardening, floodplain, and other disaster mitigation local, state, and/or federal requirements when retrofitting existing homes.
  - All reasonable efforts will be made to comply with Oregon Residential Specialty Code: R327.4 Wildfire Hazard Mitigation where practicable and feasible, including retrofitting partially completed projects to comply with certain fire hardening standards (e.g., roofing, siding, venting), described in [Project Standards](#).
  - Underground utility connections to homes.
  - Clearing standing burned trees that pose a hazard to rehabilitated, reconstructed, or replaced homes or access to those homes.
    - **Note:** General landscaping costs are not eligible for assistance.
  - When a home is located in a Special Flood Hazard Area (SFHA) or the 100-year floodplain: The home must be elevated to the greater of 3 feet above Base Flood Elevation or to levels required by local building codes. Homes which require elevation will undergo a cost and structural analysis to determine if Reconstruction/Replacement is the safer or more cost-effective path.
- Abatement costs to comply with HUD compliance related to hazardous materials (such as asbestos and lead based paint), toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property, per 24 CFR 58.5(i)(2)(i)
- Rehabilitation of private infrastructure needed to re-occupy the home (e.g., septic tank, well, private utility lines).
- Site Preparation including removal of any structures or elements where Demolition is necessary. Tree/shrub removal necessary for construction of the home and components.
- Driveway repairs, sidewalks, parking, or grading are generally not allowable, unless required for site access to replace the home, to accommodate accessibility needs, or if required by the local jurisdiction, MH Park community rules, or homeowners’ association, subject to a cost reasonableness review.
- Site work related to managing stormwater and its associated runoff.

Site work and site preparation may differ between project types as different requirements apply to the types of structures being placed or constructed on the lot. Award maximums for additional site work are capped per the below table. Allowances in excess of the below



may be approved on a case-by-case basis through the Exceptions Panel with appropriate supporting evidence.

Item	Allowance
MH Skirting (Metal, vinyl not allowable)	\$3,400
Single Wide MH Pier Installation (Owned MH in Park)	\$6,100
Double Wide MH Pier Installation (Owned MH in Park)	\$9,400
Single Wide MH Pier Installation (Owned MH on owned land)	\$10,200
Double Wide MH Pier Installation (Owned MH on owned land)	\$12,300
Replace Aerobic Septic System & Leach Field	\$13,800
Replace Well System	\$6,200
Carport	\$2,200
Driveway Apron	\$1,900
Driveway – Concrete	\$4,400
Driveway – Asphalt	\$2,600
Sidewalk – Concrete	\$2,100
Sidewalk – Asphalt	\$1,500
Water service to main	\$3,700
Sewer service to main	\$4,000
Underground Electric	\$4,600

### 5.2.9 Pad Lease Supplemental Award

MH Replacement path awardees may be eligible for additional assistance for pad rent or lease. This award will be calculated as a supplement to the HARP Award Calculation to provide temporary pad rent or lease assistance to secure the site for MH installation. Award details include:

- Award is limited to the lesser of either, 6 months or the amount of time needed to complete the following activities:
  - To confirm the pad is under the Program Participant's site control; and
  - While the Program-approved unit is being produced and installed to the pad site.

- Awards will be up to \$1,000 per month, with payments based on actual rental costs. Deposit costs are ineligible.
- Eligible applicant income must be at or below 120% AMI.
- Leased land (excluding MH Parks): Participants must have a minimum lease term of 2 years and must allow the Participant to take their unit with them or be reasonably compensated for their improvements and/or unit in the event the lease is terminated.
- Pad rent or lease, not limited to parks.
- Awards available for both homeowner-managed and Program-managed projects.
- If an applicant has an MH that requires replacement under the Rehab Path, and temporary relocation is necessary, then the applicant is not eligible for Pad Lease, but rather they will receive ORA to support the additional living expenses.

### 5.2.10 Flood Insurance Supplemental Award

In line with the federal Stafford Act and related laws, the Program requires that homeowners assisted with CDBG-DR funds under HARP 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. Especially among low- and moderate-income (up to 80% AMI) households, the initial payment of the flood insurance premium can be an obstacle. Although the 2020 disasters were not a flood event, the Reconstruction, Rehabilitation, or Replacement of homes funds triggered the flood insurance requirement for all households living in the SFHA, which may not have been required of property owners prior to the disaster. This new or increased level of flood insurance coverage may pose a burden for many homeowners and prevent them from accepting their grant or from achieving Program closeout.

To protect the CDBG-DR investment and enable serving the State's most vulnerable HARP Participants, the Program may provide LMI households with assistance in obtaining their first-year of required flood insurance. This one-time payment will enable homeowners to start building capacity to retain coverage in perpetuity.

The one-year term flood insurance premium will be calculated as a supplement to the HARP Award Calculation, based on the actual cost of the flood insurance policy to insure the primary residence. Award details include:

- Eligible applicant income must be at or below 80% LMI.
- This assistance will cover the costs of the first year of flood insurance premiums for properties covered by the **Flood Disaster Protection Act of 1973**, as amended, pursuant to 24 CFR 570.605.

- Homeowners accepting flood insurance premium payments may also be referred to Housing Recovery counseling services to foster understanding of the need and process for budgeting for flood insurance premiums in perpetuity.
- Awards available for both homeowner-managed and Program-managed projects.
- This award is not available for the Home Purchase Pathway, as homes in the Special Flood Hazard Area are not eligible for purchase.

### 5.2.11 Reimbursement Awards

Based on the Original Action Plan and launch of HARP, priority was given to Applicants who had yet to recover or had an incomplete status of repairs. With the approval of the Action Plan Amendment #2, HARP will also include a Reimbursement Pathway, to provide tailored solutions that meet the needs of eligible homeowners at various stages of their recovery process.

The program will provide reimbursement for eligible rehabilitation, reconstruction, and replacement costs in response to the 2020 Labor Day Disasters. Eligible costs must be processed in accordance with the Federal Register Notice or any applicable waivers and alternative requirements, as well as program requirements and standards. The maximum award for Reimbursement is \$100,000.

Further details to come in the next version of the HARP Policy.

### 5.2.12 Exceptions to Maximum Award Caps

Exceptions to the Maximum Award Caps related to the Replacement, Reconstruction, or Rehabilitation of a home comparable to the damaged home will be considered under the following circumstances:

- The Applicant requires a larger home to accommodate the number of bedrooms needed for the household to meet housing quality standards without overcrowding.
  - At a minimum the dwelling unit must have at least one bedroom for each two persons. Children of opposite sex or gender identity may not be required to occupy the same bedroom.
  - An exception to this standard may be approved if justified by the age, sex, health, handicap, or relationship of household members or other personal circumstances.
- Special household size considerations, for the purpose of determining allowable home size:

- A household that consists of a pregnant person (with no other persons) must be treated as a two-person household.
- A child who is temporarily away from the home because of placement in foster care or education status such as boarding school can be counted as a household member.
- Any live-in aide whose responsibility it is to care for a household member who is disabled or is at least 50 years of age may be counted as a household member.
- The layout of the site or the requirements of the MH Park or of the land require a particular unit shape, size, or layout supported with documentation.
- A member of the Household requires additional accessibility accommodations.
- Rural areas where there is limited access to Contractors and/or when travel costs add costs to the project.

Additional exceptions may be considered on a case-by-case basis through the Exceptions Panel.

## 5.3 Project Standards

Projects funded by this Program shall adhere to the standards listed in this section unless otherwise approved by the Program. All Program-funded properties must comply with the standards as required by OHCS, HUD, and as stipulated in the applicable Federal Registers (<https://www.hudexchange.info/programs/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices/>) and applicable HUD guidance or memos.

To the greatest extent possible, Reconstruction and substantial Rehabilitation projects which have already begun, will incorporate these standards into their design and/or scope of work. Consideration may be given to those projects which have progressed far enough that it may be considered infeasible to incorporate these design elements; however, the Program may require compliance in certain circumstances.

Reconstruction and substantial Rehabilitation projects which have had no site work completed at the time of application will be required to incorporate the applicable design elements noted within this section. Non-compliance with the standards specified may result in the project being ineligible for some or all Program assistance.

In addition, Applicants and/or their Contractors are required to collect any material and or product specification sheets to support meeting these standards and must submit them to the Program. Applicants whose Contractors do not adhere to these standards may become ineligible for further participation. If we are applying a program standard, the entirety of that scope will be included. For instance, as it relates to fire hardening and scoping, if we are addressing an exterior component that isn't hardened, we will scope the entirety of

that item. Thus, if a few pieces of siding are damaged and need to be replaced, we will scope for the entirety of that siding to be replaced. The same thought process applies to the other components as well such as roofing, decking, etc.

### 5.3.1 Energy Efficiency Standards

The Program will document the specific Energy Efficiency Standards used in each file and the Applicant and/or their Contractor is responsible for providing the appropriate documentation showing compliance to the Program for inclusion within their record.

OHCS may update design standards from time to time in accordance with best practice, as required by HUD, and as set forth in contract agreements for construction work to be performed.

Additionally, the Program recommends that the Applicant convert to all electric systems where possible. The conversion to all electric residential systems has started in communities throughout Oregon, and the Program will work with Applicants to help them understand how their project may fit into changes in local codes. If the Applicant previously had gas-fired appliances and the cost to return gas service to the home exceeds the cost to convert to all electric service, the Program may disallow the additional funds required to return to gas service.

#### 5.3.1.1 Manufactured Homes

Manufactured Homes (under the MH Replacement Pathway) must meet the following energy efficiency standards, which are consistent with the Oregon Department of Energy's [Energy Efficient Wildfire Rebuilding Incentive Program](#):

- The Northwest Energy Efficient Manufactured Home Program (NEEM), including NEEM 1.1 and NEEM 2.0 specifications, or the equivalent.
- Energy Star qualified appliances.
- Heat pumps must be:
  - Air Source Heat Pump: HSPF 10.0 / 16 SEER cooling or 8.5 HSPF2 / 15 SEER2
  - Ground Source Heat Pump: COP 3.5 or Energy Star Rated

#### 5.3.1.2 Reconstruction & Substantial Improvement

Reconstruction and **Substantial Improvement** projects must adhere to the *ENERGY STAR Certified Home Standard* or a standard which is equivalent to or greater than the ENERGY STAR standard. If the Applicant elects to use a different standard, they must present this to the Program for review and approval.

Additionally, these homes must meet the “Solar-Ready” requirements as detailed in the 2022 Oregon Structural Specialty Code 3111.4.1.

The Program’s minimum standards also include items and elements necessary to meet the intention of the *ICC-700 National Green Building Standards Certified Compliance Path*.

### 5.3.1.3 Rehabilitation

Non-substantially damaged homes and Rehabilitation projects must follow the [HUD Green Building Retrofit Checklist](#) to the greatest extent practicable. Products and appliances replaced as part of the Rehabilitation work must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances. Items listed on the form that do not apply or are not being replaced should be marked as not applicable on the checklist.

A copy of the completed checklist and documentation must be provided to ReOregon Case Lead prior to the final inspection. Applicants and/or their Contractors will be required to certify that the materials and/or products installed, as itemized in their Estimated Cost for Repairs (ECR), meet the Green Building Retrofit Checklist.

### 5.3.2 Resilience Standards and Fire Hardening

The Program requires all projects to adhere to the 2021 Oregon Residential Specialty Code, Section 327: Wildfire Hazard Mitigation, until the adoption of the 2023 update, to the greatest extent practicable. The purpose of this code is to provide minimum standards for dwellings located in areas subject to wildfires to reduce or eliminate hazards presented by such fires.

Such measures will include Wildland-Urban Interface (WUI) best practices where practicable, taking into consideration building materials and construction methods such as roof assembly and covering, eaves, vents, gutters/guards, exterior walls, windows, non-combustible building materials, and non-combustible surface.

Projects which have already begun should incorporate these standards to the greatest extent practicable. Consideration may be given to those projects which have progressed far enough that it may be considered infeasible to incorporate these design elements, however the Program may require compliance in certain circumstances.

The Program shall seek to align with best practices from the [Fire Hardening Grant Program](#) developed by the State’s Building Codes Division and will also contain the following wildfire resilience features, which are based on the California Wildfire Urban Interface standards:



- Roof + roof edges
  - Metal or Class A roofing assembly.
- Exterior siding
  - Noncombustible, listed ignition-resistant materials, typically cementitious siding.
- Eaves, porch ceilings
  - Noncombustible, listed ignition-resistant materials, typically cementitious.
- Vents
  - Vents shall not be installed on the underside of eaves unless the vents are Wildland Flame and Ember Resistant (WUI) vents.
  - Approved and listed by the State Fire Marshal, or WUI vents listed to ASTM E2886.
  - Rooftop vents must be corrosion resistant with noncombustible wire mesh or equivalent.
- Windows
  - Windows must be insulated glass with minimum of 1 tempered pane or 20 min. rated or glass block.
- Exterior doors
  - Must be noncombustible or ignition resistant material or 1 3/8" solid core, or have 20 min fire-resistance rating.
- Exterior decking and stairs
  - Within 10 feet of structure: constructed with noncombustible, fire-retardant treated or heavy timber construction.
- Underfloor and appendages
  - Exposed under floors, underside of cantilevered and overhanging decks, balconies and similar appendages shall be non-combustible, ignition resistant, 5/8" Type X gypsum sheathing behind exterior covering, exterior portion of 1-hr assembly, meet performance criteria SFM Standard 12-7A-3 or be enclosed to grade.

### 5.3.3 Accessibility Standards, Universal Design, & Visitability

By requiring elements of the Americans with Disabilities Act (ADA) and accessibility standards the Program will help increase the availability of accessible housing to meet the current and future needs of older adults and people living with disabilities. This will increase opportunities for households to age in place and build in increased community

resiliency for individuals with disabilities. As a standard practice, all units shall be designed, to the greatest extent practicable, with the following specifications:

- An open and accessible floor plan layout with wheelchair access throughout the home.
- Bathroom areas will be large and open, providing wheelchair radius access to toilet, bath/shower, sink, and linen hooks.
- All bathrooms will have walls reinforced to allow for future toilet and bath/shower handrails (grab bars) installation or will have grab bars installed if requested.
- Exterior doors will have a width of at least 36 inches and should be unobstructed.
- Interior passage doors will have a clear opening width of at least 32 inches.
- Vinyl flooring.

If needed and requested, additional modifications will be made to the unit, including:

- Countertop height adjustments.
- Kneehole access to counters.
- Additional handrails around the inside of the home.
- Upfront control electric range.
- ADA elongated raised commode.
- Adjusted sink height.
- Levered spigots.
- ADA roll-in shower with grab bar.

Additional accommodations for the visual and/or hearing impaired include the following, if needed and as requested by the Applicant:

- Wall contrasting electrical trim-out.
- 60-watt equivalent minimum LED or Compact Fluorescent lightbulbs.
- Interconnected smoke and carbon monoxide detectors with visual (strobe), speech, high decibel alarm.
- Single handled faucets.
- Additional lighting, as needed.

The Program requires adherence to the Visitability standards as referenced in Oregon Administrative Regulations Chapter 813 Division 310 to the greatest extent practicable. In some instances, the project may be unable to comply with particular elements of the standards and the incorporation of these elements is infeasible due to site restrictions or other similar reason.

Assistance for accessibility improvements for Applicants with disabilities or Household members with disabilities may be requested by the Applicant, Household member with disabilities, or a Family member or legal representative of a Household member with disabilities. These components may be included with appropriate documentation.

If additional accommodations are required to make the home accessible for the Applicant or a member of the Applicant's Household, the Program may approve additional assistance beyond the Maximum Award Caps.

### 5.3.4 Elevation Standards for Homes in the Floodplain

Homes within the Floodplain, if being Reconstructed, Replaced, or substantially improved (Rehabilitated), must be elevated to the Program elevation requirement. Elevation, if required, must be included within the scope of work for these projects. Homes which were not Reconstructed, Replaced, or substantially Rehabilitated are recommended, but not required, to be elevated to this requirement. Homes that were rehabilitated within the Floodplain that were subject to elevation requirements and which are not compliant, may not be eligible for Program assistance. As an example, a home which is not at the required height and seeks only minor Rehabilitation assistance for resilience measures may be ineligible.

The Program will perform an analysis to determine if elevation is a viable option, however the intent of the Program is not to elevate homes that need only minor Rehabilitation or modifications.

The elevation requirements are as follows:

- Structures that are elevated must meet Federal accessibility standards.
- If the home is located in the 100-year floodplain (the Special Flood Hazard Area), the Applicant must agree to elevate the home to the greater of three (3) feet above Base Flood Elevation (BFE) or the elevation level required by the local jurisdiction.
  - **Possible exception:** If an Applicant has already initiated reconstruction prior to application and the home is located in the 100-year Floodplain, and the home is elevated two (2) feet above base flood elevation, the Program may not require the Applicant to elevate to three (3) feet. All homes in the 100-year Floodplain are required to be elevated at least two feet above the base flood elevation to be eligible for any Program assistance, per HUD requirements.
- If the home is located in the 500-year floodplain, the Applicant must agree to cause the home to be elevated to the greater of either three (3) feet above BFE of the 100-year floodplain or the elevation level required by the local jurisdiction.

- **Possible exception:** If an Applicant has already initiated reconstruction and the home is located in the 500-year Floodplain, and the home is not elevated, the Program may not require the Applicant to elevate to the Program elevation standard.

Elevation less than or equal to three (3) feet in height above the lowest adjacent grade as determined by the elevation certificate is included within the Reconstruction Multiplier amount. Should a Reconstruction or Replacement structure require elevation over three (3) feet in height above the lowest adjacent grade, the Program will allow for an additional amount above the applicable maximum award amount.

The Applicant may be eligible for the lowest of three appropriately scoped bids for elevation as approved by the Program. The elevation bids may not include work or scope items duplicative of work or scope items contained within the Reconstruction Multiplier or Replacement cost. For example:

- **Allowable:** The Applicant has provided three bids for a foundation built to 4' above the lowest adjacent grade. These bids include only foundation elements and exclude the floor system and are determined to be allowable. The lowest responsible bid will be the one applied to the project.
- **Not Allowable:** The Applicant has provided three bids for a foundation built to 4' above the lowest adjacent grade. These bids include only foundation elements and floor joists from the floor system. This is not allowable as the framing elements are included within the Reconstruction/replacement allowance.

The Program will review the elevation certificate where applicable and ensure that the home as constructed/installed complies with all applicable requirements. Projects which require elevation and have not been elevated may be determined to be ineligible for Program assistance.

### 5.3.5 Home Purchase Standards

To accommodate the Home Purchase Path, that assists with the purchase of move-in ready homes in place, the following standards will be applicable for manufactured homes and stick-built homes:

- No older than 2010
- No excessive ignition elements within 30 feet
- Non-combustible exterior walls, eaves, soffits, porch ceilings, cantilevers
- Roofing at least equivalent to class B
- Gutter to be non-combustible

- Ventilation openings must be screened (1/16 – 1/8 inch)
- Decks to be ignition resistant
- MH Only: Be permanently attached to a foundation. All temporary parts, like wheels and hitches, must be removed.

Caveats to the Home Purchase Path Standards include:

- If the real estate home inspector identifies something that needs to be replaced, it should be replaced with the corresponding item list in the Home Purchase Path Standards.
- If a stick-built home is outside of the Wildland Urban Interface (WUI) zone, the Exceptions Panel may review the case for alternatives.

## 5.3.6 Site Requirements

### 5.3.6.1 General Site Requirements

An eligible site must be able to provide typical waste, water, and utility services to the structure. Waste services may be either in the form of treatment through an external party, typically provided by the municipality, or on-site waste treatment such as a septic system or treatment plant. Water may be provided by an external party, typically a municipality, or through an on-site well. Utility services must also be available to the selected site.

Additional site requirements may be stipulated by the local regulating authority and the Applicant is required to adhere to all applicable codes, ordinances, and regulations. All completed homes must have water, waste, and electrical services and the site must be developed such that these components can be completed and permanently attached to the structure.

The Program may in some instances disallow the Rehabilitation, Reconstruction, or Replacement of the home if the site is not able to accommodate a Program-compliant unit. In such cases, the Program will make reasonable efforts to work with the Applicant to develop an alternative site plan.

### 5.3.6.2 Eligible Sites for Manufactured Home Installation

Under the MH Replacement Pathway, Manufactured Homes may be installed within the eight (8) MID counties, on owned or leased land (eligible land) or in a manufactured housing park (eligible park), per the conditions described below.

#### 5.3.6.2.1 Owned or Leased Land (Eligible Land)

- To be eligible, State and local codes must allow for the installation of the Manufactured Home on the owned or leased land.
- Applicants must obtain all the correct permits and ensure the site improvements and the land can accommodate the installation of the Manufactured Home.
- Eligible land includes owned or leased land, under the following conditions:
  - Land owned or purchased under a land sale contract by the Participant.
    - Participants must provide deed or title as proof of Ownership.
  - Leased land (excluding MH Parks, which are described below)
    - Participants must have a minimum lease term of 2 years and must allow the Participant to take their unit with them or be reasonably compensated for their improvements and/or unit in the event the lease is terminated.

#### 5.3.6.2.2 Eligible Manufactured Housing Park (Eligible Park)

- A non-profit, housing authority, or resident-owned park – or --
- A privately-owned manufactured housing park
- If the home will be placed in a park:
  - Participants must demonstrate that they have received approval from the park owner to move in. MH Park owners may need to consent to allowing the Program to complete the Environmental Review. Applicants will not be able to move to a site unless the Program can perform an Environmental Review on that site.
  - If Participants are moving to a privately-owned park, Applicants may request a referral to housing counseling providers to help the Participants understand the financial impact of moving to a privately-owned park, including new or increased costs that may be charged by the park owner and the terms of resale that are outlined in their lease.

#### 5.3.6.2.3 Modular Home in MH Park

Modular Homes may be installed in parks where manufactured housing is typically installed. In such cases, the MH Park must satisfy the following conditions:

- A non-profit, housing authority, or resident-owned park where pad or lot rent affordability is preserved for a minimum of 20 years, or
- A privately-owned manufactured housing park, subject to additional review from the Program



- For both types of parks, the lease agreement must include provisions for the Participant to sell the home (improvements) per the affordability terms required by the Park (for preserved parks) or at current fair market value (private parks that are not preserved). Applicants must demonstrate that they have received approval from the park owner to install or build a Modular Home in the Park. The Program may also coordinate directly with the MH Park owner to confirm they will allow for the installation or assembly of a Modular Home.

## 5.4 Alternative Site Applicability

The Alternative Site is available to:

- Eligible Applicants whose damaged MH homes were on leased land or in an MH Park and the Applicant is not returning to the same site. OR
- Eligible Applicants who are not returning to the same site and or have already purchased a home or land. OR
- Eligible Applicants whose homes were on owned land, and they sold their home and land or interest in the land prior to December 31, 2023, and have not purchased a replacement home. This is limited to Applicants whose households are at or below 120% AMI.
- Alternative Site for Home Recovery Pathways:
  - Replace a Manufactured Home to be placed in a preserved (nonprofit, Housing Authority or resident-owned) MH Park, private MH Park, or other identified land, within the eight eligible MIDs.
  - Purchase an existing stick-built home or MH home in place and move-in ready.
  - Repair or retrofit a home purchased prior to application to the Program, within the eight eligible MIDs.
  - Reconstruction of the damaged/destroyed home on land purchased prior to the application to the Program, within the eight eligible MIDs.

The following items generally apply:

- The Program will not pay for land-only acquisitions.
- No construction activities may take place outside of the 8 MID counties.
- An Applicant may purchase a home that is or will be located on a site different than that of the original site. Certain restrictions apply based on location, housing quality, and other considerations, as described in the sections below.

### 5.4.1 Alternative Site Eligibility & Award Details

Applicants who meet the Alternative Site criteria, the award amount for which an applicant is eligible is subject to the Maximum Awards specific to the Home Recovery Pathway. Additionally, there are specific requirements for projects on an Alternative Site worth noting:

- The ECR scope and amount will be calculated through the lens of the Alternative Site and its needs.
  - For instance, if the damaged site was an MH in a park and the Applicant purchased a replacement stick-built home, and the replacement stick-built triggers the Rehabilitation Threshold, the ECR will reflect a Reconstruction need.
- Award caps will be generated based on the damaged site (original site). Regardless of what the Alternative Site (current site) is, an Applicant's cap will be based on what they had when the event occurred.
  - For example, if the damaged site was an MH in a park, the award cap for an MH in a park would be the corresponding cap, even if the alternative site was not in an MH park and required additional work that exceeds the cap amount.
- For Applicants who sold their land or home prior to applying to the Program, the proceeds of the sale of their primary residence may be factored into the award calculation.

#### 5.4.1.1 Rehab of Purchased Replacement Unit (Stick Built/MH)

- If the Applicant has already purchased or leased land prior to application to the Program and owns the replacement MH or stick-built home:
  - Program may fund eligible costs for repairs and/or retrofit if within the 8 MID counties if the home does not pass an HQS inspection, subject to a cost reasonableness review.
  - If outside of the 8 MID counties, the Program is unable to assist at this time.
- If the Applicant is required to vacate the property or move their belongings to storage, they may be eligible for a supplemental award for Temporary Housing, see [Optional Relocation Assistance \(ORA\)](#).

#### 5.4.1.2 Stick Built Reconstruction

- If the Applicant has already purchased or leased land prior to application to the Program:
  - Program may fund eligible costs to construct a stick-built home within the 8 MID counties.

- If outside of the 8 MID counties, the Program is unable to assist at this time.
- Note, stick-built land lease agreements must be valid for a 99-year period to be eligible.
- If the Applicant intended for the Rehab pathway and instead the home will be reconstructed, they may be eligible for a supplemental award for temporary housing, see [Optional Relocation Assistance \(ORA\)](#).

#### 5.4.1.3 MH Replacement – Installation

- If the Applicant has purchased or leased land prior to application to the program:
  - Program may fund eligible costs to install an MH within the 8 MID counties.
  - If outside of the 8 MID counties, the Program is unable to assist at this time.
- Other site requirements may apply, see [Eligible Sites for Manufactured Home Installation](#) for more details.
- MH Unit Pending Installation – Purchase Standard
  - If a deposit was made on a unit that is not yet fabricated, it will be reviewed through the full MH standard.

#### 5.4.1.4 MH Replacement – Unit and Installation

- If the Applicant intends to replace their MH yet does not own or lease land at the time of application, the following applies:
  - For Homeowner-Managed Projects, Applicants must select a unit that meets program requirements and must be installed by an appropriately licensed installer.
  - For the Program-Managed Projects, Applicants may only move forward with leased land that will allow the Program to install a pre-approved unit from the Program.
  - Sites are subject to Inspections and Environmental to assure site eligibility with program requirements via a Right of Entry.
  - Applicants will be required to gain site control upon Grant Agreement signing.
  - Other site requirements may apply, see [Eligible Sites for Manufactured Home Installation](#) for more details.
  - Additional eligible activities may be eligible. See [Site Work and Additional Eligible Activities](#).

### 5.4.1.5 Home Purchase

- If the Applicant intends to purchase a home that's in place and move-in ready, the following applies:
  - Applicants seeking an MH may only purchase units built in 2010 or newer units. Used units may not be moved or installed on a different site.
  - Applicants seeking a Stick-Built may only purchase units built in 2010 or newer. For units in an urban area outside of the Wildland Urban Interface (WUI), will require an exception review by the Exceptions Panel, then HQS must be conducted to confirm eligibility.
  - Applicants may only purchase a home which passes the Program HQS inspection.
- However, the Program may consider the purchase if the seller is willing to address the items prior to sale, resulting in passing a HQS inspection.
- Sites which require a Phase II Environmental Site Assessment may be determined to be ineligible.
- The home must be outside the 100-year floodplain and the floodway.
  - Purchases are subject to compliance with the Uniform Relocation Act, Voluntary Acquisition requirements. See [Uniform Relocation Act \(URA\)](#) additional information.
  - Other site requirements may apply, see [Eligible Sites for Manufactured Home Installation](#) for more details.
  - Home Purchase Path Allowance
    - Applicants who owned the land at the damaged home site will be eligible for the purchase-in-place multiplier.
    - Applicants who leased the land at the damaged home site will only receive the MH Unit/Stick-Built allowance, based on the damaged home lost.
    - Installed MH Unit Purchase Standard
      - If a deposit was made on a unit that is complete and installed in place, it will be reviewed through the lens of the purchase standard.

## 5.5 Unbuildable Lots

### 5.5.1 Overview

As housing recovery efforts continue, OHCS and their partners (local governments, vendors, and subrecipients) have identified non-programmatic barriers to delivering

assistance to some homeowners. One such barrier is for homeowners who are unable to rebuild on their current lot due to temporary local, state, insurance, and/or federal restrictions. These lot types have been categorized by the program as “unbuildable lots.” This does not include properties that are otherwise ineligible in the Program, (e.g. properties in the floodway, or cost-prohibitive lots).

Examples of unbuildable lots include:

1. Structures in jurisdictions that do not currently have the municipal infrastructure or the permitting flexibility to allow impacted homeowners to rebuild on their existing lot. One case may be that building codes have changed since the homes were originally built and those homeowners are not able to be “grandfathered” into pre-disaster building codes.
2. Structures that are unable to obtain the necessary permits due to hazards that are conceptually temporary in nature (e.g., landslides or mudslides that are likely to occur until trees and vegetation regrow and the hill/mountain ground is stabilized).

When homeowners are unable to rebuild on their existing owned land due to these temporary barriers, OHCS will offer applicants the opportunity to the Home Purchase or MH Replacement pathways on an Alternative Site.

This allows eligible Applicants more immediate access to safe and stable housing, while keeping the option open for them to return to their damaged property at an unknown future date, once the public infrastructure and/or mitigation measures are in place to allow them to rebuild.

### 5.5.2 Unbuildable Lot Eligibility

Unbuildable lots are defined by the program as lots that had homes that were damaged by the 2020 Labor Day Wildfires and cannot be rebuilt on the existing land due to temporary local, state, and/or federal restrictions for reasons outside of the applicant’s control. Justification is required for any property under the unbuildable lot criteria.

Examples of justification for unbuildable lots:

- NOAA National Marine and Fisheries Services (NMFS) standards for stormwater management adhered to by local jurisdictions require identification of both a septic drain field and a repair area/replacement drain field area before a building permit can be provided for certain type of residential construction projects. Some lot sizes in rural areas within the 8 counties are not big enough for the required drain fields, and therefore will not be able to be rebuilt under the current regulations.

- Updated land use restrictions in Oregon, such as changes to landslide zoning, may impact prohibit the reconstruction of properties on existing lots.

Examples of justification for unbuildable lots **do not include**:

- The inability to pull building permits for a property due to new or existing building code violations on the property that have not been addressed by the property owner.
- The inability to rebuild on the existing lot due to lot-specific environmental hazards identified during the environmental review record process (e.g. Floodway, Runway Protection Zone, Contamination Site that's cost prohibitive, etc.)
- The inability to rebuild on an existing lot due to a lien or encumbrance existing on the property.
- The inability to rebuild the damaged home to the size the applicant wants, rather than the size approved by the program.

In addition, standard HARP applicant eligibility requirements and Program Pathway requirements are also applicable. Applicants must comply with:

- Limited to Applicants whose households are at or below 120% AMI.
- Selecting either the Home Purchase Pathway or MH Replacement Pathway. See [Program Home Recovery Pathways](#).
- The recovery home must also meet the Alternative Site location restrictions related to location, housing quality, and other considerations. See [Alternative Site Applicability](#) for additional information.
- Providing any unbuildable lot documentation that may be available. Applicants may request an evaluation from the Exceptions Panel to review their lot if they believe it is unbuildable.

#### 5.5.2.1 Sold Home Exception

Applicants who sold their damaged/destroyed primary residence, including those considered unbuildable lots, will need to contribute the proceeds of the sale to the project as they are considered duplicative funds. An exception may be reviewed by the Exceptions Panel for the allowable date of sale for the unbuildable lot.

If Applicants sold their damaged/destroyed primary residence and purchased a new property that turns out to be an unbuildable lot, they may participate in the Unbuildable Lot track, even though they don't qualify under the Home Purchase pathway.



### 5.5.3 Unbuildable Lot Documentation

Justification documentation will be required to utilize the Unbuildable Lots track.

Eligible documentation examples for unbuildable lots include:

- Documentation of the specific local or state building code restrictions, assessments, and/or determinations that are prohibitive of rebuilding on the existing lot.
- Documentation of specific federal restrictions that are prohibitive to rebuilding on the existing lot.
- Written documentation from the local jurisdiction, state, or federal agency, such as a local building code official, that confirms the inability to rebuild at the lot for reasons outside of the applicant's control.

### 5.5.4 Primary Residency Award Requirements

Property owners will be allowed to keep their unbuildable lots when receiving a recovery home from HARP.

To ensure that the CDBG-DR Program does not allow for programmatic funding to be used towards second homes, the owner will be required to remove primary residency from the unbuildable lot and register the new HARP recovery home as their primary residency within 30 days of closing or Certificate of Occupancy issuance. A Participant utilizing the Unbuildable Lots track will sign a policy acknowledgement form during eligibility and as an addendum to their Grant Agreement that reinforces this requirement. Through the closeout process, Program staff will verify that primary residency has been transferred to the new home. If the unbuildable lot is sold ahead of confirmation of the primary residence requirement is confirmed and closeout is complete, the proceeds of the sale may be considered duplicative funds and included in the final calculation. If the Participant has failed to make the transfer or removed primary residency status from the HARP recovery home, the Participant will be subject to recapture, as it is ineligible to use HARP funds for second homes.



# Application Steps

## 6 Application Steps

### 6.1 Application Intake

#### 6.1.1 How to Apply to the P Application Steps program

Homeowners can apply to the Program through the following methods. The method of application does not affect the Applicant's status or likelihood of award. Application methods include:

- **Submit an application online, through the Application Portal.** The Program application, when available, is posted online and provides intuitive navigation that will streamline the process. Applicants will be required to complete an Eligibility Questionnaire prior to beginning their application. Visit <https://re.oregon.gov>.
- **Provide information to a ReOregon Case Lead over the phone.** Complete an application with a Case Lead over the phone. The Program will walk the applicant through the full document or provide information on any specific questions. The applicant can enter the information themselves directly into the application portal during the call, or the Case Lead can transcribe their answers into the application portal. Following the call, the applicant will review the information in the portal and complete all signature fields before submitting electronically.
- **Complete an application in person with an Intake Specialist.** Applicants can call the Call Center at 541-250-0938 or 877-510-6800 or email [ReOregon@hcs.oregon.gov](mailto:ReOregon@hcs.oregon.gov) to schedule an appointment. Available ReOregon Intake Centers and current hours of operation are listed on OHCS website.
  - **Mobile intake and/or homebound visits** may be available upon request. For homebound visits, a minimum of two Intake Specialists will be required to be in attendance at all times.
- **Call and request a paper application.** The Program will provide paper applications if requested by the Applicant. Applicants will be encouraged to receive assistance at a ReOregon Intake Center, or through mobile intake, to support the submission process.

To complete the intake process, the Applicant must complete an application and submit all required documents. The Program will not consider the application complete until all required documents are submitted, including any additional documentation required by ReOregon Staff to substantiate information provided in conversation with the Applicant, on the application or in other Program documents. Whenever possible, ReOregon Staff will gather documentation and check state records or other data sources to verify eligibility

rather than request such documentation from the Applicant. The Program reserves the right to seek clarification of any documentation that is unclear or contradictory.

**Warning, any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 18 U.S.C. 1001, and 31 U.S.C. 3729.**

Immediately prior to accessing the online application system, Applicants may be required to complete a Program Eligibility Questionnaire. Based on their responses to the questionnaire, Applicants who do not qualify under the current phase will be waitlisted until the appropriate phase opens. As Phases II, III and subsequent phases open, Applicants will be notified, including if there are any Programmatic or policy changes associated with the subsequent phases.

OHCS will ensure that all residents have equal access to this information, including persons with disabilities (vision and hearing impaired) and individuals with Limited English Proficiency (LEP). Additional information is below.

### 6.1.2 Eligibility Questionnaire

Prior to beginning the application itself, disaster-impacted households may be required to complete a self-certified Eligibility Questionnaire, which will collect information to determine if the homeowner meets the requirements for the phase(s) open at the time. Households who do not meet the phase criteria (based on the information they submit in the questionnaire) will either be waitlisted for future phases or referred to other programs for which they may be eligible. If the household believes they should not have been waitlisted or referred to other programs, then they may appeal the waitlist decision.

If the household meets the requirements of the open phase, they will be invited to submit an application that is customized to the responses provided through the questionnaire to streamline the intake process.

### 6.1.3 Application Date

The Program will consider an application to be submitted when an Applicant has provided all required intake documentation, has completed the application (online or on paper), and has signed all required intake forms. This date is known as the application date. After intake and over the course of the application process, Applicants may be required to provide additional information or documentation to ReOregon Staff to be able to move forward through the application steps.



### 6.1.4 Applicants with Limited English Proficiency

As a standard practice, the Program will translate all Program documentation into Spanish. Upon request, Applicants whose primary language is Spanish may request a bilingual ReOregon Case Lead as their point of contact.

Homeowners whose primary language is not English or Spanish may request vital Program documents (e.g., brochures and any relevant forms) and other tools for guidance translated to their native language, to facilitate informed participation in the Program. The Program will provide a language line and interpretation services for Applicants whose primary language is not English or Spanish. Applicants can request interpretation services support by reaching the ReOregon Housing Programs Call Center at 541-250-0938 or 877-510-6800.

### 6.1.5 Reasonable Accommodations for Applicants with Special Needs

In accordance with Section 504 of the Rehabilitation Act of 1973 requirements, the Program will make necessary accommodations to ensure that eligible Elderly persons and persons with special needs or disabilities can successfully apply to and participate in the Program. These accommodations may include but are not limited to ensuring that all facilities are readily accessible by persons with disabilities, the use of American sign language, oral presentation of documents, Section 508 compliance for the OHCS website and all web-based materials, home visits or operation of mobile intake centers by Intake Specialists, and alternative methods of compliance with Program requirements.

#### 6.1.5.1 Project 504 Accommodations

Persons who meet the Fair Housing Act's definition of "person with a disability" may be entitled to a reasonable modification under the Act. However, there must be an identifiable relationship, or nexus, between the requested modification and the individual's disability. If no such nexus exists, then the housing provider may refuse to allow the requested modification.

In response to a request for a reasonable modification, the Program may request reliable disability-related information that:

- Is necessary to verify that the person meets the Act's definition of Disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities),
- Describes the needed modification, and

- Shows the relationship between the person's Disability and the need for the requested modification.

Depending on the individual's circumstances, information verifying that the person meets the Act's definition of Disability can usually be provided by the individual (e.g., proof that an individual under 65 years of age receives Supplemental Security Income or Social Security Disability Insurance benefits or a credible statement by the individual). A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's Disability may also provide verification of disability.

During Applicant processing, the Program will provide a verification form to the Applicant with which they can identify the qualifying Disability as well as identify the reasonable modifications requested. These modifications may be funded beyond the applicable Maximum Award caps (see [Award Calculation and Maximum Award Caps](#)). The request for accommodations must be made prior to grant execution. Requests made after grant execution will be reviewed by the Program on a case-by-case basis, through the Exceptions Panel.

### 6.1.6 Application Process, Deadlines, and Waitlist

OHCS will establish deadlines throughout the life of the Program. This may include deadlines for when application periods close, Grant Agreements must be executed, construction activities must begin or be completed, or other Program activities, as needed to meet state and federal requirements. Deadlines will be prominently posted on the Program website and will be communicated directly to registered Applicants and Participants. OHCS will update this manual as those deadlines are established.

Applications will be accepted and reviewed per the phases. See [Program Phases](#).

Interested Applicants will first answer a series of self-certified questionnaire (Eligibility Questionnaire) before moving forward with an application. The answers to these questions will determine whether a) a respondent can move forward to completing an application under the phase that is currently open, or b) if they will be waitlisted until a future phase opens for application. OHCS will also use the information to help determine if there are Programmatic policy adjustments needed to help meet residents' unmet recovery needs. The questionnaire will include such items as:



1. Name of Applicant and co-Applicant (if applicable), damaged home address, current address, mailing address, email address, and phone number.
2. Confirmation the home was damaged or destroyed in the 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562) in one of the eight eligible counties.
3. Confirmation the damaged home was the household's primary residence, the type of home (e.g., Manufactured Home, stick-built, RV, etc.), and that it was owned and occupied by the resident at the time of the disaster.
4. Estimated year of construction of damaged home.
5. Household composition, outlining the demographics for members of the household (including date of birth and relationship to head of household).
6. Total Household income, based on adjusted gross income calculation methodology, for each adult Household member.
7. Current status of the Rehabilitation or Replacement of the home.
8. Estimated remaining dollars needed to make the home safe and habitable.
9. Estimated dollars spent on the Replacement or Rehabilitation of the damaged home to date.
10. Estimated dollars spent of the respondent's personal funding that they have invested in the Rehabilitation or Replacement of their damaged home. This includes such sources as personal savings, private loans, personal income, and/or retirement.
11. Estimated dollars that the respondent received or will receive from insurance payments for the Rehabilitation or Replacement of their damaged home.

Respondents to the Eligibility Questionnaire who meet the income, status of repairs, and homeownership/eligible property requirements of the open Program phase, will move forward with completing the Program application, thereby becoming an Applicant to the Program. The Program will waitlist all questionnaire respondents who are not able to proceed with an application because either a) their income is higher than the open phase allows, or b) they do not have any remaining recovery costs. When later application phases open for which questionnaire respondents may be eligible, the Program will notify them that they may move forward with applying to the Program. The Program will reach out to questionnaire respondents who are not homeowners and/or were homeowners of ineligible structures (e.g., RVs) to refer them to other Programs that may help in their recovery.

Applications received during the application period that qualify under the open phase will be assigned to a Case Lead. The Program will begin processing applications and will not wait until the application period has ended to begin processing.

Selection for processing is not a determination of eligibility or a guarantee of funds. All awards are subject to assistance availability.

The Program reserves the right to reopen the application period before moving to the next phase.

### 6.1.7 Application Signatures and Submission

Electronic signatures for submitting applications and signing Grant Agreements are acceptable, known as **Electronic Execution**.

Generally, only one owner – or their **Power of Attorney** – must sign the Program application and all Program documents that require a signature. However, there may be cases where the Program must require all owners to sign the Program documents, including when the property is going through succession or heirship, in cases of active divorce where the property settlement is not complete, and other situations when it is unclear or uncertain whether all owners agree to complete the Reconstruction or Replacement of the damaged owned home.

#### 6.1.7.1 Power of Attorney (POA)

If an Applicant(s) has designated another person to speak or act on their behalf, including application needs or Program updates, the POA must be submitted to the Program. The POA may be limited, so it is important for the Program to review the documentation to determine the scope of the POA's authority.

If the Applicant chooses to have a Power of Attorney (POA), the original POA documents must be provided to the Program in person or via certified mail during the application intake process. For a POA to be valid, the Program requires the homeowner to sign in the presence of a notary public or two adult witnesses, to authenticate the document.

If an Applicant needs assistance securing a notary, they may contact a ReOregon Representative.

#### 6.1.7.2 Alternate Contact

As part of application intake, Applicants may identify a third party, known as an Alternate Contact, to provide or receive information and status updates on behalf of the Applicant to the Program.

Alternate Contacts are not authorized to make any decision on behalf of the Applicant, or to sign the Grant Agreement or any other Program documents, attestations, or affidavits on behalf of the Applicant.

## 6.1.8 Intake Documentation

Applicants who pass through the self-certified eligibility questionnaire will be invited to submit an application. According to the methods described above, Applicants will complete application forms and submit supporting documents needed to determine eligibility, primary residence, and Program benefits. In addition to the documents and requirements see [Eligibility Criteria](#), application forms and documentation will include the below.

The ReOregon Website (<https://re.oregon.gov>) provides supportive guides on the various types of documents that may be submitted to support the application.

- **Program Forms** (to be completed and signed by Applicant):
  - Program Application, which includes the following:
    - Consent To Release
    - Conflict of Interest
    - Stop Work Order
    - Household Composition Form
    - Certification of Income
    - Duplication of Benefits (DOB) Certification
    - Alternate Contact
    - Power of Attorney (POA) (As applicable)
    - Tenant Contact Information (As applicable)
    - Ownership and Signatory Authority Attestation (As applicable)
  - Right of Entry Form
  - Acknowledgement of Receipt of Program Forms or Notices
    - ReOregon Appeals Policy and Process
    - EPA Pamphlet: Protect Your Family from Lead in Your Home
  - Additional forms or notices that may apply:
    - URA Notices as applicable, described in Section 10 Uniform Relocation Act (URA);
    - Verification of Disability
    - Lender Consent to Applicant Home Rehab/Replacement
- **Supporting Documentation:** Evidence requested to verify application responses, as needed. The following is a list of documents the Program will accept. If an Applicant has alternative documentation, the Program will review it on a case-by-case basis through the Exceptions Panel. An expanded list of examples is included in the HARP Documentation Checklist.

- **Proof of Identity:**

- Provide one government-issued identification that contains a photograph.
- Or two government-issued identification documents that do not feature a photograph.

- **Verification of Income:**

For all Household members, Applicants must submit supporting documentation, based on the circumstances below:

- Household Members that File Tax Returns:
  - **IRS 1040** for the most recent calendar year, and a proof of extension
  - if the tax return is not for most recent tax year.
  - IRS Form 8879
  - IRS Tax Return Transcript (Form 4506-T)
- Household Members who do not file tax returns:
  - Verification of Income Form: Guides the household member in determining their adjusted gross income, similarly to the IRS 1040 structure.
  - Certification of Zero Income: Certifies the household member does not make any income and outlines how they pay for costs of living (e.g., utilities, mortgage, taxes, etc.)
  - Verification of Recurring Cash Contributions: Only in cases where household members are paid in cash and are unable to document income through other methods, this form can be used to document recurring cash contributions.
  - Verification of Income from Business: Only in cases where household members receive income from a business, such as in cases of self-employment or sole-proprietorship, and are unable to document income through other methods, this form can be used to document recurring cash contributions.
  - Supporting Income Documentation:
    - Earned Income:
      - Last three months of pay stubs
      - W2 or 1099 Forms
      - Signed Employer Statement:
        - Date of employment
        - Current position
        - Wages and frequency of pay

- Employer name
    - Employer phone number;
  - Unearned Income:
    - Most recent benefits statement(s), including: social security, pension, annuity, unemployment.
- **Proof of Ownership:**
  - Homes on Owned Land: If the Program is unable to use property tax records to verify Ownership, Applicants must submit proof of Ownership of the Damaged Property (see [Ownership](#));
  - Stick-Built Homes on Leased Land:
    - Applicants must submit proof of Ownership of the Damaged Property see [Stick-built Homes on Leased Land](#)
    - Manufactured Homes:
      - If the Program is unable to use state records (MHODS) to verify Ownership, Applicants must submit proof of Ownership of the Damaged Property and proof of owned or leased land (see [Ownership: Homes on Owned Land](#));
- **Proof of Occupancy and Primary Residency:** If the Program is unable to verify primary residence using property tax records or FEMA or SBA data, Applicants must submit proof of primary residence and occupancy. See [Occupancy as Primary Residence](#).
- **Property Damage Verification:** If the Program is unable to verify that the property sustained damages as a direct result of the 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562) using FEMA, SBA, WRRRA or other recovery Program data, the Applicant must submit alternate documentation. See [Property Damage](#).
- **Disaster Assistance Received:** The Program will verify prior disaster assistance received. See [Duplication of Benefits](#). Applicants may be asked to submit further documentation of assistance received from sources the Program cannot verify, or in cases where the amount they received differs from available data feeds.
- **Private Insurance:** Documentation should include the policy number, submitted claims, settlements, and/or denial letters. If the Applicant did not have private insurance, a Certificate of No Insurance will be requested.

### 6.1.9 Uniform Relocation Act Requirements for Owner-Occupied Properties with Rental Units and/or Tenants

During the application process, Applicants are required to indicate whether there are currently any Tenants living in the eligible property, as they may be entitled to benefits under the Uniform Relocation Act (URA), including relocation advisory services, required notices, relocation payments, etc. Unlawful eviction of these tenants may result in the ineligibility of the Applicant. If Tenants move into the property during the Program application process, Applicants must notify the Program immediately. Applicants will be instructed on the intent of and steps to complete a "Move In" notice so any new tenants are properly informed and the Applicant avoids triggering URA. Should an Applicant not comply with these procedures they may become ineligible for further program assistance.

See [Uniform Relocation Act \(URA\)](#) for additional information on URA compliance requirements and procedures.

All Applicants who indicate they have Tenants during application intake shall receive the following notifications, and Applicants and/or their Tenants (as applicable) will be required to sign a receipt of notification during the intake process:

- General Information Notice (GIN) for Owners and Tenants
- URA/ "Move In" Notice for Prospective Tenants & Certification
- Certification of Landlord & Tenant URA Responsibilities
- URA Acknowledgement Forms for Tenants and Landlords

### 6.1.10 Stop Work Requirement

Upon submitting an application to the Program (see [Application Date](#)), Applicants are required to stop all ongoing work and may not start any new work, including entering into a new contract or amending an existing contract for any work or purchase agreement for a manufactured or Modular Home. Applicants may only resume work according to their approved Program scope following the issuance of a Notice to Proceed, or if Applicant selects to withdraw from the Program. This requirement will be referred to as the "Stop-Work Requirement."

**Failure to comply with the Stop Work Requirement will result in an Applicant's ineligibility to the Program for full or partial assistance. Applicants should consult with the Program prior to making any additional contract decisions during the mandatory stop work period. Applicants who have submitted an application to the Program and who have been given the Stop Work Order, but do not stop work on the home (contracted or otherwise), are at risk of being ineligible for assistance. Certain**



**activities, while they may not be physical work or improvements to the property, may constitute a violation of the Stop Work Requirement.**

Certain very limited emergency repairs, at the discretion of the Program and in compliance with 24 CFR § 58.34(a)(10), may not jeopardize eligibility. Applicants are encouraged to contact the Program in the event that they have identified what they perceive to be emergency repair needs. Items which may qualify as emergency repairs include, but may not be limited to, work that provides temporary protection from further damage:

- Preventing an otherwise repairable structure from collapsing by adding temporary bracing.
- Preventing water intrusion with tarps or other temporary materials.
- Other activities, approvable by the Program, which are necessary to arrest the effects from the disaster.

Failure to obtain approval from the Program prior to carrying out those emergency repairs may result in Applicant ineligibility. Refer to guidance located here: <https://www.hudexchange.info/resource/2926/hud-memo-environmental-review-exemptions-disasters-imminent-threats/>

### 6.1.11 Right of Entry

All Applicants must sign a Right of Entry form granting the Program and its representatives permission to access the property to perform mandatory inspections, site visits, environmental surveys, and any information collection necessary to assess and evaluate the condition or progress of the property, home, or project.

The Right of Entry will allow the Program and its agents to fully assist and advise the Applicant throughout the life of the project and is active from the period of execution through project closeout. The Program will coordinate with and notify Applicants of any site visits as early as possible. The execution of the Right of Entry does not indicate that the Program or its representatives will make entry to the home without first attempting to schedule and/or coordinate with the participant.

An additional Right of Entry may need to be executed if:

- The home is going to be built or installed on leased property, in which case the Applicant must also provide to the Program a Right of Entry executed by the property owner, or
- The home is going to be built or installed on property other than the property identified as the damaged residence.

## 6.2 Eligibility Verification

Once the application is complete and all required documentation is submitted to the Program, the Applicant's file progresses to the eligibility review phase of the Program. ReOregon Staff will review Applicant information to determine eligibility for HARP.

### 6.2.1 Applicant Eligibility Criteria

To be eligible for any phase of the Program, an Applicant must meet the following criteria, as described in the referenced sections:

#### 6.2.1.1 Income Verification

The Program will calculate Applicant income to determine whether an Applicant is eligible to receive assistance for the Phase(s) open at the time of application. See [Program Phases](#).

#### 6.2.1.2 Ownership Verification

The Program will verify Ownership according to the policy for the home type, as described in [Ownership](#). The Program will verify occupancy and primary residence using the guidance. See [Occupancy as Primary Residence](#).

##### 6.2.1.2.1 Determining Household Size

HUD considers all persons who live in the same house to be Household members, for the purpose of Household income calculation. Household members may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share the same house.

Note: changes to the Household composition are required to be reported to the Program.

**Non-Household Members:** The following persons will not count as Household members and are not included when verifying annual Household income:

- Foster children
- Foster aides
- Live-in aides and children of live-in aides
- Unborn children (not considered in Household size for income eligibility calculation but considered for bedroom count).
- Children being pursued for legal custody or adoption who are not currently living in the household.
- Temporary Household Members

**Partially Absent Household Members:** The Applicant may count the following types of persons as Household members, at their discretion. Those persons, if included as Household members, must submit income documentation:

- Children who live in the house at least 50 percent of the time and who are named in a shared-custody agreement.
- Permanently absent Household members who can be classified as Household dependents, such as children attending college or a Household member in a nursing home (if included, and person is 18 or over, income must be reported to the Program and will be included in the AMI calculation).

#### 6.2.1.2.2 Phase Verification

The Program will process applications as outlined in [Program Phases](#). Applicants will be able to proceed with participation in the Program if their income (as verified by the Program) is within the limits for the Phase in which they apply. Applicants who are otherwise eligible, but whose income does not fall within the limits of the Phase in which they apply will be placed on a waiting list. The Program will retain such Applicants' information as submitted and will notify such Applicants if a subsequent Phase for which they may be eligible opens.

If the Program establishes additional prioritization criteria (for example, age of Household members or Disability status), the Program will evaluate the criteria to identify appropriate phasing. Applicants who do not meet the criteria for prioritization may also be placed on a waiting list as described in this section.

Applicants who do not meet the income criteria for Phase 1 but whose income is below 100% AMI and who demonstrate a hardship as defined below may be eligible through the Exceptions Panel review process:

- Disability: A person or household member who meet the Fair Housing Act's definition of "person with a disability". The Program may request reliable disability-related information that is necessary to verify that the person meets the Act's definition of disability. Depending on the individual's circumstances, information verifying that the person meets the Act's definition of Disability can usually be provided by:
  - The individual (e.g., proof that an individual under 65 years of age receives Supplemental Security Income or Social Security Disability Insurance benefits or a credible benefits statement by the individual), or
  - A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's Disability may also provide verification of a disability.

- **Debt Burden:** Repayable disaster housing Replacement or Rehabilitation loan, and/or medical debt service that when combined is greater than 30% of the yearly net pay or adjusted gross income earned by the household. Other forms of debt tied to disaster recovery may also be considered, on a case-by-case basis. HARP assistance will not be awarded to repay debt.
  - Repayable disaster housing Replacement or Rehabilitation loan may include secondary loans, chattel loans, HELOC (Home equity line of credit, fixed or revolving), refinanced mortgages, or credit card debt that the Applicant can demonstrate were used for disaster housing Replacement or Rehabilitation.

### 6.2.1.3 Property Eligibility Review

The Program will review the application to determine whether the property meets Program eligibility criteria (see [Property Eligibility Criteria](#)):

- **Property Damage Review:** The Program will first seek to verify damages via FEMA and SBA data feeds. If unsuccessful, the Program will review documentation submitted by the Applicant, see [Property Damage](#). In the event that the Program is unable to verify damage via any of these methods, the Program will verify damage during the Damage Assessment, see [Damage Verification Inspection \(DV\)](#).
- **Location Review:** The Program will use proof of Ownership documentation to verify that the Damaged Property is in one of the eight eligible counties.
- **Floodplain Considerations:** The Program will determine whether the property location is in a Special Flood Hazard Area, see [Properties Located in a Floodway](#).
- **Structure Review:** The Program will verify that the structure type is eligible based on property tax records. Should tax records be insufficient, building permits can be used to confirm structure type. If structure type cannot be verified by this method, it must be verified during the Damage Assessment.

### 6.2.2 Preliminary Eligibility Determination

Following review of the review of eligibility criteria, the Program will issue an eligibility determination, as follows:

- **Applicant Eligible:** The Program will issue a Preliminary Notice of Eligibility, notifying the Applicant that they meet the basic Program eligibility requirements, and that they will proceed to the Duplication of Benefits Review.
- **Applicant Ineligible:** The Program will issue an Ineligibility Notice, notifying the Applicant that they are ineligible for the Program, the reason for ineligibility, and instructions for challenging the Program's determination (see Program Appeals).

Applicants may challenge an ineligibility determination according to the timelines and methods described in [Program Appeals](#) policy. Reasons for challenging an ineligibility determination include, but are not limited to:

- Applicant has a hardship that may qualify them for the current Phase despite income over the AMI limit.
- Applicant has an Ownership issue (including, proof of ownership, tax delinquency, lien, or Mortgage delinquency) that they have cured or have a feasible plan for curing.

The Program will also refer Applicants who have barriers to eligibility that may be overcome through housing counseling and legal services for further assistance.

### 6.2.3 Home Recovery Pathway Discussion

Following the preliminary eligibility determination, the Program will assess whether the Applicant meets the conditions for participation in one of the Program pathways. The Program will use the Applicant's stated housing goal (which is collected during Program Intake) to determine whether they may meet the conditions for one of the Program pathways. The Program will work closely with the Applicant to determine whether their stated housing goal is achievable. This determination may need to be revisited as the Applicant moves through the Program.

## 6.3 Duplication of Benefits

The Program follows the following HUD-required steps to avoid a Duplication of Benefits (DOB) for individuals receiving CDBG-DR assistance prior to committing funds or awarding assistance:

1. Assess Applicant Need
2. Identify Total Assistance
3. Exclude Non-Duplicative Amounts and Identify DOB
4. Work in Place Report and Identify Remaining DOB
5. Agree to Contribute or Reconcile Remaining DOB
6. Calculate CDBG-DR Award
7. Agree to Repay, and Monitor Compliance and Reassess Unmet Need When Necessary

Please see Preliminary Grant Determination and Sample Award Calculation for additional detail and examples on how awards are calculated.

### 6.3.1 Assess Applicant Need

The need will be calculated based on the findings of the damage assessment, as described in [Inspections and Environmental Reviews](#).

For Replacement, Rehabilitation, and Reconstruction pathways costs incurred prior to application will be considered when calculating the total recovery need for purposes of excluding duplicative amounts. For the Home Purchase pathway, see [Home Purchase Determination of Total Need](#). For the Reimbursement Pathway, eligible activities undertaken by Applicants prior to applying for assistance will be included in the assessment of total applicant need.

### 6.3.2 Identify Total Assistance

To calculate DOB, the Program will identify “total assistance.” Total assistance includes all reasonably identifiable financial assistance available to an Applicant. It may consist of resources received and “available assistance.” (Assistance does not include the Applicant’s savings or gifts received from friends and family.)

#### 6.3.2.1 Common Sources of Assistance

The most common sources of disaster recovery assistance are from homeowner’s insurance, FEMA, SBA, and other state or locally funded recovery programs. Assistance may also come from non-profit organizations, faith-based organizations, disaster relief organizations, and other sources. The Program will, prior to the award of assistance, use the best, most recent available data from FEMA, the Small Business Administration (SBA), insurers, and any other sources of local, state, and Federal sources of funding to calculate Total Assistance (unless the applicant can demonstrate that these sources are incorrect) and prevent the duplication of benefits. Potential sources of Duplicative Assistance include, but are not limited to:

**Private Insurance:** All insurance proceeds received must be disclosed by the Applicant and verified by the Program by obtaining a final claims letter or contacting the insurance company. Any funds received that are classified as building loss, demolition, site cleanup, sewer/well repairs, or similar work be classified as rehabilitation assistance and will be considered Duplicative Assistance. This may also include cash settlements from private insurance or companies for wildfire liabilities; noting legal settlement fees are not included in the DOB calculation.

**Federal Emergency Management Agency (FEMA):** FEMA proceeds received must be disclosed by the Applicant and must be verified by the Program. Any funds received for property repair will be classified as Duplicative Assistance, unless FEMA has provided



written documentation to the applicant that they have reclassified their award and/or FEMA allows them to use their award for other purposes. OHCS may receive duplication of benefits information directly from FEMA through a HUD-FEMA Data Sharing and Matching agreement. The Program will compare the amount disclosed by the Applicant against the amount in the findings based on the computer matching process with FEMA. If there are any discrepancies between the two, the Program will notify the Applicant (through the award letter) of the portion of their award that was denied or reduced based on the data match. After receiving the award letter, Applicants may contest the amount of the DOB findings based on the computer matching, by providing additional support documentation from FEMA and/or other documentation required by the Program to verify the accuracy of the FEMA Duplicative Assistance.

- **Note Regarding Applicant Purchase of a FEMA Transportable Temporary Housing Unit (TTHU) or Temporary Housing Unit (THU):** The Program will also consider any discount received from FEMA for the purchase of a FEMA TTHU or THU (as defined by the [FEMA Individual Assistance Program and Policy Guide](#)) to be duplicative. See [Temporary Housing Purchase and Sale](#) for additional information.

**Small Business Administration (SBA):** Approved and/or received SBA proceeds must be disclosed by the Applicant and verified by the Program. The Program will verify assistance amounts through data provided by SBA, and if unable to verify utilizing SBA data, the Program will use the award amount provided by the Applicant. Additional information on how the program treats subsidized loans is in [Subsidized Loans](#).

**Oregon Department of Consumer and Business Services (DCBS) Fire Hardening Grant Program:** Funding must be disclosed by the Applicant and verified by the Program. Funds awarded for any site or structural improvements (including rehabilitation and mitigation measures) to the primary residence or purchase of a replacement home are likely to be duplicative with HARP.

**Oregon Department of Energy (ODOE) Energy Efficient Wildfire Rebuilding Incentive Program:** Funding must be disclosed by the Applicant and verified by the Program. Funds awarded for any site or structural improvements (including rehabilitation and mitigation measures) to the primary residence or purchase of a replacement home are likely to be duplicative with HARP.

**OHCS Manufactured Home Replacement Program:** Funding for Manufactured Home Replacement must be disclosed by the Applicant and verified by the Program. This assistance is a subsidized, forgivable loan, and is likely to be duplicative with HARP.

**Wildfire Recovery and Resilience Account (WRRRA) Funds for Construction and**

**Replacement:** WRRRA funds are those received by the Applicant under the WRRRA Program to be used for shelter, clothing, essential services, and Manufactured Home Replacement or Site-Built home Reconstruction. Funds awarded for any site or structural improvements (including rehabilitation and mitigation measures) or purchase of a replacement home are likely to be duplicative with HARP.

**Proceeds of Sale of Primary Residence:** While the proceeds are not technically a duplication of benefit with HARP, if an Applicant sold their Damaged Property (includes home, improvements, and land) and are participating in purchasing or Replacing a home on an Alternative Site, then the Program will assess the net proceeds of that sale of the Damaged Property to determine a reasonable amount the Applicant must contribute to the purchase, construction, or Replacement of their home.

**Other:** Examples may include assistance provided for Replacement or Reconstruction of the primary residence from legal settlements (insurance or with other entities like Pacific Power/PacifiCorp via class action lawsuits), nonprofits, Long Term Recovery Groups Unmet Needs Committees, and other governmental agencies.

### 6.3.2.2 Common Sources of Non-Duplicative Assistance

**OHCS Wildfire Damage Housing Relief Fund:** Funding was made available to assist low-income impacted families in the form of flexible cash payments. The program was provided for a general, non-specific purpose, and therefore is not considered to be duplicative with HARP.

**National Flood Insurance Program (NFIP):** Insurance proceeds received must be disclosed by the Applicant and verified by the Program. Payments from the NFIP for building loss are classified as repair assistance and will be considered duplicative assistance. It is not likely there will be proceeds from NFIP for DR-4277.

**Wildfire Recovery and Resilience Account (WRRRA) Rapid Rehousing or Flexible Assistance:** WRRRA funds are those received by the Applicant under the WRRRA Program to be used for flexible assistance (e.g., clothing, essential services) or temporary rental assistance. Funds awarded for flexible assistance or past temporary rental payments are not likely to be duplicative with the HARP award.

**Archie Creek Complex Fire PacifiCorp Legal Settlement:** HUD has determined that PacifiCorp's settlement payments settling claims arising from the Archie Creek Complex Fire settled through the Confidential Settlement Agreement and Release (a form of which is available here, PacifiCorp 2023 Wildfires Settlement Form 8-K) do not present a duplication of benefits for purposes of the State's 2020 CDBG-DR grant numbered B-21-DZ-41-0001,

because the payments are not financial assistance with respect to part of the disaster loss addressed by the CDBG-DR funds. Other legal settlement cases will be reviewed on a case-by-case basis.

### 6.3.2.3 Total Assistance

Total assistance includes all Available Assistance received by an applicant for recovery, including those that may not be considered duplicative. At a minimum, the Program's efforts to identify total assistance will include requiring Applicants to complete a questionnaire identifying total assistance received and a review of the most current FEMA, SBA, and State datasets to determine whether the Applicant received FEMA, SBA, or select State assistance. The Program will also attempt to work directly with insurance providers and other funders to verify benefits from insurance and any other major forms of assistance (*e.g.*, other State disaster assistance programs) generally available to Applicants. The Program will pursue methods to verify sources of assistance received by the Applicant, as applicable, prior to the award of CDBG-DR funds.

### 6.3.2.4 Available Assistance

Assistance is available if an Applicant has received the assistance and has legal control over it. Available assistance includes reasonably anticipated assistance that has been awarded and accepted but has not yet been received. Applicants for CDBG-DR assistance are expected to seek insurance or other assistance to which they are legally entitled under existing policies and contracts, and to behave reasonably when negotiating payments to which they may be entitled.

### 6.3.2.5 Private Loans, Personal Assets, and Other Non-Duplicative Resources

A **private loan** is a loan that is not provided by or guaranteed by a governmental entity, and that requires the CDBG-DR Applicant (the borrower) to repay the full amount of the loan (principal and interest) under typical commercial lending terms, *e.g.*, the loan is not forgivable or provided at a below market interest rate. For DOB calculations, private loans are not assistance and are not considered in the Total Assistance calculation, regardless of whether the borrower is a person or entity.

Total Assistance does not include personal assets such as money in a checking or savings account (excluding insurance proceeds or disaster assistance deposited into the Applicant's account); retirement accounts; private gifts from family or friends; credit cards and lines of credit; in-kind donations (although these non-cash contributions known to the grantee reduce total need); and private loans.

### 6.3.2.6 Subsidized Loans

By contrast, **subsidized loans** for the same purpose are included in the DOB calculation unless an exception applies. HUD defines subsidized loans as loans other than private loans (e.g., a forgivable loan or a loan with an interest that is lower than market rate is a subsidized loan). SBA, USDA, and other federal or state agencies provide subsidized loans for disaster recovery. Subsidized loans may also be available from other sources. Subsidized loans are assistance that must be included in the DOB analysis.

Subsidized loans are not counted as a DOB when those loans are declined or cancelled by the Applicant or the lender. The amount of a subsidized loan that is declined or cancelled will be excluded from the DOB calculation. To exclude declined or cancelled loan amounts from the DOB calculation, the Program will document that all or a portion of the subsidized loan is cancelled or declined.

**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.

The Program will not treat declined subsidized loans, including declined SBA loans, as a DOB (but are not prohibited from considering declined subsidized loans for other reasons, such as underwriting).

The Program is only required to document declined loans if information available to the Program (e.g., the data the Program receives from FEMA, SBA, or other sources) indicates that the Applicant received an offer for subsidized loan assistance and the Program is unable to determine from that available information that the Applicant declined the loan. If the Program is aware that the Applicant received an offer of loan assistance and cannot ascertain from available data that the Applicant declined the loan, the Program will obtain a written certification from the Applicant that the Applicant did not accept the subsidized loan by signing loan documents and did not receive the loan.

**Cancelled Loans** – Cancelled loans are loans (or portions of loans) that were initially accepted, but 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. The loan cancellation may be due to default of the borrower, agreement by both parties to cancel the undisbursed portion of the loan, or expiration of the term for which the loan was available for disbursement. The following documentation is required to demonstrate that any undisbursed portion of an accepted subsidized loan is cancelled and no longer available:

- A written communication from the lender confirming that the loan has been cancelled and undisbursed amounts are no longer available to the Applicant; or
- A legally binding agreement between the Program and the Applicant that indicates that the period of availability of the loan has passed, and the Applicant agrees not to take actions to reinstate the loan or draw any additional undisbursed loan amounts. For cancelled SBA loans, the Program will notify the SBA that the Applicant has agreed to not take any actions to reinstate the cancelled loan or draw any additional undisbursed loan amounts.

Without the above documentation, any approved but undisbursed portion of a subsidized loan will be included in the award calculation of the total assistance amount unless another exception applies.

### 6.3.3 Exclude Non-Duplicative Amounts

Once the Program has determined the total need and the total assistance, the Program will determine which sources it must exclude as non-duplicative for the DOB calculation. The Program will exclude amounts that are:

- Not considered duplicative or available assistance; or
- Provided for a different purpose; or
- Provided for the same purpose (eligible activity), but used for a different, allowable purpose.

Once these amounts are excluded, the remaining balance is the Applicant's DOB.

#### 6.3.3.1 Not Considered Duplicative or Available Assistance

As described above, this includes private loans, personal assets, and other non-duplicative sources; assistance that is not legally available to the Applicant; and declined or cancelled subsidized loans.

#### 6.3.3.2 Funds for a Different Purpose

The Program will exclude any assistance from total assistance that was A) provided for a different purpose than the CDBG-DR eligible activities or for a general, nonspecific purpose (e.g., "disaster relief/recovery") and B) not used for the Program purpose.

#### 6.3.3.3 Funds for the Same Purpose, Different Allowable Use

Assistance provided for the same purpose as the CDBG-DR purpose must be excluded when calculating the amount of the DOB if the Applicant can document that the actual

specific use of the assistance was an allowable use of that assistance for a different purpose than the Program assistance.

#### 6.3.3.3.1 FEMA Rehab & Replacement Awards for Temporary Housing

Applicants may have used assistance received from duplicative sources on temporary housing or housing that the Program determines to be unsuitable for long-term, permanent housing. In such cases, the Program will review files to determine the purposes allowable under the duplicative assistance. FEMA Rehabilitation or Replacement assistance used for temporary housing, will be considered an eligible use as replacement housing and will not create a duplicative benefit with HARP assistance for the permanent housing solution.

### 6.3.4 Work In Place Report and Calculating Remaining DOB

Work In Place (WIP) Reports include those pre-application Rehabilitation, Replacement, and/or Reconstruction activities undertaken prior to participation in the Program. The WIP Report establishes the value of the work completed before an Applicant applied to the Program. If the Applicant received any duplicative assistance, the DOB is first applied to the value of the WIP, thereby reducing the amount of DOB the Applicant is required to contribute toward the remaining project work. This is allowable because it demonstrates that the Applicant's DOB was used for a different, allowable use. See Section below for sample calculations.

The Applicant must provide a signed, self-certified statement that documents all labor and/or repairs made to the Damaged Property and/or housing replacement activities following the disaster event. A Program inspector must be able to determine with reasonable assurance that the WIP was completed after the date of the event. The details must be documented via photograph or other non-invasive means. The inspector will not dismantle any components to verify an underlying component but will instead use reasonable judgement to determine the accuracy and extent of the Applicant's assertion. For example, an Applicant may state that the electrical system has been replaced in its entirety, but the drywall has already been installed at the time of the WIP inspection, preventing the assessor from acquiring appropriate photo-documentation of the wiring. In this instance, the damage assessor can reasonably assume that the work was performed by evaluating the visible components in conjunction with any permits issued or inspections performed by the regulating body.



At the time of the damage assessment, the damage assessor will:

- Review the Applicant statement regarding WIP.
- Verify that the stated work was made and to what extent.
- Create a WIP report within the estimating platform.

The WIP Report will only include eligible Program items or items required by the local regulating body. As an example, if the structure originally had a jetted or Jacuzzi style bathtub, the Program would only give credit for a typical non-jetted tub as per the estimating software's price list. The item cost will be identified within the estimating platform using the appropriate tax rates and estimating price list for the region. If there is a discrepancy between provided invoices and receipts and the Program estimated amount, the lesser of the two will be applied. Only material costs will be included within the WIP if the applicant is unable to produce invoices and/or receipts showing evidence that work was performed by a contractor or eligible third party. This evidence may include invoices, contracts, purchase agreements, and contractor created scopes of work, as well as associated proofs of payment.

#### 6.3.4.1 Additional WIP Report Limitations

Additional WIP Report limitations include:

- Materials purchased but not yet installed are not eligible for consideration. These materials do not constitute an installed and/or permanent feature of the home. As an example, drywall purchased by the Applicant which is currently being stored on site pending installation is not eligible for inclusion unless and until it is permanently affixed to the wall.
- Activities performed on items or components not Programmatically eligible will not be included within the estimate.
- Credit will not be given for the additional cost of activities that may be considered a "remodel" unless those changes are a result of jurisdictional or regulatory requirements. As an example, the cost associated with an Applicant voluntarily adding a window to the living room would not be included. However, an egress window being added to a bedroom as part of a jurisdictional requirement may be eligible.
- Certain additions or alterations to the home's layout or floor plan may not be eligible for inclusion in the estimate as this activity generally does not contribute to restoring the home to its pre-disaster habitable state.

- If work was performed because of jurisdictional or regulatory requirements but deviates from what would reasonably be considered Rehabilitation because of the disaster event, the Applicant must provide documentation supporting the need for the work. Applicants may satisfy this requirement with the submission of a letter from the regulating jurisdiction, a code or ordinance reference that one would reasonably agree was a requirement specifically applicable to the damaged residence in question, or any other official form of documentation.

#### 6.3.4.2 Identify Remaining DOB

The WIP Report is used to determine the Applicant's Remaining DOB using the following formula:

Remaining DOB = DOB – WIP Report

**Example 1** – Applicant received repair assistance from FEMA in the amount of \$10,000 and the WIP Report resulted in \$0 invested into repair-related activities to the home or property. The remaining DOB is \$10,000.

DOB	\$10,000
WIP Report Value	\$0
Remaining DOB to Contribute Toward Remaining Project	\$10,000

**Example 2** – Applicant received a private insurance settlement in the amount of \$20,000 for repairs to the home and the Program assessed \$15,000 through the WIP Report. The remaining DOB is \$5,000.

DOB	\$20,000
WIP Report Value	\$15,000
Remaining DOB to Contribute Toward Remaining Project	\$5,000

**Example 3** – Applicant received assistance from FEMA in the amount of \$10,000 for replacing their MH and the Program assessed \$15,000 worth of completed work to the site necessary to be completed prior to replacing the home, which was allowed by FEMA. The remaining DOB is \$0.

DOB	\$10,000
WIP Report Value	\$15,000
Remaining DOB to Contribute Toward Remaining Project	\$0

## 6.3.5 Homeowner Responsibility Amount

### 6.3.5.1 Agreement to Contribute or Reconcile Remaining Duplication of Benefits

Program Participants with Remaining DOB are generally expected to contribute the Remaining DOB and/or any additional funds for deviations or ineligible costs (collectively referred to as “**Homeowner Responsibility**”) toward the Repair, Reconstruction or Replacement of their home before HARP funds enter the project. CDBG-DR assistance is intended to be the assistance of last resort, and this sequencing is in place to help ensure homeowners complete their projects with all available assistance, and to minimize the risk that the Program must recapture Program funds from Participants. The Program will work with Applicants prior to award approval to ensure all funding sources are committed and available to complete the project. Exceptions to this sequencing of funding may be approved on a case-by-case basis, through the Exceptions Panel.

ReOregon Staff will notify the Applicant of the approved documentation types required to prove homeowner responsibility funds are available and committed. Proof of funds must sufficiently document access to immediate funding. For example, allowable proof of funds verification may include documents from financial institutions. Exceptions to the approved documentation types or requested information are subject to review by the Exceptions Panel.

### 6.3.5.2 Homeowner Responsibility Submission

The Homeowner Responsibility Amount must be available and committed in full prior to the Pre-Construction Conference and/or Grant Agreement signing. For the Home Purchase Path, Applicants with a Homeowner Responsibility are required to submit the committed Homeowner Responsibility funds to the **Closing/Escrow Agent** or Title Company, as a payment identified within the Preliminary Settlement Statement. The Settlement will be reviewed to confirm the amount, ahead of being approved to receive the HARP Award. Participants in the Rehab, Reconstruction, or MH Replacement pathways will be required to submit the Homeowner Responsibility Amount to the approved Contractor, after the Notice to Proceed and before any CDBG-DR funds can be dispersed. ReOregon Staff will provide instructions on documenting submission of funds.

Applicants who struggle to provide evidence of available and contributed funds may request to pursue one of the options below, depending on their circumstances. An Applicant must be able to complete their reconstruction or replacement in order to participate in one of these DOB reconciliation options.

### 6.3.5.3 Reduced Home Size

The program will determine what type or project or home an eligible Applicant qualifies for per Program allowable costs, standards, and maximum awards. Applicants eligible for certain assistance or home sizes may request the Program to reduce their reconstructed or Replacement home award in order to achieve cost reductions that can be applied against the Applicant's duplication of benefit. This change does not permit a reimbursement to the Applicant for the difference credited back. The reduced home size must remain satisfactory to house the Applicant, based on [HUD occupancy requirements](#).

For Reconstructions, Applicants may reduce the square footage of the reconstructed home. In these cases, the DOB reduction amount is equivalent to the dollar per square foot cap multiplied by the difference in square footage between the approved reconstructed home floorplan and the floorplan that best fits the Applicant's pre-existing square footage and Household composition (number of bed and baths).

For MH Replacement, the DOB reduction amount is equivalent to the maximum award for the unit type for which the Applicant is eligible, minus the actual price of the final model selection.

### 6.3.5.4 Temporary Housing Purchase and Sale

Applicants may have used Reconstruction or Replacement assistance received from duplicative sources for the acquisition of temporary housing that the Program determines to be unsuitable for long-term housing. In such cases, the Program will review files to determine if the Applicant meets the requirements for this homeowner responsibility exception process. If approved, and: the purposes allowable under the duplicative assistance. If allowed, the Applicant is required to contribute the lesser of the following toward their duplication of benefits:

- The Applicant used their entire recon/rehab award on temporary housing costs, then the Applicant is responsible only for the submission of the final sale price. If the value of the sale does not cover the entire homeowner responsibility amount, the Program will waive the remainder as a depreciation. OR
- The Applicant has a homeowner responsibility for unaccounted for recon/rehab DOB, then the Applicant is responsible for submission of the full homeowner responsibility amount.

Applicants who select this homeowner responsibility option are ineligible for ORA, however, may be eligible for a pad lease supplemental award if the replacement site is at a different site.

To select this option, Applicants must meet the following criteria:

- Have a DOB amount, and
- Purchased temporary housing using assistance from a duplicative source and must contribute Homeowner Responsibility funds.
- Are not participating in the Home Purchase pathway.
- If contributing the proceeds of the sale, the Applicant must sign an Affidavit of Arm's Length Transaction, which states that all people involved are unrelated to one another. This document ensures that everyone is acting in the best interest to complete the transaction at a fair price.
- To minimize displacement, if the Applicant is living in the Temporary housing at the time of application, then the Applicant may continue to live in it through project completion. If the Applicant is unable to contribute their DOB amount at the time of grant execution, then the Applicant must remit to the Program the proceeds of the sale of the temporary housing within one month of moving into the completed project. Failure to remit the funds per the Program's instructions will result in the Program Participant being referred for recapture of Program funds.

#### 6.3.5.5 Forced Mortgage Payoff

A forced Mortgage payoff occurs when homeowners with an outstanding Mortgage balance are required, under the terms of their loan agreement, to repay the balance of the Mortgage loan before using assistance to rehabilitate or reconstruct their homes.

CDBG-DR funds shall not be used to pay a forced Mortgage payoff.

However, in the event the Applicant can provide documentation that the mortgage company required the Applicant to pay off the balance of the Mortgage – either through a letter or an acceleration clause or other similar documentation from the lender that specifies the Applicant had no control over the decision for the insurance proceeds to be used for the repayment of the outstanding mortgage balance– the Program may consider offsetting some of the insurance DOB. When making the decision to offset an insurance DOB due to a documented forced Mortgage payoff, the Program will consider the following types of circumstances:

- The amount of the payoff relative to the remaining costs required to rehabilitate or replace the home.
- The ability for the Applicant to obtain a sustainable replacement Mortgage upon completion of the project.

### 6.3.5.6 Contractor Fraud

Applicants or Participants who have filed a civil or legal complaint of contractor fraud may be considered for a duplication of benefit reduction with supporting documentation. Contractor fraud complaints will not be considered due to “shoddy work” or contracted work performed not meeting the homeowner’s expectation. Applicants/Participants must provide evidence of payment(s) made to contractor/builder demonstrating the attempt to properly use assistance received.

Additionally, the Applicants or Participants must provide proof that project was not completed (photos showing current condition of home; estimate of cost to complete the reconstruction, rehabilitation, or replacement from a new contractor, etc.). Applicants/Participants must also provide evidence that the applicant has filed a complaint with the appropriate authorities or initiated legal action against the contractor/builder accused of fraudulent practices. Funds received from the contractor or contractors agents as a result of the complaint are considered a duplication and subject to the terms in [Agreement to Repay](#).

Applicants/Participants should have copies of the following documents available when making a claim with the Program:

- Required - Signed Contract/Work Order/Invoice
  - i. Document must outline the scope of work and associated costs.
- Required - Proof of Payment
- Required - Formal Filed Complaint(s)
  - i. E.g., Police Report, Attorney General Filed Complaint, or Oregon Licensing Board Filed Complaint
- Civil or Criminal Suit
  - i. E.g. Small Claims Court, Legal Filing

### 6.3.5.7 Other Extenuating Circumstances

Additional cases may be reviewed by ReOregon Staff, on a case-by-case basis through the Exceptions Panel if the Applicant was never in control or possession of the funds.

### 6.3.5.8 Monitor Compliance and Reassess DOB When Necessary

The Program will reassess unmet need, when necessary. Applicants must notify the Program if they receive or are awarded additional assistance prior to executing their grant agreement, and their award may be adjusted. In addition, the Program may reassess the



value of the Applicant's need, resulting in a potential increase in award (subject to Maximum Award Caps). Examples include:

- A subsequent disaster that causes further damage to a partially rehabilitated home or business
- An increase in the cost of construction materials
- Vandalism
- Contractor fraud
- Forced Mortgage payoffs
- Theft of materials

### 6.3.6 Calculate Award

Awards are calculated using the following formula:

- Total Eligible Need (defined by Program damage assessments, site work assessments, and/or the home purchase need, as applicable)
- Less contribution of Remaining DOB or reconciliation of Remaining DOB
- Equals final Award (subject to Maximum Award caps)

Please see [Preliminary Grant Determination and Sample Award Calculation](#) for additional detail and examples on how final awards are calculated.

### 6.3.7 Agreement to Repay

As required by the Stafford Act, the Program will ensure that Applicants agree to repay all duplicative assistance to HUD or the applicable agency providing Federal assistance through the Program or its Subrecipients. To address any potential DOB, the Program will require each Applicant to enter into an agreement with the Program to repay any assistance later received for the same purpose for which CDBG-DR funds were provided. This agreement will be in the form of a **Subrogation Agreement** or similar document and must be signed by every Applicant before the Program disburses any CDBG-DR assistance to the Applicant, see [Subrogation Agreement as Part of Grant Award Execution](#).

#### 6.3.7.1 Collecting a Duplication

If a potential DOB is discovered after CDBG-DR assistance has been provided, the Program will reassess the Applicant's need at that time. If additional need is not demonstrated, CDBG-DR funds will be recaptured to the extent they are in excess of the remaining need and duplicate other assistance received by the Applicant for the same purpose.

Under the Stafford Act, a federal agency that provides duplicative assistance must collect that assistance. For CDBG-DR grants, the Program must and will collect duplicative assistance it provides.

## 6.4 Inspections and Environmental Reviews

Assessment inspections will be performed on sites determined to be preliminarily eligible to verify the damage sustained as a result of the disaster; quantify the value of the work completed and/or remaining; and identify any environmental concerns. These inspections are the Damage Verification Inspection (DV), the Scope of Work Inspection (SW), and the applicable Environmental Review. The DV inspection may occur as a desk review of information and documentation provided by the Applicant or it may occur on site in conjunction with the SW inspection. The Applicant will complete the Right of Entry document allowing the Program and its representatives to enter the home for Program-related purposes, see [Right of Entry](#). The Environmental Review will be performed should the site be determined to be eligible. The project may also be subject to a Lead-Based Paint Inspection (LBP) and/or an Asbestos Containing Materials Inspection (ACM).

### 6.4.1 Damage Verification Inspection (DV)

The Damage Verification inspection is a review performed by the Program which will determine eligibility of the damages sustained. The report generated will detail whether or not the damages identified were as a result of an eligible event. The report will also document the present site conditions as they may impact the ultimate scope of work. These items include, but are not limited to, the following:

- Debris and waste
- Structures and/or outbuildings
- Environmental concerns
- Any other items that may impact the scope of work and its intent

A desk review will be performed if the information provided to the Program is sufficient to make a determination. This information may be provided by the Applicant or any other provider that the Program determines to be reliable and accurate.

### 6.4.2 Scope of Work Inspection (SW)

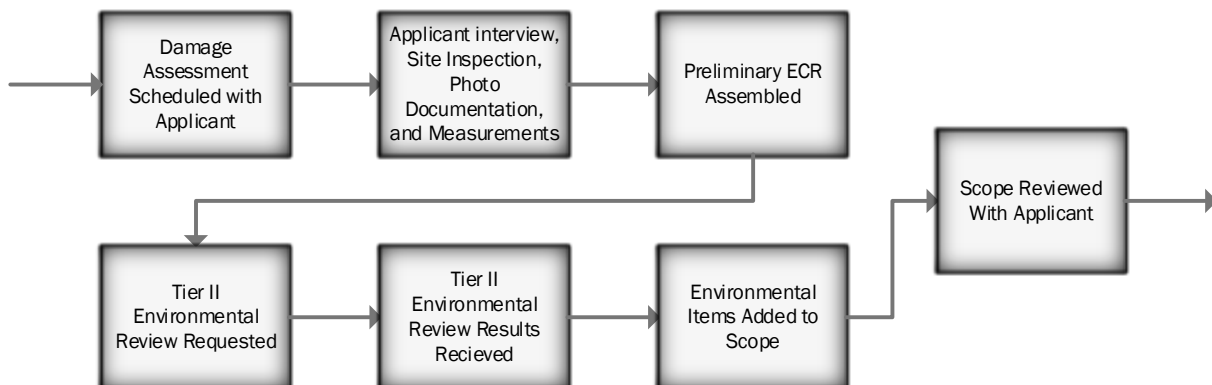
The damage assessor will produce the following estimates through on-site Scope of Work Inspection(s):

- Work In Place Report (WIP): verifies disaster related damages and estimates the amount of previously completed work on the home.
- Estimated Cost for Repairs (ECR): the amount of necessary work to bring the home to Program standards. This may include HQS items, site work, or any other work necessary and/or eligible.

The Damage Verification Inspection and the Scope of Work Inspection may occur at the same time.

All property improvements identified in the WIP and ECR must tie back to the 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562), address code violations, include Green Building Energy Requirements, eliminate Housing Quality Standards issues, meet Program standards, and promote mitigation/resiliency. It is important to note that damage assessors do not evaluate structural damages to a home. The Program will arrange for a licensed structural engineer to evaluate any indications of structural damage observed or suspected by either the Applicant or the damage assessor. Damage Verification Inspections are conducted in accordance with the Program procedures.

The Scope of Work Inspection also captures information on the required remaining work by generating a line-item ECR, which includes photographic and inspector justification for the necessity of each approved construction line item. When photographic justification is not available, inspector notes may be used for justification. These procedures are subject to update and change contingent on policy changes and clarifications.



#### 6.4.2.1 Inspections Scheduling

Applicants are responsible for actively participating in the inspection process and providing access to their property for damage assessments, lead-based paint testing, jurisdiction inspections, and construction progress inspections. The Program will make every attempt to remain in contact with each Applicant to schedule or reschedule required inspections, see [Inspections & Scheduling](#) for more information.

### 6.4.2.2 Verifiable Damage Assessments

To be eligible, it must be demonstrated that damages to the structure were a direct result of the 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562). A Damaged Property will be considered directly impacted by the disaster only if the damages were a result of the disasters on September 7, 2020, through the main containment date of November 3, 2020. The Applicant shall certify the connection between wildfires and straight-line winds and the damages shown in the Damage Assessment at the time of Grant Agreement execution. If the damage inspector is unable or unwilling to conclude that a damaged component or components of the Damaged Property were directly caused by 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562), the Applicant may submit further proof of damage as per [Property Damage](#).

### 6.4.2.3 Unsafe Dwelling

If a home is deemed unsafe for entry due to information provided by the Applicant, local officials, or visual inspection by the damage assessor, the damage assessor will not enter the home. The damage assessor should only enter areas that are deemed safe. If the home, in part or in its entirety, is unsafe, the damage assessor must document through notes and photographs with as much detail as possible the reason the structure or areas of the structure are unsafe. Reconstruction or Replacement estimates are the only type of estimate performed when a home is unsafe to enter, has been demolished, or has been partially demolished.

The Applicant is responsible for ensuring that visitors to the property are not impeded by any situations within their control. As an example, aggressive dogs may prevent the assessor from performing the assessment and may cause the visit to be rescheduled, impacting the project timeline.

#### 6.4.2.3.1 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 municipality or fire authority as being unsafe to enter.

The site conditions will be documented by the Program damage assessor, supporting the unsafe conditions.

#### 6.4.2.3.2 Demolished Structures

If a structure has been demolished or partially demolished, a Reconstruction or Replacement estimate is the only eligible approach.

#### 6.4.2.3.3 Unsuitable For Rehabilitation

A home determined to be unsuitable for Rehabilitation is one in which the structural elements are compromised and the required Rehabilitation may not return the structure to its pre-disaster state without exceeding the amount specified in [Estimated Cost of Reconstruction](#).

#### 6.4.2.4 Damage Assessment Photographs

Photographs must be included in the assessments. Rooms with scoped items must have photographs. Photographs should not include people. Photographs taken at the initial site inspection of the Applicant's property shall include the following elements:

- Front elevation
- All other exterior elevations
- Interior photos of all accessible areas
- Interior/exterior photos of home damage
- Interior/exterior photos of Housing Quality Standards violations
- Backyard and side yards
- Proximity of dwellings to any outbuildings close to the home
- Visible environmental issues
- Mechanical rooms and units (including serial and model numbers)
- Attic spaces, if accessible
- Crawlspace, if accessible
- All photos should have a date stamp or clearly indicate within the image's comment when it was taken.

#### 6.4.2.5 Sources of Estimate Data

Prices for construction material and labor vary, often significantly, among suppliers and homebuilding contractors, both regionally and within the same city. To ensure consistency and fairness throughout the affected counties, the Program 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.

#### 6.4.2.5.1 Pricelist Selection

Estimates completed by the damage assessors use Xactimate pricing data as of April 2024. Regional pricing from the specific Oregon region will be applied, and state and local sales tax will be included based on local jurisdictional tax rates. Pricing data may be periodically reviewed or updated to ensure that projects can be completed under current market conditions.

#### 6.4.2.5.2 Alternative Estimate Data

In some instances, the preferred estimate pricing source may not have data relevant to the item(s) required for developing the WIP or ECR. The Program may use alternative estimating data and/or systems to identify a reasonable cost basis for the item in question. Examples of alternative data are:

- RS Means
- National Building Cost Estimator
- National Construction Estimator
- National Building Cost Manual
- Competitive Bids
- Other industry standard estimating software

#### 6.4.2.6 Ineligible Items

Unless otherwise required by the local municipality, homeowners' association, or the like, the following items will not be included in the WIP or ECR:

- Rehabilitation or Replacement of detached structures such as carports, sheds, garages, swimming pools, decks, or fences (detached garage repairs or Demolition will only be included when required by local codes), unless required by the Manufactured Housing Park or the homeowners' association. Exceptions will be reviewed for cost reasonableness.
- Any work or materials in excess of default-grade as defined by the cost estimating software used.

#### 6.4.2.7 Work In Place (WIP) Report

Work In Place (WIP) reports are component-by-component assessments of Rehabilitation, Replacement, and/or Reconstruction work performed at the time of assessment using Xactimate assessment tools and software. Work performed is 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 WIPs on structures that are safe to enter and not demolished or partially demolished.

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 inclusion. Actual expenses incurred may be higher than the Program's eligible expenses and price standard. In many circumstances, the eligible WIP item amount will be less than the actual price paid by the Applicant. Receipts will not be accepted as justification to increase the Program allowances identified for any eligible WIP line items in the estimate. Uninstalled materials will not be included on the WIP.

All work performed must be identified by photos where practical on the WIP and validated by the damage assessor during the onsite inspection. Only material costs will be included within the WIP if the applicant is unable to attest that the work claimed was performed by a contractor or eligible third party. If the applicant attests that the work was performed by a contractor or eligible third party the WIP will be assembled in the same manner as the ECR where the overhead rate will be applied, see [Overhead](#).

The WIP will also verify that all Rehabilitated, Reconstructed or Replaced homes that are underway or complete meet the Program elevation requirement or the local jurisdiction requirement, if the home was required to be elevated. Failure to meet the elevation requirements may result in full or partial program ineligibility.

The WIP will not be modified after the initial inspection.

#### 6.4.2.7.1 Unsupported Applicant Statements

Statements made by the Applicant may be verified through review of additional documentation or sources of information if the conditions in the field do not agree with the statements being made. Occasionally, an Applicant may be in error when reporting which elements of the home were or were not repaired, for example. The Program may review the file and make a determination that the Applicant had knowingly attempted to deceive the damage assessor. Should this occur, the file will be referred for an Anti-Fraud, Waste, and Abuse review.

#### 6.4.2.8 Estimated Cost of Repairs (ECR)

An ECR will be created for all projects and will detail the total amount of work needed to Rehabilitate, Reconstruct, or Replace the damaged home.



#### 6.4.2.8.1 Overhead

Overhead in the amount of 20% will be added to individual Scope of Work items or included in Program allowances. This additional 20% is intended to cover the inherent costs of obtaining and paying a homebuilding or rehabilitation contractor, as this is the typical charge passed onto the homeowner. The amounts associated with the ECR are what the project will be eligible to receive.

For example, if the ECR identifies twenty linear feet of countertop as needing to be completed, and the amount ascribed by the estimating software is four hundred dollars, this plus overhead represents the highest amount for the item that the Program will disburse.

For Scopes of Work that contain items other than those limited by the established allowance, these items will receive the 20% overhead increase. For example, the Participant is eligible only for the single wide manufactured home allowance. However, if the home also needs a connection to the city sewer to be installed at the Program amount noted in [Site Work and Additional Eligible Activities](#), the overhead amount will be applied to this additional item.

Overhead will not be added to material-only estimates. The Program may review the overhead periodically and, as a result of the review, may update or revise it according to current pricing data.

#### 6.4.2.8.2 Rehabilitation

The Program provides grant assistance to address disaster related damages but does not provide assistance for deferred maintenance other than that required to ensure a habitable home, protect the investments being made through the Program, and/or for damages that may have occurred during the construction process or subsequent to the disaster.

The ECR prepared by the damage assessor is a documented line-item-by-line-item cost to repair the damages to the Applicant's home. The ECR also quantifies materials and labor necessary to repair observed damages.

The ECR is based upon default -grade materials within the cost estimates. The ECR uses construction-industry software (Xactimate), which collects costs for materials, labor, and equipment in the local area, in order to arrive at an accurate estimate of remaining work. The default grade will be used when pricing items within the Xactimate platform.

Additionally, the damage assessor will attempt to identify site conditions which may impact the cost to connect and/or reconnect to services and utilities to the structure. Some sites may be disallowed from connecting to existing, outdated sewage and/or water systems and may result in consideration of alternative approaches.

#### 6.4.2.8.2.1 General ECR Requirements

General ECR requirements are as follows:

- Improvements must be designed to meet local building codes and to achieve habitability of the home.
- All improvements must be physically attached to the property and permanent in nature. Site work is eligible only if the Applicant's home also receives Rehabilitation or Reconstruction services, and if the improvement will correct a threat to health and safety.
- All threats to health and safety must be completed before general improvements. These include lead-based paint and asbestos remediation, building code violations, as well as any site work needed to stabilize the property, control erosion, correct drainage problems, and protect the home from future flooding.
- Exterior work includes roofing, foundations, paint or siding, non-public sidewalks, site grading (if necessary to control flooding), utility connections (from property line to the adjacent street), septic systems, well water systems, doors, locks, skirting, leveling, and bracing.
- Interior work includes electrical repairs or rewiring, plumbing, replacement of damaged flooring where it poses a hazard, doors, locks, painting, abatement of lead-based paint and/or asbestos, replacement of inoperable built-in appliances and the installation of damage vents in basements and crawl spaces.
- Incorporating Green Building Requirements (GBR) to include weatherization, and other energy conservation measures such as insulation, caulking, weather stripping, ENERGY STAR appliances, and repair and replacement of windows, doors, and heating systems.
- Modification of project scopes to aid the mobility of the Elderly and physically disabled such as installing accessible showers, lever hardware, and ramps; retrofitting toilets to achieve adequate height; moving power points and light switches; widening doorways; and lowering sinks in kitchens and bathrooms.
- All structures built before 1978 must be evaluated for lead-based paint hazards and must comply with the Lead Safe Housing Rule (LSHR) (24 CFR Part 35, subparts B-R). Where such hazards are detected, the homeowner(s) will be notified, and appropriate steps will be taken to mitigate dangers from lead-based paint.

- All scope of work items related to structures built prior to 2004 must be inspected for asbestos-containing material

#### 6.4.2.8.2.2 Incomplete/Insufficient Applicant Repairs

Eligible work performed by the Applicant prior to the Damage Assessment that is incomplete or insufficient may be included within the ECR if the item poses a life/safety hazard or is essential to completing other necessary scope. Examples include missing smoke detectors, accessibility considerations, and fire-hardening retrofits.

#### 6.4.2.8.2.3 Manufactured Home Rehabilitation

The Applicant may elect to keep a Replacement Manufactured Home provided the unit and any Rehabilitation adheres to the stipulations noted in [Manufactured Home Replacement Awards](#).

#### 6.4.2.8.3 Estimated Cost of Reconstruction

Reconstruction and Replacement cost estimates differ from Rehabilitation cost estimates in that they are based on established amounts referenced in [Award Calculation and Maximum Award Cap](#). In certain circumstances, the structure may be identified as being eligible for Reconstruction. The following scenarios will be considered when evaluating a home for Reconstruction:

- Remaining home Rehabilitation cost that exceeds the Rehabilitation Threshold (See [Rehabilitation Thresholds](#)).
- The home is damaged such that it is infeasible to rehabilitate.
- The structure is unsafe to enter.

Should the remaining Rehabilitation exceed the Rehabilitation Threshold, it will be considered for Reconstruction. As an example, the Program Reconstruction amount indicates that the structure is valued at \$100,000 however the Damage Assessment identified \$85,000 in ECR work remaining. The ECR represents 85% of the Reconstruction amount and exceeds the Rehabilitation Threshold, resulting in a structure eligible for Reconstruction.

Eligible square footage for a stick-built home will be determined using the best available data. This data may be the existing foundation, satellite imagery, tax assessor data, aqor similar. The eligible square footage multiplied by the price per square foot will yield the Reconstruction estimate amount. Example:

- The original structure was 1,200 square feet, with an additional 200 square foot carport. The eligible square footage amount of 1,200 is multiplied by the \$155.00 per square foot Reconstruction Multiplier to yield a Reconstruction estimate

amount of \$186,000.00. The carport is not eligible for inclusion within the structure square footage.

#### 6.4.2.8.3.1 Reconstruction ECR

The initial estimated cost to reconstruct or replace the home will be captured within an ECR using the Program allowance and/or applicable multipliers. The applicant will be eligible for the corresponding Program Plan that agrees with the size of the destroyed structure. Unless granted an exception to use applicant-designed plans and applicant-provided contractor, the project will be required to use the Program-provided buildable plans.

If granted an exception to use an existing set of plans and contractor, the ultimate assistance amount will be the lesser of the Program estimate *or* the contracted amount. Prior to the first project disbursement, the Program will adjust the grant amount and draw schedule accordingly.

#### 6.4.2.8.3.2 Items Included Within Reconstruction Multiplier

The Reconstruction Multiplier noted in [Award Calculation and Maximum Award Caps](#) is inclusive of the following elements:

- Turn-key main structure and all typical components, including stove, refrigerator, washer, dryer, and hood-vent microwave.
- Foundation and connections
- Egress landing, stairs, and handrail
- Trees up to two (2) feet in diameter and shrub removal within ten (10) feet of the structure's foundation and/or footprint to allow for construction
- Sales Tax
- Mobilization and demobilization from the work site
- Site preparation
- Three (3) foot width of sod at building's perimeter to prevent run-off
- Prescribed fire hardening measures
- Green Building Standard and Energy Efficiency requirements
- Additional items as stipulated within the Construction Standards document

#### 6.4.2.8.4 Estimated Cost of Manufactured Home Replacement

Calculation of an Applicant's eligible award for Manufactured Home Replacement is based on the size category (single wide or double wide) of the damaged structure. If any portion of a structure is a Manufactured Home, the entire structure will be classified as a Manufactured Home for purposes of the Program. 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.

For Program-Managed Projects, the Applicant will be required to select from a listing of single or double wide units as presented by the Program. This selection will determine the Contractor who will be engaged to perform the work.

#### 6.4.2.8.4.1 Items Included Within Replacement Allowance

The Replacement amount noted in Award Calculation and Maximum Award Cap is inclusive of the following elements:

- Turn-key main structure and all typical components including stove, refrigerator, washer, dryer, and hood-vent microwave.
- Egress landing, stairs, and handrail
- Sales Tax
- Mobilization and demobilization from the work site
- Site preparation
- Prescribed fire hardening measures
- Green Building Standard and Energy Efficiency requirements
- Additional items as stipulated within the Construction Standards document

#### 6.4.2.9 Structure Size or Type Disputes

Should the Applicant appeal the Program-determined size or type of the home, the Applicant must acquire and present alternative, verifiable, and accurate documentation for review. The Program will make the final decision on the eligibility of the structure type and size.

#### 6.4.2.10 Additional Assistance Considerations

Additional considerations may be given to those properties that have accessibility requirements, special jurisdictional requirements, and any other requirements not included within the specified Replacement and Reconstruction amounts. Examples may include an access ramp, municipal driveway apron requirements, or site requirements for drainage.

#### 6.4.2.11 Removal of Damaged Home

Any Replacement or Reconstruction project must include removal of the original home. No completed project may increase the number of units on the property. The Program will assess whether additional assistance is necessary to remove the damaged structure.

#### 6.4.3 Deviation from Eligible Scope

Deviation from, or modification of, the design and/or scope of work elements that impact the footprint of the building, alter finish and/or fixture quality, violate the floor plan or building envelope, or change or deviate from Program design standards, may jeopardize the eligibility of the project or the ability of the Program to disburse payment. Program funds will not be disbursed for any deviations or modifications and the participant will be responsible for any of the costs incurred.

Further, if an item delivery or installation is delayed, the Applicant may be required to select a readily available alternative that is available and of comparable cost. Item delivery and/or installation delays may result in project ineligibility and recapture of expended Program funds.

Examples of this may include:

- Changing an established floorplan or reconfiguring an existing home's layout as this may cause a delay in completion or may result in a finished home that does not conform to Program standards.
- Installing vinyl siding on new construction instead of Program prescribed fiber cement siding as this doesn't agree with the Program's intent to install fire resistant materials.
- Changing a floor selection from a standard material to a more exotic material that is not readily available as this may cause a delay in completion.
- Construction of a home addition, whether minor or major, is not an eligible use of Program funds and may cause the project to become ineligible.
- Installing an item of a quality less than that specified by the Program, such as a plastic bathroom faucet as opposed to a metal-bodied faucet.

The amount that the Program will disburse, regardless of the increased level of finish or labor complexity, will only be the Program-eligible amount for the corresponding element. For example, should the Applicant instruct the Contractor to install marble countertops, the Program will only fund the amount equivalent to that of a laminate countertop. The Applicant will be wholly financially responsible for the net deviation amount.

### 6.4.4 Environmental Reviews

Every project undertaken with CDBG-DR funds, including Replacement, Rehabilitation, and Reconstruction, and all activities related to that project are subject to the provisions of the *National Environmental Policy Act of 1969* (NEPA), as well as the HUD Environmental Review regulations at 24 CFR Part 58. The scope and level of Environmental Review depends on the activities and circumstances of the project. ReOregon Staff will help Applicants understand the Environmental Review requirements for their respective projects. The HUD Environmental Review process must be completed before any funds are committed through a Grant Agreement and disbursed for Program-eligible activities. A violation of this requirement may impact any federal assistance allocated to the project. To comply with these requirements, the Program must:

- Complete the Tier I and Tier II and any other applicable Environmental Review process prior to committing funds to an Applicant’s project through a contract, Grant Agreement, or disbursing funds; and
- After an Applicant applies to the Program, ensure that no contracts are signed, no work is started/continued, and no other choice-limiting actions are undertaken, even if that work is conducted with private funds, prior to the completion of the Environmental Review process (“Stop Work”).

Compliance factors that are considered as part of the tiered Environmental Review process may include:

- |                             |                                      |                               |
|-----------------------------|--------------------------------------|-------------------------------|
| • Airport Hazards           | • Coastal Zone Management            | • Farmlands Protection        |
| • Coastal Barrier Resources | • Contamination and Toxic Substances | • Floodplain Management       |
| • Flood Insurance           | • Endangered Species                 | • Historic Preservation       |
| • Clean Air                 | • Explosives and Flammable Hazards   | • Noise Abatement and Control |
| • Sole Source Aquifers      | • Environmental Justice              | • Wetlands Protection         |
| • Wild and Scenic Rivers    |                                      |                               |

In addition to completing the applicable Environmental Review process, the Program must address all environmental hazards related to lead-based paint, asbestos, mold, as well as other environmental-permitting requirements and mitigation measures as identified in the Environmental Review of an Applicant’s project.

If there are hazardous materials identified onsite or in the testing of soil samples, the Program will develop a scope of work for abatement and/or remediation requirements. The Applicant is responsible for engaging with qualified contractors who can carry out the



abatement and/or remediation activities per federal and State requirements. The Program will not issue a Notice to Proceed for Reconstruction, Rehabilitation, or Replacement until the Applicant has carried out any required remediation or abatement activities.

It is important to note that the construction activity identified in the Environmental Review must match the construction activity scoped for the Applicant's project (i.e., Rehabilitation, Reconstruction, elevation, etc.). Additionally, should the Applicant need or be eligible to relocate to a different site due to health or safety reasons, after the preliminary Environmental Review is completed then a secondary Environmental Review must be performed prior to any work occurring.

No activities are permitted to be undertaken during the Environmental Review process, please refer to [Stop Work Requirement](#). Violations of these requirements may jeopardize Program assistance to an Applicant's project and result in disallowed costs that may have to be repaid or recaptured. Further, these activities may jeopardize the project such that it may not be permitted to continue through the Program.

## 6.4.5 Lead-Based Paint

### 6.4.5.1 Lead-Safe Certification

During Application intake, all households in occupancy (owner and Tenant occupied) shall receive a copy of *Protect Your Family from Lead in Your Home* pamphlet also available here: <https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>.

The *Lead-Safe Certified Guide to Renovate Right* brochure will be provided no more than 60 days prior to the start of construction, also available here: [The Lead-Safe Certified Guide to Renovate Right \(epa.gov\)](#).

### 6.4.5.2 Lead-based Paint Risk Assessment

A lead-based paint risk assessment will be conducted on all homes constructed prior to 1978. Prior to estimating the cost of the repairs, the Program will make every attempt to confirm a property's date of construction. Documentation of identified sources used to determine the age of structure will be maintained with the project file.

All risk assessments will be performed by a certified risk assessor. Once complete, a copy of the completed risk assessment will be provided to all occupants residing in the structure within 15 business days.

**Reconstructed Homes:** At the initial site inspection, if the property is determined with a high level of certainty to require Reconstruction (e.g., it is destroyed or structurally unsafe

to enter, or existing conditions are such that the building cannot be rehabilitated), a lead-based paint Risk Assessment will not be conducted unless the determination of Reconstruction is changed to Rehabilitation. Best management practices are to be utilized during Reconstruction.

#### 6.4.5.3 Homes with Lead-Based Paint

If the Risk Assessment identifies the presence of lead-based paint, the remediation and clearance of lead-based hazards will be incorporated into the scope of work for the property. The Applicant shall be provided with a Notice of Lead Hazard Evaluation or Presumption pertaining to presence and location of lead-based paint hazards within 15 business days of the evaluation.

**Contractors to Follow EPA Rule:** All firms performing, offering, or claiming to perform renovations, repairs, or Rehabilitation for compensation on damaged properties constructed pre-January 1, 1978, must comply with the EPA's Renovation, Repair, and Painting rule and the EPA's Lead Pre-Renovation Education rule. This means that all general contractors performing Rehabilitation on **Homeowner Recovery Program** properties that are pre-1978 housing must be an EPA-certified firm or procure an Oregon state-certified abatement firm to conduct the abatement work. A copy of the **GContractor** and/or lead-based paint abatement firm's lead-based paint certifications and certifications of their lead abatement supervisor and workers must be provided to the Program and will be uploaded to the Applicant's file.

In accordance with 25 CFR § 35.93(c), a residential property receiving an average of more than \$5,000 and up to \$25,000 per unit in federal Rehabilitation assistance will include a scope of work to perform interim controls of all presumed lead-based paint hazards, implement safe work practices during Rehabilitation work, and repair any paint that is disturbed and is known or presumed to be lead-based paint. In accordance with 24 CFR § 35.1330(d)(f)(1) and (2), soil-lead hazards and abatement interim controls will be utilized to control soil-lead hazards.

In accordance with 24 CFR § 35.930(d), for residential properties receiving \$25,000 or more in federal Rehabilitation assistance (which includes reimbursement), the Risk Assessor will develop a scope of work that includes the abatement of all lead-based paint hazards identified from the lead risk assessment. All lead-based paint hazard abatement work will comply with HUD and EPA regulations.

**Clearance:** As all Rehabilitations performed through the Program are funded with federal assistance, clearance examination is required for all structures that have not been determined to be free of lead-based paint (24 CFR § 35.1340). At the conclusion of all lead-based paint hazard abatement, the Applicant and/or Contractor must engage a firm to

provide a clearance examination. A copy of the lead hazard reduction or abatement report and a clearance letter or abatement report must be provided to the Program.

No additional work should occur within, and no entry should be made into, the area for which clearance is requested until the clearance inspection occurs, and clearance is achieved. Should the clearance inspection show that the hazards have not been sufficiently removed or that the Applicant and/or contractor caused the clearance examination to fail, the Program may not fund subsequent clearance examinations.

The Applicant/contractor must coordinate with their clearance inspector to ensure that the clearance examination is performed in timely fashion as close to the completion of the activities as reasonably possible. Additional funding to address items as a result of a failed lead clearance inspection may not be issued.

#### 6.4.6 Asbestos-Containing Materials (ACMs)

An asbestos survey is performed on scope of work items for all structures constructed prior to January 1, 2004, by a Program-provided Oregon state-certified asbestos inspector when Demolition or Rehabilitation is required.. This applies to any program-eligible structure, including a home which was purchased post-disaster that is eligible for retrofits and/or repairs. A copy of the asbestos inspector's certification must be attached to the asbestos survey and must be current at the time of inspection. If testing identifies asbestos-containing material, associated removal and disposal activities will be incorporated into the ECR and made available to the Applicant and Contractor.

Asbestos-containing materials that will be disturbed or removed by the renovation or demolition must be removed and disposed of in accordance with federal and state regulations. If asbestos-containing materials should become apparent once construction begins or additional construction scope is required, procedures aligned with state and local—as well as HUD and EPA—abatement procedures will be followed. Costs for additional assessment and/or removal will be reimbursable as a change order to the Contractor.

The Applicant must provide documentation to the Program demonstrating that an Oregon state-accredited asbestos firm has been retained and that notification was provided to the State's Department of Environmental Quality (DEQ) before all asbestos-disturbing and/or Demolition work is commenced.

This notification is in addition to any other permits that may be issued by other local municipal or county offices and must be postmarked or received by the DEQ at least 10 business days prior to the commencement of the Demolition activity. **Please note**

**that Oregon Department of Environmental Quality requires a demolition notification, even if no asbestos was identified by the facility/building inspection.**

A copy of the firm's license and worker certifications must be provided to the Program by the Contractor prior to commencing work on the home and all certifications, licenses, permits, surveys, and manifests will be saved within the Applicant's file.

The Contractor will be required to provide the Program with a copy of the disposal manifest for all asbestos-containing materials removed from the site as a condition precedent to final payment.

All asbestos abatement will be done in accordance with all applicable rules and regulations. Specific Oregon Department of Environmental Quality requirements can be found in the Oregon Administrative Rules Chapter 340 Division 248 Asbestos Requirements and specific NESHAP requirements can be found in 40 CFR Subpart M.

## 6.4.7 Mold Assessment and Remediation

### 6.4.7.1 Mold Assessment and Testing

**Demolition and/or Reconstruction Projects:** Mold assessment and/or testing of the existing structure are not performed on Reconstruction projects.

**Rehabilitation Projects:** All Rehabilitation or repair projects require a visual assessment for mold by the damage assessor. If a visual inspection reveals the presence of mold, additional testing is not necessary unless recommended by the damage assessor. If necessary, the Program will provide assistance for a qualified professional mold remediation firm or individual to perform testing for mold. Testing services will only be provided to homeowners who have been approved for participation in the Program.

### 6.4.7.2 Mold Remediation

Currently, no governing standards establish acceptable levels of mold spores in the indoor air or on surfaces. According to the EPA, mold is present everywhere in the environment. For all projects, identified moisture sources should be eliminated prior to further remediation. Post-remediation dehumidification may be necessary to completely dry the remaining structural framing materials prior to construction. In cases where this occurs, the damage assessor may incorporate this into the Damage Assessment and ECR. Mold must be remediated by a Contractor when it is or was identified either at time of the initial inspection or during the Contractor's walk-through. Construction materials harboring mold must be cleaned or replaced.

### 6.4.8 Radon

Radon is a radioactive gas that cannot be seen, smelled, or tasted. The U.S. Environmental Protection Agency estimates that Radon is the second leading cause of lung cancer in the United States. Radon gas is a natural substance that can be found in the dirt and rocks beneath houses, in well water, and in some building materials. Homes being reconstructed shall be required to adhere to Radon resistant construction practices. While Clackamas County is the only area requiring radon-mitigating construction for new construction, OHCS opts to take a more pro-active approach. and include radon mitigating construction practices when replacing, reconstructing, or substantially improving a residence and Radon mitigation practices will be included where practicable and/or within the boundary of the zip codes listed as “moderate” or “high” in this table: <https://www.oregon.gov/oha/PH/HEALTHYENVIRONMENTS/HEALTHYNEIGHBORHOODS/RADONGAS/Documents/Radon%20Risk%20Level%20Zip%20Code%20Table%202023.pdf>.

## 6.5 Program Architectural & Engineering Reviews

Architectural and Engineering (A&E) services will be provided by the Program, unless the Participant and/or Contractor are directed or approved to engage an architect or engineer. A&E costs are subject to a cost reasonableness review by the Program.

The Program will also utilize the A&E firm to design Program Plans in various square footage sizes. These Program Plans will be assigned to the Applicant’s project based on the square footage of the originally destroyed structure.

Additional reviews or services that make it necessary to engage the A&E may include the following:

- Stormwater management, where the project is subject to requirements dictating how much runoff must be contained on site
- Foundation and/or roof design modifications to the Program Plans based on site requirements
- Wetlands delineation in the event that any water or wetland concerns are identified on the site
- Septic system inspection and/or septic system design
- Other situations where an A&E firm is required to provide a review and or design.
- Environmental Site Assessments

These services will generally occur during the inspections and environmental review process, however the Program or, if approved by the Program, the Participant and selected Contract, may engage the A&E firm when needed or when project conditions require.

## 6.6 Preliminary Grant Determination and Sample Award Calculation

After the Program collects all relevant data needed to calculate the Applicant's preliminary grant amount, ReOregon Case Leads will calculate a preliminary grant award. This data includes, but is not limited to determinations of the following:

- DOB amount
- WIP amounts
- ECR amounts
- Estimates from dealers and/or builders (Program-Managed Projects)
- Environmental Review and requirements
- Environmental hazard assessments
- Determination of Home Recovery Pathway(s) Maximum Award Cap
- Other types of assistance for which the Applicant may be eligible

The Program will determine the estimated cost of the project and deduct the final DOB amount. Applicants are required to contribute any DOB toward the project prior to Program funds becoming available.

The preliminary award amount may be adjusted prior to grant execution if the Applicant does not have the site, contract, or unit identified at this point in the application process.

### 6.6.1 MH Replacement Award

Example calculations in the table below:

Award Calculation SAMPLE	
Insurance Received	\$50,000
FEMA Assistance Received	\$12,000
SBA Assistance Received	\$0
Other sources of duplicative assistance	\$0
<b>Total DOB</b>	<b>\$62,000</b>
LESS Work In Place report (WIP) Amount	(\$0)
<b>Total Remaining DOB</b>	<b>\$62,000</b>
Estimated Site Work and Additional Costs	\$40,000

<b>Award Calculation SAMPLE</b>	
Estimated Replacement Amount for Double-Wide MH <i>(Subject to the Maximum Award Cap \$277,500)</i>	\$235,000
Total Remaining Replacement and Site Work Amount	<b>\$275,000</b>
LESS Remaining DOB	<b>(\$62,000)</b>
Eligible Award Amount*	\$213,000
Homeowner Responsibility <i>(Amount Applicant is Required to Contribute toward the Project prior to Program payment)</i>	\$62,000

\*This award amount and the Applicant contribution may be adjusted based on final construction contract.

In this example, the Applicant initially received \$62,000 in total assistance and performed \$0 in Rehabilitation/Replacement expenses, leaving the full \$62,000 in duplicative assistance (DOB) unaccounted for. The total construction amount of \$275,000, which includes the cost of the double-wide Manufactured Home, is reduced by the \$62,000. The Program will fund the project in the amount of \$213,000 and the Applicant will be required to contribute \$62,000.

## 6.6.2 Reconstruction or Rehabilitation Award

Example calculations in the table below:

<b>Award Calculation SAMPLE</b>	
Insurance Received	\$100,000
FEMA Assistance Received	\$0
SBA Assistance Received (subsidized loan)	\$20,000
Other sources of duplicative assistance	\$0
<b>Total DOB</b>	<b>\$120,000</b>
LESS Work In Place report (WIP) Amount	(\$10,000)
<b>Total Remaining DOB</b>	<b>\$110,000</b>
Estimated Site Work and Additional Costs	\$25,000
Estimated Cost of Repairs Amount (ECR) Reconstruction or Rehabilitation Amount, Subject to Maximum Award Cap	\$155,000



<b>Award Calculation SAMPLE</b>	
<b>Total Remaining Reconstruction and Site Work Amount</b>	<b>\$180,000</b>
LESS Remaining DOB	<b>(\$110,000)</b>
Eligible Award Amount*	\$70,000
Homeowner Responsibility <i>(Amount Applicant is Required to Contribute toward the Project prior to Program payment)</i>	\$110,000

\*This award amount and the Applicant contribution may be adjusted based on final construction contract.

In this example, the Applicant initially received \$120,000 in total assistance and performed \$10,000 in Rehabilitation, leaving \$110,000 in duplicative assistance (DOB) unaccounted for. The total Reconstruction amount of \$180,000 is reduced by the \$110,000 DOB. The Program will fund the project in the amount of \$70,000 and Applicant will be required to contribute \$110,000.

### 6.6.3 Home Purchase Award

For the Home Purchase Path the associated unit cost must be factored into the Applicant's award amount.

Example calculations in the table below:

<b>Award Calculation SAMPLE</b>	
Insurance Received	\$20,000
FEMA Assistance Received	\$8,000
Other sources of duplicative assistance	\$0
<b>Total DOB</b>	<b>\$28,000</b>
LESS Work In Place report (WIP) Amount	(\$10,000)
<b>Total Remaining DOB</b>	<b>\$18,000</b>
Program-Assessed Value of Home Purchase Amount (Sample)	\$200,000
LESS Remaining DOB	(\$18,000)
Unmet Need	\$182,000

<b>Award Calculation SAMPLE</b>	
Maximum Award Cap	\$150,000
Eligible Award Amount	\$150,000
Homeowner Responsibility ( <i>Amount Applicant is Required to Submit to Closing/Escrow Agent</i> )	\$18,000

In this example, the Applicant initially received \$28,000 in total assistance and performed \$10,000 in Rehabilitation to the damaged home, leaving \$18,000 in duplicative assistance (DOB) unaccounted for. The total home purchase need amount, of \$200,000, is reduced by the \$18,000 in Homeowner Responsibility. The Program will fund the project in the amount of \$150,000 and the Applicant will be required to submit the \$18,000 to the Closing Agent.

## 6.7 Grant Acknowledgment and Grant Execution

### 6.7.1 Pre-Award Verifications

The purpose of the Pre-Award Verification process is to ensure that only eligible Applicants and projects receive assistance and that the funds are used in a manner consistent with the Program's guidelines.

#### 6.7.1.1 Applicant Verifications

Before an award is granted, the Program reviews each Applicant's file to ensure all information is accurate and complete, eligibility is verified, and benefit calculations are correct. Applicants may be required to provide additional information at this stage if there have been any updates.

It is the responsibility of the Applicant to provide truthful and complete applications to the Program, including in the event there are updates to any element in their application. As a reminder, Applicants may be subject to audit and further review during their participation in the Program and for up to five years after the State closes out its grant with HUD. If requested by the State, its representatives or agents, HUD, or HUD OIG, Participants will be required to provide additional documentation or verification. If an Applicant fails to comply with these requests, they may be required to repay all or a portion of the funds.

#### 6.7.1.2 Review of Scope and Applicant Recovery Plan

The Program will review the Applicant's recovery path and construction documents, and any lease or other relevant contingent commitments to verify that the details in the agreements will achieve the applicable Program requirements. Items include reviews of

scopes of work and applicable environmental requirements, anticipated timelines, value of contracts or agreements, and terms of contracts.

#### 6.7.1.2.1 Section 3

The Program will verify contracts include Section 3 requirements for applicable projects. For additional information and guidance, see [Section 3](#).

### 6.7.1.3 Confirmation of Homeowner Responsibility Requirements

#### 6.7.1.3.1 Homeowner Responsibility Requirements

Participants who are required to contribute funds – “Homeowner Responsibility”- to the project due to identified Duplication of Benefits, or any deviation costs, must do so prior to the release of any Program funds, unless exceptions are identified. See [Homeowner Responsibility Amount](#) for more information.

#### 6.7.1.4 Temporary Relocation of Occupants and Tenants through Project Completion

During the Pre-Award Verification, Applicants are required to share any updated information they have related to whether their contractors will require occupants to vacate the property during all or a portion of the construction period. The Program may also have determined during the damage assessment that the Applicant and any Tenants should temporarily relocate during all or a portion of the construction period.

In such cases, after Grant Execution, the Program will provide Applicants and their Tenants a notice to vacate that includes the move out date. If the Applicant fails to move out of the property by the specified move out date, the Applicant may be found in default of the Grant Agreement.

- Eligible homeowner Applicants who are required to temporarily relocate during construction: Such Applicants will be assigned to an Optional Relocation Assistance staff person who will provide advance notice of the move out date and guidance for locating interim housing, moving assistance, and/or storage as required. See [Optional Relocation Assistance \(ORA\)](#) for guidance.
- Tenants who are required to relocate during construction: Uniform Relocation Act (URA) requirements apply to such Tenants, as described below. See [Uniform Relocation Act \(URA\)](#) for further guidance.
  - Tenants displaced for 12 or fewer months: URA Temporary Relocation guidelines apply.

- Tenants displaced for more than 12 months: URA Permanent Relocation guidelines apply.

## 6.7.2 Award Notice

Once an Applicant's award has been calculated, the Program shall notify the Applicant in writing of the award calculation and provide an **Award Notice** that the calculation was based on information available to and provided to the Program. The Program will then offer the Applicant the options to either:

- Accept the award as calculated.
- Seek consultation from the Program for further explanation of the award calculation.
- Appeal the award calculation, or
- Reject the award.

If the Applicant elects to Appeal the award calculation, they must file a written Appeal per [Program Appeals](#). The Applicant will have thirty (30) days to review and make a determination to accept, appeal, or reject the award.

### 6.7.2.1 Method of Notification

The notice of award, whether notice of a zero-award or a positive award, may be provided to the email address provided by the Applicant in the Program application, if any. In the absence of a valid email address provided by any Applicant, the Program may provide the **Award Notice** via any nationally recognized courier service to the mailing address provided by any Applicant in connection with their Program application.

## 6.7.3 Grant Award Execution

Applicants will execute the Grant Agreement and associated documents electronically using DocuSign. Applicants can receive assistance in-person at an Intake center available for document execution. In extenuating circumstances, Applicants may request the Grant Agreement by mail.

Grant agreements require Applicants to comply with Program requirements. The Applicant that signed the application will sign the grant agreement. The Program will require that Applicants disclose all owners at the time of application and will attempt to have all owners sign the grant agreement.

No later than at the time of Grant Agreement execution, Applicants must:

- Confirm that they still own the Damaged Property and that they have not received notices of default or seizure related to taxes, Mortgage, or title, if applicable.
- Confirm their plan to purchase a new home and relocate to an eligible site.
- Resolve all appeals issues, if any, as there are no Appeal rights after execution of the Grant Agreement and associated documents.
- Provide a plan for contributing their Homeowner Responsibility, if required.
- Provide a copy of current flood insurance declaration page or declination letter, if required.
- Execute any other outstanding program documents and acknowledgements.

For Applicants participating in a combination of components of the Program (e.g., HARP Reconstruction or Replacement, Reimbursement, and ORA), a separate Grant Agreement may be executed for each component of the Program or the Program may combine all components into one Grant Agreement.

By signing a grant agreement an Applicant becomes a Participant in the Program and acknowledges that:

- Participants may be monitored by the Program, the State, or by HUD or HUD OIG at a later date.
- Participants are under an obligation to comply with any Program request for verifying documentation even after awards have been granted and the Participant's file has been closed.
- Participants whose property is located within the Special Flood Hazard Area are required to obtain and maintain Flood Insurance on their property in perpetuity and are required to notify future owners of this requirement. Failure to maintain flood insurance on the property may result in the Damaged Property being disqualified from receiving any future federal disaster recovery assistance.

#### 6.7.3.1 Subrogation Agreement as Part of Grant Award Execution

Each Applicant must enter into an agreement with OHCS to repay any assistance later received for the same purpose for which CDBG-DR funds were provided. This agreement will be in the form of a Subrogation Agreement and must be signed by every Applicant before OHCS disburses any CDBG-DR assistance to the Applicant.

All duplicative funding received must be remitted to or accounted for, regardless of when it is received by the Applicant or Participant. If Applicants or Participants receive additional funding for the same purpose as their ReOregon award even after the award is executed,

the Participant is required to report the additional funding to the Program. By accepting the award, Participants agree that they will report any duplicative funds to the Program whenever received. All Program Participants are subject to a post-award monitoring, which may include a review of additional assistance received and determination of whether the assistance is duplicative with their ReOregon award.

Upon receipt of a report that benefits have been received that were not reported in the grant calculation, the Program will recalculate the Applicant or Participant's award and provide instructions as to whether such funds must be used prior to funding by the Program, whether the award will be reduced by such amount, or whether the Participant is responsible to remit such amounts.

The agreement to repay, as required by HUD, will also include the following language: "Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 18 U.S.C. 1001, and 31 U.S.C. 3729."





# Construction



## 7 Construction

Program construction options consist of the paths outlined in [HARP Project Types](#) which apply to the following:

- Manufactured Home Replacement (not yet installed)
- Reconstructed Home
- Rehabilitated or Retrofit Home

### 7.1 General Relations

The Program provides certain mandatory and optional construction advisory services to the Participant to help the Participant achieve project completion as described in [Program Responsibilities & Support Services](#).

The Program will work with the Participant and their selected Contractor to ensure that required Program items and documentation are present and accurate. See [Applicant Responsibilities](#) for additional information. Construction Advisors or ReOregon Staff will be available for Participant and Contractor support and to assist in these activities, however the Participant is expected to remain engaged throughout the construction process. Whether the homeowner engages with a new contractor, or a pre-application contractor that was approved through an exception, the construction relationship is ultimately and legally between the Participant and the Contractor.

### 7.2 Contractor Requirements & Selection

Applicants will be responsible for selecting Contractors for Reconstruction, Replacement, and Rehabilitation projects, unless an Exception is approved by the Exceptions Panel.

For Homeowner-Managed Projects, the Program will provide a public listing of licensed Contractors (general contractors and/or manufactured home dealers) who can provide Reconstruction, Repair, Replacement and/or Site Work and other construction-related activities on behalf of Participants. Eligible Applicants will choose from the list of Contractors to complete the approved scope of work for their home. Similarly, for Program-Managed Projects, the Program will provide to the Applicant a listing of Contractors who have been reviewed for inclusion within the contractor pool. The Applicant will select a Contractor from the pool to move forward with their project.

Selected Contractors, as well as those allowed to participate as the result of an exception must, at a minimum, meet the requirements set forth by the Oregon Construction Contractors Board and undergo a Program review of submitted documentation. Specific

requirements may exist for specialty work such as lead, asbestos, or mold abatement and/or remediation.

The Applicant and/or Contractor will furnish to the Program all applicable license and insurance documentation required for the contractor and/or subcontractors to perform the prescribed work. Minimum state contractor licensing requirements can be found in Oregon Administrative Rules Chapter 812 Division 3 Licensing.

Unless approved through exception, only eligible Contractors can complete Reconstruction and/or Replacement projects. If the Applicant requests and is denied an exception to use their pre-existing contractor or the pre-existing contractor is unable to fulfill all necessary requirements, the Applicant will be required to select an alternative Contractor from the pool or listing (dependent on whether the project will be Homeowner-Managed or Program-Managed).

The Program will review the selected Contractor's licenses, certifications, and insurances to ensure that they meet the minimum requirements and, should the contractor not possess all necessary licenses or certifications, they may be disallowed from participating in the Program.

## 7.2.1 Licenses and Certifications

The Applicant or the Contractor will provide to the Program documentation affirming that the contractor holds and/or has achieved all necessary insurances, licenses, and certifications. These may include but are not limited to the following:

### 7.2.1.1 Licenses/Certifications

- State Contractor's License (Regulated by Oregon Administrative Rules Chapter 701 Construction Contractors and Contracts)
  - Oregon Residential Structure License with
    - Residential General Contractor Endorsement
- EPA RRP Certification (if applicable)
- Contractor shall provide to Program updated license and insurance documentation at the time of pre-construction and no later than issuance of Notice to Proceed.

### 7.2.1.2 Insurance

- Surety/Residential Bond of \$25,000
- Liability Insurance of \$500,000 per occurrence
- Builder's Risk Insurance in the amount of construction and:

- Seismic/Earthquake Coverage
- Flood Coverage if within 100-year floodplain

## 7.2.2 Exclusions and Debarment

A Contractor may not participate if they have been explicitly excluded from receiving Federal funds. An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits. Exclusions are also referred to as suspensions and debarments. The Program will verify that the selected contractor is not listed as having been excluded from participation in the Program. The Contractor may also be excluded if the Construction Contractors Board shows a history of complaints or negative actions.

## 7.2.3 Homeowner-Managed Projects: Scope of Work Pricing & Cost Reasonableness

The Applicant must obtain accurate and competitive pricing for the project. The Applicant is tasked with engaging and soliciting pricing from one or more qualified Contractors. Pricing should be provided through the detailed Scope of Work the Program provides - which outlines the project requirements but lacks specific cost information. This will involve communicating the project needs effectively and ensuring potential bidders have a clear understanding of the project scope.

Once the Applicant has received the pricing from Contractors, they will provide the pricing to the Program for an analysis of the proposed costs, which will include a comparison against the Program's internal estimates and industry benchmarks to determine cost reasonableness and identify any potential discrepancies. This evaluation will ensure that the chosen Contractor's pricing aligns with the Program's budgetary expectations and represents a cost-reasonable solution for the project. If the pricing is determined to be cost-reasonable and the Contractor is eligible for participation, the Pre-Construction Conference will be ultimately requested. If the pricing is determined to be outside of the cost-reasonableness parameters, the Applicant may be required to solicit pricing from other qualified Contractors to attain more cost-reasonable pricing. If the Applicant is unable to identify a Contractor willing to participate within the cost-reasonable parameters, an additional project review may be needed. See [Cost Reasonableness](#) for more information.

## 7.2.4 Construction Agreements

A construction agreement is provided by the Program and may not be amended to change the terms of performance or to expand the construction scope beyond that which has been authorized by the Program. Any changes to the scope of work or construction timeframes must be approved by the Program through the Work Order Adjustment process as outlined in [Work Order Adjustments](#).

In the event that the Applicant is already engaged with a Contractor that is ultimately approved by the Program, they will be required to enter into the Program's construction agreement which will detail the contractual relationship between the Applicant and the Contractor. If the Applicant has an existing contract with the Contractor, they may use the Program's contract rider instead of voiding the existing contract and using the Program's agreement.

## 7.3 Pre-Construction Conference

Prior to the execution of the Grant Agreement and issuance of the Notice to Proceed, the Program will facilitate a Pre-Construction Conference with the Participant and selected Contractor to review all pertinent aspects of the construction process. The Participant and selected Contractor will review the following Program items and affirm their understanding:

- Scope of work items, Manufactured Home selection, or Reconstruction floorplan.
- Type and occurrence of Program inspections and/or site visits.
- Payment and funding draw process.
- Work Order Adjustment (sometimes known as a change order) process.
- Section 3 requirements (if applicable).
- Temporary relocation and/or storage of belongings (if applicable).
- Construction Standards & Expectations for Manufactured and Stick-Built Homes
- Contractor Manual
- Construction Agreement

Eligible scope deviations may not be made after the Pre-Construction meeting. To close the conference, the Participant and selected Contractor will sign the Construction Agreement.

## 7.4 Construction Quality & Considerations

All projects must meet HUD Housing Quality Standards in addition to any local requirements. The Participant must ensure that the home rehabilitated, repaired, built, and/or purchased meets the Program standards. If reconstructing or replacing the home, the Program will review submitted plans and documents to verify that the project being submitted adheres to the construction quality specified.

The Program-approved unit costs, price per square foot, or price per unit is based on replacing an impacted home with a home of modest, standard condition. It is not intended to compensate a Participant for replacement of a custom or semi-custom home.

### 7.4.1 Lead-based Paint and Asbestos

The Contractor is prohibited from disturbing any previously unidentified hazardous materials discovered during the course of construction and/or demolition. Hazardous material treatment and removal must follow all applicable State and Federal regulatory requirements. The Program Participant must make the Program aware of any suspected hazardous materials that may have been uncovered during the course of construction.

All projects must comply with the lead-based paint requirements of 24 CFR Part 35, Subparts A, B, J, K, and R. Projects must also comply with the guidance outlined in [Lead-Based Paint](#) and [Asbestos-Containing Materials \(ACMs\)](#).

**Clearance:** As all Rehabilitation activities performed through the Program are funded with federal assistance, clearance examination is required for all structures that have not been determined to be free of lead-based paint (24 CFR § 35.1340). At the conclusion of all lead-based paint hazard abatement, the Contractor must engage a firm to provide a clearance examination. A copy of the lead hazard reduction or abatement report and a clearance letter or abatement report must be provided to the Program.

No additional work should occur within, and no entry should be made into, the area for which clearance is requested until the clearance inspection occurs and clearance is achieved. Should the clearance inspection show that the hazards have not been sufficiently removed, or that the Participant and/or Contractor caused the clearance examination to fail, the Program may not fund subsequent clearance examinations.

The Participant/Contractor must coordinate with their clearance inspector to ensure that the clearance examination is performed in timely fashion as close to the completion of the activities as reasonably possible.

## 7.5 Section 3

The Section 3 Program requires recipients of HUD assistance to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Section 3 is a provision of the HUD Act of 1968 and is found at 12 U.S.C. 1701u. The regulations are found at 24 CFR Part 75.

Per this statutory language, recipients of HUD funds (i.e. grantees and contractors) must ensure that “to the greatest extent feasible,” when certain HUD funds are used to assist housing and community development projects, preference for construction-related training, jobs, and contracting opportunities go to low- and very-low income people and to businesses that are owned by low- and very-low income persons or businesses that hire them. These opportunities are both gender and race neutral.

Public Rehabilitation, Reconstruction, or Replacement housing projects with HUD/Program fund contribution greater than or equal to two-hundred thousand dollars (\$200,000) *or* Lead-Based Paint abatement projects greater than or equal to one-hundred thousand dollars (\$100,000) are required to comply with Section 3. In order to document compliance, contractors will be required to:

- Submit a Section 3 plan prior to project start.
- Provide documentation of Section 3 worker classification.
- Provide documentation of labor hours worked.

Participants who have already begun construction on projects that are likely to meet the thresholds above are encouraged to speak with their contractors about the requirement to comply with Section 3. The Program will help Participants and contractors understand how to put the requirements into practice through the construction advisory services. Efforts to comply must be documented and details must be provided to the Program.

The Contractor must make best efforts to direct twenty-five (25) percent of the total labor hours worked towards Section 3 certified workers. Five (5) percent of the total labor hours worked must be directed towards Targeted Section 3 workers. If the contractor is unable to direct the requisite number of labor hours towards these workers, documented qualitative efforts must be provided to the Program to demonstrate that the contractor made their “best efforts” to satisfy the requirements. The Program will assist the Participant in advising the contractor of these requirements.

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; OR
3. The worker is a YouthBuild participant.

A Targeted Section 3 worker is a Section 3 worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - i. Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
  - ii. A YouthBuild participant.

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

## 7.6 Construction Process

### 7.6.1 Project Completion Targets and Deadlines

Memorialized in the Notice to Proceed will be the target completion date of the project. The project start date is the date of issuance on the Notice to Proceed and the date of completion is the date that the Participant and Contractor sign the Final Acceptance/Completion of Work.

The Program will assist Participants in identifying completion targets and deadlines. Participant's selected Contractors are encouraged to begin the construction process upon receiving the Notice to Proceed and may be required to present to the Program any permit applications, architectural drawings, site plans, etc. which show construction and pre-construction progress being made.

The Program requires that the Participant request and have completed a minimum of one (1) successful draw inspection within 120 days of receiving the Notice to Proceed. Failure to make progress may result in the grant being rescinded.



Projects will have the number of calendar days stipulated below to achieve project completion:

- Manufactured Home Replacement Project: 360 Days
- Reconstruction Project: 360 Days
- Rehabilitation Project: 180 Days

If the project is not completed within the length of time stipulated in the Notice to Proceed, the grant may be rescinded or recaptured. The Participant must make every effort to keep the Program apprised of any issues which may cause project delay or lead to the project completion date being extended.

The Program may, at its discretion, grant a project extension provided the Participant has demonstrated that completion is achievable.

### 7.6.2 Notice to Proceed (NTP)

The primary purpose of a notice to proceed (NTP) is to control the timing of construction activities and avoid initiation of construction without authorization by the Program. Upon notification by the Program that the Participant is eligible, the grant agreement has been executed, and the Pre-Construction Conference has occurred, the NTP will be issued to the Program Participant and Contractor. At a minimum, the NTP will include date of issuance, date to initiate construction, timeframe or date to complete construction, and contact information for the ReOregon Case Lead and progress inspector. In addition, the approved Scope of Work (memorialized as an attachment to the grant agreement) will also be attached to the NTP.

Upon receiving the Notice to Proceed and necessary Program documents, the Program Contractor shall have fourteen (14) calendar days to apply to the regulating authority for any required permits and/or approvals required to begin construction. The Program will not issue any payments until all required documents are received from the Participant and/or contractor.

Changes to the construction start and end dates requested by the Contractor will be memorialized in a change order and must be accompanied by an acceptable work-plan approved by the Program.

The Participant is also encouraged to refer to [Stop Work Requirement](#) for additional guidance.

### 7.6.3 Permits and Inspections

The Participant and/or Contractor is required to provide to the Program any and all building and work permits and related inspections. Typically, permits are issued by the local authority, whether city, county, or both. The Program will not issue payments or perform draw inspections for projects that do not have the appropriate permits and/or inspection approvals in place. Specialty permits may be issued in instances of environmental concerns such as Lead-Based Paint, Asbestos-Containing Materials, Mold, etc. After the completion of Environmental Remediation or Abatement the Participant or Contractor must provide the clearance documentation to the Program as evidence. All applicable permits and/or inspection results must be provided to the Program for inclusion in the Participant's file.

### 7.6.4 Project Delays

A project delay is any situation that may cause the project to miss the anticipated completion date. These delays may be caused by permitting department reviews, inclement weather, material and/or manufacturing delays, delivery delays, or any other event that may hinder work progress. If a delay occurs, the Participant and/or Contractor must make every effort to notify the Program of the nature and duration of the delay. The Participant and/or Contractor must attempt to remedy any causes of delay as quickly as possible. Material substitution, if comparable in nature and cost to the originally prescribed material, is allowable. If an alternative and acceptable material or method is readily available, the Participant is encouraged to pursue this so as not to cause further delay.

### 7.6.5 Construction Monitoring & Inspections

The Program will monitor the project during construction to ensure that the project adheres to any necessary requirements. Monitoring and document collection will take place to:

- Monitor timeliness of project progression,
- Verify scope completion,
- Verify the presence of required documentation such as permits and municipal inspection records,
- Monitor adherence to Green Building Requirements and resiliency requirements,
- Monitor adherence with Program labor standards and equal opportunity requirements,

- Monitor Work Order Adjustments and construction contracts, and
- Monitor work quality and compliance with agreed-upon scope, Program specifications, and construction drawings, as applicable.

The Program will perform inspections at designated times and may also perform *ad hoc* inspections as the need arises. Construction monitoring and related inspections are performed to ensure eligible activities are being performed, timelines are being adhered to, and Program guidelines are being followed.

The Program may perform inspections and monitoring remotely by reviewing submitted photos, reports, certifications, etc. that show the work has been completed to standard. The Program reserves the right to request that the Participant provide additional supporting documentation if the Program cannot reasonably make a determination based on the evidence provided.

### 7.6.5.1 Inspection Types

The following inspection types may occur at both designated and undesignated times throughout the duration of the project. Circumstances may allow for particular inspections to be performed remotely or as a desk review.

#### 7.6.5.1.1 Quality and Compliance (QC) Inspections

Quality and Compliance inspections are performed to ensure the construction activity is being conducted in compliance with approved plans, specifications, and manufacturer's instructions; and that best practices are being followed. The following types of QC inspections may be performed:

##### 7.6.5.1.1.1 Progress

Progress Inspections can occur at any point during the project for any number of reasons. While the Program will not actively engage in project management, the Program may need to document any issues that arise that may jeopardize the completion of the project. The Program reserves the right to access the project location to collect any required information. Examples include:

- Inspections during Manufactured Home installation or general construction
- Inspections after Manufactured Home installation

##### 7.6.5.1.1.2 Draw

Draw Inspections occur at set milestones during a construction project, generally after a complete draw request is submitted. This inspection will take place after the Program receives notification from the Participant or Contractor that the project has reached the

next designated milestone. The Program Inspector will document the status of the project and note the condition of the project related to the specific milestone. Typical milestones are noted below. See [Draw Schedules](#) for additional details.

#### 7.6.5.1.1.3 Final

A Final Inspection occurs at the completion of the construction project and is intended to verify that no additional work is necessary. The Participant and/or Contractor must provide to the Program any evidence required which supports the project having been completed. These documents may include, but are not limited to, the following:

- Closed or completed permit
- Certificate of Occupancy or Certificate of Completion
- Final Elevation Certificate

### 7.6.6 Work Order Adjustments

Work Order Adjustments are issued when the initial agreed-upon pricing or scope of work to be completed requires modification, addition, or deletion of scope items. First, the Contractor must complete a *Work Order Adjustment Request Form*. This form and supporting documentation must be delivered to the Program for review. Pricing of new items identified in the Work Order Adjustment, if eligible and approved, will be based on lesser the amount specified in the Program's estimating software or Contractor's listed pricing.

Required elements of or attachments to Work Order Adjustment Request Form include:

- Detailed Contractor/Participant narrative and justification of the request.
- Photographs showing the condition to be remedied.
  - **Note:** if the component or work being requested will not be visible once installed, the participant may be required to provide evidence of completion of the task. For example, if the Work Order Adjustment is to replace a shower valve that will ultimately be hidden from view behind a wall, the Participant may need to provide photographs of the completed work to the Program.
- Detailed description and measurements of the action to be taken.
- If available and applicable:
  - Municipal inspection report detailing the need for the additional component or work.
  - Letter or report from the local authority (HOA, Municipality, etc.) which supports and detail the requirement.

The Program will evaluate the Work Order Adjustment request and, if approved, modify the scope of work in the amount equal to that provided by the estimating platform. The amount that the Program will fund, regardless of the increased level of finish or labor complexity, will only be the Program-eligible amount for the corresponding element. For example:

The Contractor has identified cabinetry that is eligible for scope inclusion and has provided an itemized cost for material and installation in the amount of five hundred dollars and the review shows this submission to be eligible. The Program determines that the corresponding amount is four hundred dollars when adding the elements to the estimating platform. The ultimate change order approval will be for four hundred dollars and the scope will be added to the Scope of Work.

Completed work performed as part of an approved change order must be photographed and provided to the Program for inclusion into the project record and for funds to be released.

### 7.6.7 Requirement for Participant to Contribute Homeowner Responsibility

Participants who are required to contribute funds to the project due to identified Duplication of Benefits or because their project includes deviations beyond the approved award amount must do so prior to the release of any Program funds, unless exceptions are identified as in [Temporary Housing Purchase and Sale](#).

Participants will be required to contribute their Duplication of Benefits or included deviation costs to the Contractor before Program funds are released, see [Homeowner Responsibility Amount](#) for more details.

### 7.6.8 Draw Requests

Program funds will be disbursed on a Draw Schedule established by the Program, with the final payment occurring after completion and issuance of a certificate of completion. Construction progress will be monitored throughout each project, and payment of each progress draw is contingent upon successful inspection by the Program.

The Contractor and Participant should be in agreement as to the items completed prior to requesting a draw inspection. The Program will review the draw request along with the draw inspection to determine if the draw request is complete and ready for approval.

Each Rehabilitation, Replacement, elevation and Reconstruction project will be subject to a construction contract which will include performance measures and define the terms of the payment schedule. Each request for payment is comprised of the following:

- A Draw Inspection Report from the inspector who certifies that all necessary inspections have been made and that work has been satisfactorily performed in accordance with state and local building codes. This includes the signature of the inspector evidencing his or her approval of the work for which payment is requested.
- Signature of Participant indicating their satisfaction with work to date.
- Lien waivers from all identified subcontractors and the General Contractor (as applicable).
- Section 3 worksheet with qualifying labor hours supported (as applicable).

#### 7.6.8.1 Project Initiation

Some Contractors may require a down payment - or advance- to initiate work. Generally, the Program will not pay for advances, as Participants will be required to contribute their DOB or the costs of the deviations toward the project before OHCS will disburse Program funds. The Program will establish milestones and inspection schedule and may, in some instances, have the ability to alter inspections or milestone payment to cover such items as permits or purchasing materials. The Program may review exceptions on a case-by-case basis through the Exceptions Panel, in extreme circumstances, to allow advances.

#### 7.6.8.2 Draw Schedules

The Program will set the specific points at which the draw inspections will occur, referred to as the Draw Schedule. Still, the Program reserves the right to perform an inspection at any point should the Program identify the need. The payment of each draw is contingent upon a satisfactory inspection of the home by the Program. Participants or Contractors must obtain all necessary permits and should be prepared to provide copies to the Program at the time of the draw inspection.

### 7.6.9 Payments

Upon approval of the draw request, the Program will issue payment directly to the Contractor. Prior to any subsequent payments being made, the Participant must present to the Program signed lien releases executed by the Contractor receiving the funds. The total amount noted on the lien release must agree with the amount previously paid.

If a Participant disagrees with and does not approve of the payment to their Contractor for completed work, the Program reserves the right to make an independent determination regarding the quality and completeness of the work. If the Program finds that the quality of the work is consistent with Program standards and the draw milestone has been reached, the Program may issue the Contractor the payment regardless of Participant approval.

The Program may issue payment to the Contractor, regardless of Participant approval, if:

- There is a dispute between the Participant and the Contractor such that the project is no longer progressing, or
- The Participant does not release payment to the Contractor when work is satisfactorily performed at predetermined draw points, or
- For any other situation in which the Participant is unable or unwilling to allow the project to progress.

#### 7.6.9.1 Final Payment

Upon completion of all construction-related activities, submission of necessary documentation and certifications, including but not limited to, a final release of liens and a certificate of occupancy, the Participant may request the release of the final payment. The final payment will be released upon verification and inclusion of all required documents in the project file.

#### 7.6.10 Warranty

The Program itself does not provide warranty services.

The Participant must secure warranties as per Oregon State warranty requirements referenced at Oregon Revised Statutes (ORS) 701.320 Offer of warranty. By law, contractors must offer the warranty by the signing of the contract for construction services.

The Program requires that warranties be provided by the Contractor for:

- New Construction
  - 1-year fit and finish warranty period
  - 3- year mechanical, electrical and plumbing (MEP) warranty period
  - 10-year structural warranty period.
- Rehabilitation (for components addressed as part of Program scope)
  - 1-year fit and finish warranty period
  - 2- year mechanical, electrical and plumbing (MEP) warranty period



- 2-year structural warranty period
- Manufactured Home Replacement
  - 1-year fit and finish warranty period
  - 2- year mechanical, electrical and plumbing (MEP) warranty period
  - 2-year structural warranty period.

All warranty claims are between the homeowner and the Contractor. The Program does not provide warranty services. Contractors should present warranty documents to the Participant which detail the length and method of claim request.

### 7.6.11 Complaints Grievances

As the Participant selects and engages with their Contractor, the Program will make best efforts to assist in the resolution of conflicts between the two parties and attempt to find a mutually beneficial solution to whatever the issue may be. Additionally, the two parties may be referred to the Construction Contractor Board's mediation services. More information regarding mediation can be found here:

<https://www.oregon.gov/ccb/Pages/Consumer%20Protection.aspx>

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# **Closeout, Participant Compliance, and Grant Recapture**

## 8 Closeout, Participant Compliance, and Grant Recapture

### 8.1 Construction Closeout

Once construction is complete, the Participant and Contractor will request a final inspection to validate that all work outlined in the ECR has been satisfactorily completed according to the appropriate state and local codes and the home meets HQS. The final inspection confirms that all work has been completed and accepted by the local building inspector and includes the Certificate of Occupancy, if required. The Participant Contractor, and the Program progress inspector will complete and sign a final inspection form and place it in the project file.

In addition to the final inspection to verify completion of the Participant's scope of work as outlined in the approved ECR, the following documents will be included within the project file:

- All required permits and building inspection reports
- Final Program inspection
- Release of claims or liens from any subcontractors and suppliers
- Certificate of occupancy or equivalent
- Completed Green Building checklist, if applicable
- Lead-based paint clearance report, if applicable
- Asbestos disposal manifest, if applicable
- Elevation certificate, if applicable
- Homeowner warranties
- MHODS title-recording (for Replacement Manufactured Homes)

#### 8.1.1 Post-Award Compliance

Post-award compliance ensures that a Participant or recipient of assistance is complying with the terms and conditions of the award. This may include reviewing documentation, monitoring progress, and verifying that the funds are being used in accordance with the agreement.

Post-award compliance is performed to ensure that the funds are being used for their intended purpose and that the recipient is meeting all of the requirements of the award. If any issues or non-compliance are identified during the post-award compliance process, the Participant may be required to take corrective action or may be subject to penalties.

## 8.2 Project Closeout

In addition to the Construction Closeout packet submitted by the Contractor, ReOregon Case Leads will work with Participants to collect all closeout documentation for their file in accordance with the *Participant Closeout Checklist*. At a minimum, Participant closeout documentation must include the following:

- Documentation of Ownership and occupancy of the ReOregon rehabilitated, reconstructed or replacement home at the time of closeout.
- Updated duplication-of-benefits certification.
- Proof of Flood Insurance for a period of one-year beyond project completion, if applicable.
- Amended Homeowner Grant Agreement covering all benefits through Project completion.

Participant files will be closed out in the Program once all documentation is received and approved by the Program. A final closeout file review will be required to ensure that all documentation required in each step of the process is complete and compliant.

## 8.3 DOB Due Diligence and Monitoring

Upon the closeout of a Participant's project, OHCS will monitor DOB compliance by contacting the various agencies listed in the original DOB calculation, or that come to the attention of OHCS, such as legal settlements; and by contacting the recipient of CDBG-DR funds. The Participant must repay any assistance later received for the same purpose as those awarded through CDBG-DR funds. For more information, refer to HUD's *Duplication of Benefits Policy Guidance* at 81 FR 83254 (November 21, 2016), 76 FR 71060 (November 16, 2011), 84 FR 28836 (June 20, 2019), 87 FR 7859 (February 10, 2022), and [any future applicable HUD publications](#).

## 8.4 Grant Recapture

### 8.4.1 Recapture Policy

While implementing and monitoring the Program, ReOregon Staff or auditors may identify Participant files for potential grant recapture during one of several reviews. Files identified as potentially requiring grant recapture shall be placed in a grant recapture status and a hold placed on the file until a full review of the file is conducted in accordance with HARP's Recapture procedures.

As a result of this review, a Participant may be required to repay all or a portion of assistance received from the Program. Reasons for recapture of Program assistance include – but may not be limited to – the following:

- A Participant is determined to have provided false or misleading information to the Program.
- A Participant receives Rehabilitation, Replacement, site work or other housing recovery funds and withdraws from the Program prior to completion of the project.
- A Participant does not complete construction or environmental remediation activities.
- A Participant does not report receipt of additional insurance, SBA, FEMA, state funds, local funds, or other duplicative assistance.

Participants identified for recapture of Program assistance will not be closed out of the Program until all funds have been repaid to the Program.

### 8.4.2 Subrogation – Repayment of Duplicative Assistance

All duplicative assistance received must be remitted or accounted for, regardless of when the Participant received it. If Participants receive additional assistance for the same purpose as the Program award, even after an award is executed, the Participant is required to report the additional assistance to the Program. By accepting the award, Participants 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 Participant's award and provide instructions as to whether such funds must be used in construction prior to additional assistance by the Program, whether the Participant's award will be reduced by such amount, or whether the Participant must remit such amounts to the Program.





# Optional Relocation Assistance (ORA)

## 9 Optional Relocation Assistance (ORA)

Program funded construction may require the property be completely vacant. To minimize financial hardship on a Household, the Program has established Optional Relocation Assistance (ORA) to help with moving and temporary housing expenses. ORA will support Participants' short-term needs and facilitate construction.

### 9.1 ORA Eligibility

To be eligible for ORA, the Participant must be:

- Approved and eligible for assistance from the Program;
- By staying in their primary residence which requires rehabilitation, reconstruction, or manufactured housing requirement assistance; and
  - Required by the Participant's contractor or the Program to temporarily relocate from the primary residence to complete construction activities

#### 9.1.1 Eligible Housing Units

ORA benefits may be used to pay for any of the below types of rental housing:

- Apartment
- Hotel with kitchenette
- Single Family home
- Installed Manufactured Home

Exceptions may be made on a case-by-case basis through the Exceptions Panel for alternative housing, based on household need.

The housing unit must be in the state of Oregon, preferably within the county of current residence.

### 9.2 Participant Responsibilities

Participants are responsible for selecting a temporary housing option during the period that the Participant is required to temporarily relocate from the home during construction. These options include:

- **Family and Friends:** The Participant may rent from family or friends, but they must provide a valid lease. A valid lease will include the start and end date, rental amount



and to be signed by both the family or friend and the Participant. Lease agreements cannot exceed the period of performance plus 30 days.

- **Hotel:** The participant may identify a local hotel. ORA will pay no more than the established government rate for the county where the hotel is located.
- **Other rental units:** Participants may rent a unit for the duration of construction with a valid lease that includes start and end date, a rental amount, and is signed by the landlord and Participant. Lease agreements cannot exceed the period of performance plus 30 days.

Once the housing option is selected, the Participant has additional responsibilities including:

- Complying with the lease or short-term occupancy agreement.
- Paying their share of the rent (if any) on time, or other expenses incurred during the temporary housing period.
- Keeping the housing unit or property clean and safe.
- Notifying the Program if a situation occurs that may put the Participant at risk of losing the housing unit (such as a notice to evict).

Participants who do not meet their responsibilities may have their ORA benefits terminated. In most cases, this will not impact the Rehabilitation or Reconstruction assistance being provided to the Participant.

### 9.3 ORA Eligible Expenses

All ORA benefits must be determined to be necessary and reasonable. Eligible expenses based upon the housing option selected by the Participant may include the following:

- **Friends and Family:** The amount of temporary rental payments will be one-half of HUD Fair Market Rent (FMR) in the county in which the temporary unit is located.
- **Hotel Stay:** The amount of hotel stay assistance is based upon the General Services Administration (GSA) rate for the county where the hotel is located, along with the Per Diem amount for units without cooking facilities (i.e., hotel/motel). The per diem amount is calculated per adult, times (X) the number of days the Participant will be temporarily relocated.
- **Other Rental Units:** The amount of temporary rental payments will be based upon the HUD Fair Market Rent (FMR) for the county in which the temporary unit is located.

In addition, these expenses are limited to a necessary and reasonable standard. For example, the rent for a two-bedroom apartment for a 1-person household would generally

not be approved. Another example is rent being paid beyond the date of the notice of moving back into the home. The Program will use HUD's FMR data as a foundation for what is necessary and reasonable. Temporary housing expenses may be prorated to meet the timeline of construction services.

- **Moving Expenses:** Participants may receive a fixed moving expense payment based on the number of rooms of furniture that must be moved by the Participant based upon [Federal Highway Administrations \(FHWA\) Fixed Residential Moving Cost Schedule](#).
- **Security deposits and pet deposits:** Limited to 2 times the monthly rent.
- **Pet fees:** Limited to one month's rent.
- **Storage:** Storage expenses will be allowed only in cases where the personal property in the damaged area cannot be temporarily moved to another area on the property. The assistance is limited to personal property that the Program has determined is necessary to remove for construction services. ORA storage payments will only be eligible for the period beginning 30 calendar days prior to the Participant's Notice to Vacate and ending 30 calendar days following the issue date on the Certificate of Occupancy. Assistance is limited to the lowest price in the area from two vendors. The Participant is encouraged to obtain any storage insurance as the Program is not responsible for potential damage to any personal property.

**The maximum amount of ORA to be provided is \$25,000 over a maximum of 12 months, unless extended by the Program due to delay in construction activities.**

#### 9.3.1.1 Ineligible Expenses

A Participant may not claim or receive payment for the following expenses:

- Relocation Expenses not pre-approved in writing by the Program.
- Interest on a loan to cover moving expenses.
- If the Household is already paying to store personal property, those costs are not eligible. Only new or additional storage costs necessary to complete construction services are eligible.

## 9.4 Maximum Eligible Expenses and Maximum Assistance

### 9.4.1 Calculating Assistance

Total maximum assistance for any Household is \$25,000 over a maximum of 12 months for ORA, inclusive of rent, deposits, moving, storage, and ancillary costs. Each applicant's

monthly and one-time assistance will be calculated based on the eligible and necessary expenses, per the limitations described above. Exceptions based on hardship or extenuating local conditions can be reviewed by the Exceptions Panel. Maximum assistance is based primarily on the following criteria:

- Household size.
- Program’s construction services requirements that will provide information to determine what eligible expenses are needed by the Household, as well as length of relocation period.

### 9.4.2 Sample Calculation

The following example shows how to calculate assistance for a Household of 4 that must be away from the property for 2 months. The dollar amounts in each calculation are only for demonstration purposes. A calculation must be completed for each Household requesting ORA.

#### 9.4.2.1 Moving Expenses Example

Household will be moving to an apartment 10 miles away. The household resides in a 5-room home. The maximum is the lesser of the FHWA schedule rate or \$1,550.00.		Maximum Eligible Expenses
	<b>FHWA:</b> \$1,400/5 rooms \$1,400	\$1,550 = <b>\$1,400</b>

#### 9.4.2.2 Rental Assistance Example

Household will lease a two-bedroom apartment in Douglas County. The HUD’s fair market rate (FMR) \$1,160.		Maximum Eligible Expenses
<b>Actual Rent:</b> \$1,325	<b>FMR:</b> \$1,160	Lesser of Actual Rent or FMR x 12 months = <b>\$13,920</b>

### 9.4.2.3 Storage Assistance Example

Household needs a 10 x 15 storage unit for 12 months. Maximum is the lowest price of the two vendors.		Maximum Eligible Expenses
Local vendor A	\$199/month	\$130 x 12 month = <b>\$1,560</b>
Local vendor B	\$130/month	

Every effort will be made to keep the Household and their belongings together or undisturbed as they temporarily relocate to another residence.

### 9.4.2.4 Fees and Deposits Assistance Example

Assistance for pet and security deposits		Maximum Eligible Expenses
Security deposit	\$1,287	\$1,287 + \$500 = <b>\$1,787</b>
Pet deposit	\$500	

#### 9.4.2.1 Maximum Eligible Expenses

The maximum eligible expenses, as calculated from previous sections, is summarized below –

Moving expenses	\$1,400 +
Monthly Rent	\$13,920 +
Storage	\$1,560 +
Fees and Deposits	\$1,787
<b>Total = \$18,667</b>	

## 9.5 Payment Standards

### 9.5.1 Participant Share

The Participant may need to provide a share of the temporary relocation costs if eligible expenses exceed \$25,000, less any DOB determined to apply.

### 9.5.2 Payment Requirements and Timing

Recipients of ORA benefits are responsible for providing OHCS with all documentation related to eligible expenses, including rental or storage leases. Expenses and costs must be reviewed, determined eligible by the Program, and approved in writing before a Participant can incur an expense and receive ORA funds. Any Participant that expends their own funds without Program approval is at risk of not having those expenses included in their ORA supplemental award.

Payments will be made to Participants through electronic funds transfer (EFT) for an initial sum necessary for deposits and other immediate costs and then in equal installments for the duration of their temporary housing. Participants will be responsible for and must pay their share of the rent or any other housing costs during the temporary housing term.

## 9.6 ORA Duplication of Benefits

Homeowners will be required to certify that any rental assistance provided by FEMA or other third-party charitable organizations will be included as part of their ORA supplemental award calculation, if the assistance continued to be received. Any rental assistance funds committed or received by the Participant the temporary assistance period may be considered a DOB, thereby reducing the assistance amount provided by the Program, in accordance with [Duplication of Benefits](#) section.

## 9.7 Termination of Assistance

The ORA assistance will conclude when the Participant's primary residence is move-in ready which occurs when the Certificate of Occupancy is issued, or when the Program determines that the project is complete and the home safe to re-occupy.

The Program may otherwise terminate assistance for reasons that include, but are not limited to:

- The Participant withdraws from the Program
- Program staff determines that there has been fraud or illegal activity.
- Participant is no longer living in the ORA-funded unit or hotel.
- Participant is out of compliance with program guidelines.
- Other reasons as described in the Participant's award from the Program

If the reason for early termination is out of the control of the Participant, such as a landlord engaging in fraud or loss of short-term housing, the Program will make every effort to assist with locating another suitable housing unit.





# Uniform Relocation Act (URA)



# 10 Uniform Relocation Act (URA)

## 10.1 URA Overview

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA) is a government-wide statute that governs relocation rights of persons or businesses involuntarily displaced due to a Federally funded real property transaction and specifies relocation benefits and requirements. As the federal agency charged with community development, affordable housing and disaster recovery, the assistance provided by the U. S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program must adhere to the requirements of the URA. The activities most likely to trigger URA requirements are those that involve the purchase of land or buildings with Tenants, the Demolition of real property with Tenants, and the Rehabilitation of real property with Tenants. Per the URA, the displacement of *bona fide* Tenants is always considered involuntary and eligible for URA.

The URA's objectives are:

- To provide uniform, fair and equitable treatment of persons whose real property is acquired or who are displaced in connection with Federally funded projects.
- To ensure relocation assistance is provided to displaced persons to lessen the emotional and financial impact of displacement.
- To ensure that no individual or Family is displaced unless Decent, Safe and Sanitary (DSS) housing is available within the displaced person's financial means.

### 10.1.1 Applicability of URA to CDBG-DR Projects

Section 104(d) of the Housing and Community Development Act, which provides an enhanced level of assistance for beneficiaries of CDBG Programs, has been waived for this specific disaster allocation. Under Section 104(d), households that have 80% or lower AMI can receive 60 months of relocation and housing replacement assistance. Per the FRN allocating these CDBG-DR funds, 104(d) is waived to the extent that only 42 months of relocation and housing Replacement assistance is required for this income group. This aligns with the URA requirement of 42 months of permanent relocation and housing Replacement assistance under Federal law, thus providing more equitable relocation assistance for all residents going through disaster recovery.

HUD provided a waiver that modifies Section 414 of the Stafford Act requirements relative to OHCS's homeowner housing Programs funded through CDBG-DR funds. The waiver provides specific interpretation to Section 414 that relieves OHCS from compensating Tenants displaced by the disaster if the CDBG-DR funded Program starts a year or more after the date of the disaster. The waiver does not relieve OHCS of URA responsibilities for Tenants displaced as a result of CDBG-DR construction activities.

All tenants must be identified by homeowners during the application process. If the homeowner has a Tenant, the tenant will receive Temporary Relocation Assistance (TRA) as outlined in [HUD Handbook 1378: Tenant Assistance, Relocation, and Real Property Acquisition](#), unless otherwise stated. TRA can be used for up to 12 months, and in cases where the construction services will require the house to be vacant beyond the 12 months, the tenant will be given the option to stay in the temporary relocation or can choose to be transferred to a permanent relocation status and all URA requirements apply.

The State of Oregon maintains a Residential Anti-displacement and Relocation Assistance Plan (RARAP). HARP is focused on owner-occupied, single-family homes. However, in limited circumstances there may be tenants and occupants of these homes that will be displaced or are still displaced and qualify for URA. This section is intended to address tenants qualifying for URA assistance.

### 10.1.2 Who is a “Displaced Person”?

There may be situations within this Program that will trigger URA eligible assistance, such as the eligible owner-occupant having a Tenant who rents a room or rooms in the qualifying dwelling, or if there are multiple dwellings on the qualified property and one or more of which are rented. Another example may be an owner who has been displaced and is currently a Tenant in temporary housing.

URA qualifying Tenants within qualifying homes must meet the 49 CFR 24.2(a)(9) definition and OHCS's definition of a “Displaced Person.” Generally, a displaced person under the URA is an individual or family that moves from their home or moves their personal property as a direct result of acquisition, Demolition or Rehabilitation for a federally funded project. Displaced persons are eligible for relocation assistance under the URA. Generally, persons not displaced are not eligible for relocation assistance under the URA.

### 10.1.3 Tenants Who Do Qualify as a “Displaced Person”

Personal Situation of Tenant	Qualifying Justification
<p>Moved out of the damaged property after owner applied for HARP funds, but before receiving the General Information Notice, and before the grant was executed.</p>	<p>URA protects tenants who move without notification of their rights.</p>
<p>Currently living in the applicant’s home, and the owner terminates or does not renew lease, forced the tenant to move, without due process.</p>	<p>Evictions must comply with state law and may not be undertaken to avoid relocation.</p>

### 10.1.4 Tenants Who Do Not Qualify as a “Displaced Person”

Personal Situation of Tenant	Disqualifying Justification
<p>Moved out after owner applied for HUD funds. Received General Information Notice. Move happened before Initiation of Negotiations or date relocation assistance eligibility was conferred.</p>	<p>Tenants who choose to move without cause or eligibility after receiving general information notice lose eligibility for assistance.</p>
<p>HUD-recipient owner offers alternative decent, safe, sanitary, suitable, affordable unit.</p>	<p>Displacement has not occurred if owner offers a decent, safe, sanitary, suitable, affordable unit and Tenant chooses to move elsewhere.</p>
<p>Lacks legal right to occupy the unit.</p>	<p>Occupied dwelling without the consent or knowledge of the owner (State law addresses who has a “legal right to occupy” the unit).</p>
<p>Eviction or lease termination, with due process.</p>	<p>Valid evictions comply with all applicable law.</p>
<p>Moved into dwelling after assistance application date and signed lease after receiving written “move-in notice” of possible displacement.</p>	<p>Tenant received proper notice prior to occupancy and made an informed decision. (See HUD Handbook 1378, Appendix 29)</p>
<p>Moves into the unit with the intention of receiving relocation assistance.</p>	<p>Persons who occupy the property for the sole purpose of obtaining relocation assistance do not qualify for assistance.</p>

Personal Situation of Tenant	Disqualifying Justification
Owner issued Notice of Relocation Eligibility, but cancelled the notice before moveout of Tenant, informed Tenant in writing, and avoided Tenant displacement.	Owner did not harm Tenant; but must reimburse financial commitments Tenant made for alternate housing such as application fees and security deposits.
Not a legal resident in the United States	The URA generally prohibits relocation payment persons unlawfully present in the United States. Note: if the household is mixed status, it may still be eligible. (Refer to: Illegal Aliens & the URA FAQs ( <a href="https://www.fhwa.dot.gov/real_estate/policy_guidance/uafaqs.cfm">https://www.fhwa.dot.gov/real_estate/policy_guidance/uafaqs.cfm</a> ))

### 10.1.5 URA Program Responsibilities

When using federal funds, it is required to minimize displacement and to compensate qualifying Tenants fairly for relocation. Low-income renters represent a particularly vulnerable population. Many of the requirements under URA involve notifying residents of their rights and the relocation process. Tenants previously displaced and currently residing in affordable safe permanent housing must be located and provided information, but monetary compensation is not required. Tenants previously displaced and in temporary housing may be eligible for relocation assistance.

To meet URA requirements the following steps must be taken:

#### 1. Notify Tenants

- a. Formal notice must be hand-delivered or sent by certified mail with a return receipt requested.
- b. Notice must minimally include:
  - i. Program information, funding source, and moving timeline.
  - ii. Their legal rights under URA.
  - iii. Potential assistance and benefits.
  - iv. Procedures for receiving payments.
  - v. Contact information to obtain additional information.
- c. Notice must be written in plain language, legible, and if needed, translated into a different language or in a way that meets the Tenant's ability to receive information, such as sign language, or arranging to have it read to them.

## **2. Provide Reasonable Accommodation**

To help Tenants fully participate in the relocation process, reasonable accommodations must be made for persons with disabilities and language assistance must be made available for persons with limited English proficiency. Tenants must be informed of the availability of this assistance. Tenants must be provided with auxiliary aides, written translation, oral interpretation, or other assistance needed to fully participate in the relocation process.

## **3. Provide Relocation Assistance**

Assistance for eligible households includes notification of rights, timelines, and procedures; advisory and support services; identification of comparable decent, safe, and sanitary housing; reimbursement of moving expenses; and payments for the added costs of renting or purchasing replacement housing. For temporary relocation, this is for up to 12 months. For permanent relocation, this is for up to 42 months.

## **4. Collect Documentation**

Documentation must be maintained and shown to demonstrate compliance with all relocation requirements. A Tenant in a HARP project may be established through any of the following methods:

- a. The Household has a signed lease agreement with a landlord.
- b. The household is on a rent roll or there are a series of cancelled checks showing rent payments or acceptable self-certification documents.
- c. The rental income is on the landlord's tax return.

### **10.1.6 Applicants Who Have Potentially Qualifying Tenants**

Applicants must disclose if they have a Tenant at the time of the application. If a Tenant meets the qualifying standards of a displaced person under URA, the following steps must be taken by the Program:

#### **1. Identify Tenant and verify URA qualification and eligibility. Provide Notice.**

- a. Provide general notices, including rights and responsibilities.
- b. Alert Tenants not to move and inform them that eligibility notification will follow. Tell Tenants that if they move before they receive further instructions, they may be ineligible to receive relocation assistance.
- c. Inform Tenants they must continue to comply with lease obligations.
- d. Describe relocation assistance eligibility and advisory services.

**2. Develop a Temporary Relocation Plan.**

- a. Gather Household data; prepare relocation notices, process payments, etc. (Occupancy Record).
- b. Determine the income and Household characteristics of the occupants.
- c. Determine when the unit needs to be vacated.
- d. Work with the displaced Tenant(s) to determine where the Replacement unit is located, and how Tenant(s) will secure interim housing.

**3. Initiate a Site Survey and Tenant Interview, if necessary, as determined by OHCS.****4. Provide Relocation Advisory Services.****5. Develop Relocation Costs/Budget.**

- a. Conduct an assessment of other available units in area to identify comparable units and assess if rents and utilities will affect budget estimates.
- b. Estimate Tenant service needs such as storage, telephone re-connection, cable/internet re-connection, and any other reasonable costs.
- c. Estimate moving costs.
- d. Provide claim forms for moving and relocation costs to Tenants.

**6. Provide Move Notices.**

- a. Provide required move notices, 30-day Notice to Vacate for Temporary Relocation, 90-day Notice to Vacate for Permanent Relocation.

**7. Reimburse for Eligible Costs.**

- a. A URA reimbursement form must be completed and submitted to the Program with original receipts.
- b. Provide payment for moving expenses, and replacement housing assistance.

### 10.1.7 One-for-one Replacement

CDBG section 104(d) requires a one-for-one replacement of lower income dwelling units. The requirement is waived for the Program where it is determined the unit is not suitable for Rehabilitation. For the purpose of complying with the alternative requirement, the Program defines property as “not suitable for Rehabilitation” if any of these conditions apply:

- Property is declared a total loss.
- Rehabilitation would exceed 50% of the cost of Reconstruction.

- Homes cannot be rehabilitated or reconstructed in place under existing agency policies and award caps due to legal, engineering, or environmental constraints, such as permitting, extraordinary site conditions, or historic preservation.



A small icon of the Oregon flag, consisting of three vertical bars of green, brown, and orange, is positioned to the left of the main title.

# Appeals, Complaints, and Grievances

# 11 Appeals, Complaints, and Grievances

Program Applicants and Participants have the right to Appeal any determinations or denials based on Program policy. However, an Applicant may not file appeals that question Program policies themselves or challenge federal statutory requirements.

If an Applicant disagrees with Program policies, Program conduct, or other issues, they may file a complaint with the Program, see [Program Complaints](#) for more information.

## 11.1 Program Appeals

### 11.1.1 Allowable Appeals

Applicants and Participants may Appeal the following types of decisions made by the Program:

- Program eligibility determination, including Phase processing.
- Grant award calculation, prior to execution of the grant agreement.
- Technical elements of the cost estimates, for Rehabilitation or Reconstruction, such as errors in the measurements of the home and/or quantities of damaged materials.
- Duplication of benefits.
- File closure.

All appeals must be submitted in writing to the Program within thirty (30) calendar days of notification of the decision (defined as either the date of notification by electronic means through the Application Portal or the certified mail delivery date). Applicants may submit appeals preferably through the Application Portal, or via email, the Program's website, or U.S. mail.

### 11.1.2 Processing Appeals

The Program will acknowledge receipt of appeals it receives within three (3) to five (5) business days of submission. As part of its review, the Program may request additional information from an outside party or from the Applicant. In such cases, the Program will provide a deadline by which the requested information must be provided (in most cases, one (1) to five (5) business days).

Each Appeal will be reviewed against Program policies and requirements, and applicable local, state, and Federal law. 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 Rehabilitation, Reconstruction, or home Replacement, the grant award and disbursements will be reduced to reflect the reduction.

### 11.1.3 Responses to Appeals

The Program will review the appeal, make a decision, and notify the Applicant in writing of the decision within twenty (20) business days the initial acknowledgement of receipt. However, some cases may require additional time for review. In such cases, the Program will notify the Applicant that the Appeal decision will be delivered later than the twenty (20) business day timeline. The Program will keep a record of each Appeal that it receives.

### 11.1.4 Requests for Appeal Review

If an Applicant believes their Appeal has been decided incorrectly, they may submit a Request for Appeal Review to OHCS. Requests for Appeal Review must be submitted within fifteen (15) business days of receipt of the original Appeal decision (defined as either the date of notification by electronic means or the certified mail delivery date). Applicants may submit Requests for Appeal Review via the Application Portal, email, the Program's website, or U.S. mail. Such requests must include at least one of the following:

- New information or documentation that supports the original appeal, and/or
- An explanation of why the Applicant believes the Appeal decision does not align with existing Program policy.

OHCS will review the Request for Appeal Review, make a decision, and notify the Applicant in writing of the decision within twenty (20) business days of receipt of the Request. However, some cases may require additional time for review. In such cases, OHCS will notify the Applicant that the Appeal decision will be delivered later than the twenty (20) business day timeline.

## 11.2 Program Complaints

### 11.2.1 Method of Submitting Complaints

In cases where an Applicant would like to make a complaint regarding Program policies, ReOregon Staff conduct, or other issues, they must submit their complaint via the Application Portal, telephone, email, or U.S. mail.

### 11.2.2 Responses to Complaints

When contacted, the Program will respond to the complaints in a timely and professional manner. The Program will keep a record of each complaint received. Upon receipt of the complaint, ReOregon Staff will log the complaint and respond in writing to the complainant within fifteen (15) business days where practicable. If it requires longer than 15 business days to respond to the complaint, the Program will clearly document and explain the cause(s) for the delay to the Complainant.

### 11.2.3 Complaints of Fair Housing Violations

Complaints alleging the violation of fair housing laws will be directed to HUD for immediate review.

### 11.2.4 Complaints of Fraud, Waste and/or Abuse

OHCS has detailed Fraud, Waste, and Abuse Policies and Procedures on <https://www.oregon.gov/ohcs/disaster-recovery/reoregon/about-reoregon/Pages/report-complaints.aspx>. Any employee, OHCS-DRR consultant or subrecipient who has knowledge of fraud, waste or abuse, or who has good reason to suspect that such conduct has occurred are required to report their concerns. Members of the public with similar concerns are also encouraged to report any concerns. Complaints regarding fraud, waste, or abuse of government funds should be forwarded to the HUD Office of the Inspector General Fraud Hotline. (phone: 1-800-347-3735 or email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).

In addition, OHCS's fraud, waste, and abuse [on-line reporting form](#) may be completed anonymously.



## 11.3 Section 504 Coordination Complaints and Grievances

Section 504 prohibits discrimination on the basis of Disability in Programs conducted by federal agencies, in Programs receiving federal financial assistance, in federal employment and in the employment practices of federal contractors.

### 11.3.1 Filing Grievances

Applicants may file grievances alleging Section 504 violation in writing with the Program within 180 calendar days of the alleged violation. Grievances must include detailed information to allow an investigation, including:

- Alleged violation date, location, and description of the problem
- Applicant name, address, telephone number, and Applicant ID, if applicable.

Applicants file a grievance by contacting OHCS's designated Section 504 Coordinator at:

**State 504 Coordinator:**

Chad Caubin, *OHCS Ombudsperson* Oregon Housing & Community Services

725 Summer St., NE, Suite B

Salem, OR 97301

Email: [chad.caubin@hcs.oregon.gov](mailto:chad.caubin@hcs.oregon.gov)

Phone: 503-383-5255

Upon request, the Program will make available alternative means of filing grievances, such as personal interviews or audio/video recording.

### 11.3.2 Processing Grievances

Once a grievance is received, the Program will contact the person who filed the Grievance within three (3) to five (5) business days, by phone or in writing, to acknowledge receipt of the grievance, and to arrange for the Section 504 Coordinator to meet (in person, over the phone, or virtually) with the complainant to discuss the grievance and possible resolution. Within fifteen (15) business days after the meeting, the Section 504 Coordinator will respond in writing. The response shall be in a format accessible to the complainant (such as large print or audio tape). The response will explain the position of the Program and offer options for resolving the grievance.

## 11.4 Construction Grievances

The Program is not a party to contracts between Participants and contractors. Therefore, the Participant must resolve conflicts with their contractor. Participants may seek the guidance of the Program's Construction Advisory Services (described in the [Program Responsibilities & Support Services](#)) and/or through the ReOregon Legal Services program, when available.

If a Participant is unsatisfied or disagrees with the results of the final inspection of the project, the Participant may file an Appeal.



# Records Management



## 12 Records Management

The Program maintains records in accordance with 24 CFR part 570.490 and 24 CFR part 570.506. Records are kept to document compliance with Program requirements, with federal, state, and local regulations, and to facilitate audit review by HUD and other designated auditors. CDBG-DR records, including Program documents, are subject to the Freedom of Information Act (FOIA) and Oregon's Public Records Law.

### 12.1 Administrative Records

Administrative records, kept in electronic format, are files that apply to the overall administration of the Program. They include the following:

- General Program files that include the following items
  - Policies
  - Procedures, process workflows, job aids, and/or desk manuals
  - Trainings
  - Reports
  - Agreements and/or contracts; for example, data sharing agreements and technical assistance contracts
  - Information demonstrating fair housing and equal opportunities such as demographic reports on personnel and Program Participants with all PII removed
- Financial records that include the following items
  - Documentation that shows what the funds were used for
  - Documentation of the payments made
  - Reconciliation of funds that shows expenditures and balances
- Procurement files that include the following items
  - Records showing the method of procurement used such as competitive bid, sole source, small purchase. Documentation that demonstrates compliance with 2 CFR 200.
  - Independent cost estimates
  - Scoring process and scores.

## 12.2 Personally Identifiable Information (PII)

Personally, Identifiable Information (PII) is information that can be used to distinguish or trace individuals' identities. Examples of PII include names, addresses, income verification documents, Disability status, employment status, etc. that can be linked or is linkable to a specific Participant and/or beneficiary of the Program. The Program keeps all PII information in the system of record. If records containing PII are subject to Freedom of Information Act or Oregon Public Records Law requests, such records shall only be released in accordance with state and federal law. PII records are only stored as long as is necessary, in accordance with record retention requirements at 2 CFR part 200.333 and 24 CFR part 570.502(a)(7).

All files containing PII must be handled in a secure manner. To protect PII, files should be given a unique identification number. All records will be maintained in an electronic format. Files are secured to ensure privacy of all Participant PII located within the files. Electronic files containing PII will be secured in password protected electronic folders. The Program will backup files on a routine basis. Required reports to stakeholders may include Participant Program identification numbers but will not include unique identifiers such as social security number, etc.

## 12.3 Participant Files

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

- Homeowner's application that includes the address of the property and demographic information of Household members
- Documentation that verifies homeowner's eligibility such as Household size, income, and specific needs that are eligible under HARP
- National objective determination
- Award calculation and award letter
- Duplication of Benefits showing unmet need
- Grant agreement
- Subrogation
- Environmental clearance
- Monitoring QA/QC
- Correspondence
- Financial tracking of assistance showing requests and disbursements
- Evidence of Green Building and energy efficiency

- Other documentation as applicable
  - Changes to assistance such as increases, decreases, or activity changes
  - Recapture of funds
  - Contractor solicitation and determination
  - Damage assessments and inspection reports
  - Homeowner Responsibility information
  - Relocation assistance
  - Hardship determination
  - Home designs and specifications
  - Appeals
  - Resilient and mitigation measures
  - Building permit

## 12.4 Applicant Power of Attorney and Designated Communications

A Power of Attorney gives one or more persons the power to act on an Applicant's behalf as their agent. Applicants may have a general Power of Attorney or a limited Power of Attorney.

- A general Power of Attorney is a legal document allowing an agent to act on the principal's behalf in any matter.
- A limited Power of Attorney is a legal document allowing an agent to act on the principal's behalf under limited circumstances.

HARP will accept a Power of Attorney for an Applicant under the following conditions:

- The Power of Attorney has met the requirements to be legally binding and recognized by Oregon Revised Statute, Chapter 127, and
- The Applicant has the right to revoke the Power of Attorney when they are no longer incapacitated and are able to participate fully in the Program.

The Program reserves the right to contact the Applicant directly without going through the agent to discuss the Applicant's case and/or project.

## 12.5 Record Retention

Pertinent records such as Program and project-related documents, financial records, statistical records, and supporting documents will be maintained. Any potential Subrecipients and contractors for HARP are also subject to this policy and all financial and Program files are maintained accordingly. Records are maintained to document compliance with Program requirements and federal, state, and local regulations and to facilitate an audit review. Records are to be maintained in accordance with Oregon Administration Rule (OAR) 166-300-0015 on Administrative Records which states that Grant Records must be maintained for a period of 6 years following HUD's after expiration. Proper records management ensures that:

- The state complies with all requirements concerning records and records management practices under Federal and state regulations.
- The state has the records it needs to support and enhance ongoing business and citizen service, meet accountability requirements and community expectations.
- These records are managed efficiently and can be easily accessed and used for as long as they are required; and
- 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.



# Definitions



## 13 Definitions

**Affordable Manufactured Dwelling Park:** These parks receive state or other funding that requires the park to be restricted as affordable to residents with incomes below a defined threshold through a regulatory agreement. Affordable Manufactured Dwelling Parks are typically owned by housing authorities, non-profits, local governments, or resident cooperatives, as referenced under Oregon Administrative Rules chapter 813 division 027.

**Appeal:** A written request from an Applicant or Participant in which the Applicant/Participant asks HARP to review and change a determination. HARP provides a two-level appeals process. The purpose of the HARP appeals process is to give an Applicant/Participant an opportunity to quickly resolve their concerns and to better understand a HARP determination. The HARP appeals process occurs before, and is separate from, any right that an Applicant/Participant may have to challenge a HARP determination under ORS chapter 183, the Oregon Administrative Procedures Act.

**Applicant:** An individual or household who submits an intent to apply for HARP assistance.

**Application Portal:** The system of record where Applicants will submit applications electronically, receive Program communications and updates, and save all grant documents.

**Area Median Income (AMI):** The median (middle point) Household income for an area adjusted for Household size, as published annually by HUD.

**Award Notice:** The written notice provided to a Participant(s) to inform them regarding their zero or positive grant award calculation.

**Base Flood Elevation (BFE):** The elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year.

**Case Management:** Case Management is a function of ReOregon Case Leads, who provide collaborative, coordinated and supportive guidance to Applicants as they navigate the Program requirements.

**Closing/Escrow Agent:** A licensed, independent third-party that provides title insurance, performs title searches, and facilitates real estate transactions and settlement.

**Common Area Under Roof:** The total area under the common roof for traditional construction and modular homes is primarily interior, conditioned spaces, and for single-story homes, generally equal to the footprint of the house. The total area under the common roof for mobile homes is primarily interior, conditioned spaces, limited to the original manufactured structure built to the specifications required in the Manufactured



Home Construction and Safety Standards Act of 1974. 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.

**Community Development Block Grant-Disaster Recovery (CDBG-DR):** Funding for housing and community recovery and disaster mitigation, appropriated by the U.S. Congress, and awarded to the State by HUD. The source of funding for the ReOregon housing recovery programs, including HARP.

**Contractor(s):** Any contractor that is licensed, bonded, insured, not federally debarred, in good standing with the Oregon Construction Contractors Board and engaged under a Construction Agreement in the Construction of the home. This includes, but is not limited to, manufactured home builders, manufactured home dealers, general contractors, architects, and engineers. **Program Contractors** are contractors procured by the Program, while **Participant-selected Contractors** are identified and selected by the Applicant.

**Construction Advisor (or Construction Advisory Services):** Available to explain 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 or Manufactured Home dealer. Advisors do not provide any construction services or any advice related to construction methods.

**Damage Assessment (DA):** The process utilized to verify that damage at a property can reasonably be attributed to 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562).

**Damaged Property:** The housing unit that was directly damaged or destroyed by 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562) for which the Participant has applied for assistance.

**Demolition:** Clearance and proper disposal of dilapidated buildings and improvements.

**Disability:** For the purpose of the Program, persons who meet the Fair Housing Act's definition of "person with a disability" may be entitled to a reasonable modification under the Act. Federal nondiscrimination laws define a person with a disability to include any (1) individual with a physical or mental impairment that substantially limits one or more major life activities; (2) individual with a record of such impairment; or (3) individual who is regarded as having such an impairment.

**Duplication of Benefits (DOB):** The provision under the *Robert T. Stafford Disaster Assistance and Emergency Relief Act* (Stafford Act) that prohibits any person, business concern, or other entity from receiving financial assistance from federal disaster funds with respect to any part of a loss resulting from a major disaster as to which that person

or entity has already received financial assistance under any other Program, insurance, or another source.

**Elderly:** A person at least 62 years of age [24 CFR § 5.100].

**Electronic Execution:** The process by which required signatories execute documents via electronic means. Electronic means may include the transmittal of verifiable document signatures to the Program via email, DocuSign, or other method approved by OHCS.

**Energy Efficiency Standard:** The minimum energy efficiency standard is ENERGY STAR or any other equivalent energy efficiency standard acceptable to HUD.

**Environmental Review:** A process required for all HUD-assisted projects to ensure that the proposed project does not negatively impact the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users, governed by 24 CFR Part 58.

**Estimated Cost of Repair (ECR):** An estimate of the damages observed during Damage Assessment of a Participant's property that quantifies the items and amounts necessary to correct observed damages. An ECR may be prepared for any remaining or proposed eligible Program scope that will return the property to a habitable state.

**Exceptions Panel:** Panel that reviews requests for exceptions to Program policy.

**Family:** Includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity the following:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
2. A group of persons residing together, and such group includes, but is not limited to:
  - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - b. An elderly family;
  - c. A near-elderly family;
  - d. A disabled family;
  - e. A displaced family; and
  - f. The remaining member of a tenant family.

**Federal Register (FR):** A daily publication of the U.S. federal government that issues proposed and final administrative regulations of federal agencies.

**FEMA Temporary Housing Unit (THU):** A house, apartment, cooperative, condominium, manufactured home, or other dwelling acquired by FEMA and made available to eligible applicants for a limited period of time.

**FEMA Transportable Temporary Housing Unit (TTHU):** A readily-fabricated dwelling (i.e., a Recreational Vehicle [RV] or Manufactured Housing Unit [MHU]) purchased or leased by FEMA and provided to eligible applicants for use as temporary housing for a limited period of time.

**Temporary Housing:** Living arrangements that are not permanent and are typically used for short-term stays. These housing solutions may not meet Housing Quality Standards (HQS). They can include hotels/motels, short-term rentals, Recreational Vehicles (RVs) including tiny homes, tents/tarpaulins, sheds, barns, and outbuildings, and FEMA THUs or TTHUs (see FEMA Temporary Housing Unit and FEMA Transportable Temporary Housing Unit definitions).

**Flood Disaster Protection Act of 1973 and Sec. 582(a) of the National Flood Insurance Reform Act of 1994:** Compliance with the legal requirements of Section 582(a) mandates that HUD flood disaster assistance that is made available in Special Flood Hazard Areas (SFHAs) may not be used to make a payment (including any loan assistance payment) to a person for Rehabilitation, Replacement or restoration for flood damage to any personal, residential or commercial property if: (1) the person had previously received federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and (2) that person failed to obtain and maintain Flood Insurance as required under applicable federal law on such property.

**Flood Insurance:** The *Flood Disaster Protection Act of 1973* (42 U.S.C § 4012a) requires that projects receiving federal assistance and located in an area identified by FEMA as being within a Special Flood Hazard Areas (SFHA) be covered by Flood Insurance under the *National Flood Insurance Program* (NFIP). If the community is not participating in the NFIP, federal assistance cannot be used in those areas.

**Floodplain:** Generally, 44 CFR Part 59 defines Floodplain as any land area susceptible to being inundated by water from any source. The 100-year Floodplain is land that is predicted to flood during a 100-year storm, which has a 1% chance of occurring in any given year (also known as the base flood). Areas within the 100-year Floodplain may flood in much smaller storms as well. 500-year floodplains are areas with a 0.2% chance of flooding in a given year.

**Floodway:** The channel of a river or other watercourse and the adjacent land areas that must be reserved to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height as defined by 44 CFR § 59.1

**General Contractor (GC):** An individual or entity that is licensed in the State of Oregon to perform residential construction services as a general contractor. A GC is distinguished from sub-contractors in that they contract directly with a project owner and often are responsible for managing an entire construction project, including the work of sub-contractors.

**Grant Agreement and Associated Documents:** All documents required by the Program for execution prior to initiating any funds disbursement or issuing a Notice to Proceed (NTP) to a Program Participant and/or Contractor. These documents shall at a minimum include: a grant agreement, Subrogation Agreement, and any other document required to disburse Program assistance to a Participant.

**Green & Resilient Building Standards:** All Rehabilitation (that meets the definition of Substantial Improvement), Reconstruction, or New Construction must meet an industry-recognized standard such as: (1) Enterprise Green Communities, (2) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), or (3) International Code Council (ICC)-700 National Green Building Standard, or (4) other equivalent standard allowable by HUD. See Energy Efficiency Standard.

**Household:** All persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements. For housing activities, the test of meeting the low-to-moderate-income objective is based on the income of the household. See the [Determining Household Size](#) section for information about how to define household members for the purpose of income verification.

**Housing Quality Standards (HQS):** Define “standard housing” and establish the minimum quality criteria necessary for the health and safety of Program Participants. HQS regulations provide performance requirements and acceptability criteria to meet each performance requirement. HQS includes requirements for all housing types, including single and multi-family dwelling units, as well as specific requirements for special housing types such as manufactured homes.

**Homeowner Responsibility (or Homeowner Responsibility Amount):** Refers to duplicative assistance and non-Program funds (e.g. funds required for scope deviations) that the Participant must contribute toward the project before HARP funds enter the project. CDBG-DR assistance is intended to be the assistance of last resort, and this sequencing is in place to help ensure homeowners complete their projects with all available assistance, and to minimize the risk that the Program has to recapture Program funds from Participants.

**U.S. Department of Housing and Urban Development (HUD):** Federal agency that administers the CDBG-DR program.

**HUD Housing Quality Standards (HQS):** HUD's standard for decent, safe, and sanitary housing conditions as defined by 24 CFR § 982.401.

**Intake Specialists:** OHCS has partnered with various organizations to help with intake. They will help Applicants understand the Program, how to apply, gather additional information/documentation, and guide Applicants to resources that are not funded through HARP.

**IRS 1040/Adjusted Gross Income (AGI) Calculation Method:** Citizens of the United States and resident aliens, except those with gross incomes that fall below a certain level, are required to file an income tax return with the Department of the Treasury's Internal Revenue Service (IRS) each year. The tax return is officially referred to as IRS Form 1040. The Adjusted Gross Income (AGI) is listed on the 1040 tax form and is the dollar figure used to determine an Applicant's income eligibility for participation in the CDBG-DR Programs.

**Limited English Proficiency (LEP):** A designation for persons that are unable to communicate effectively in English because their primary language is not English and they have not developed fluency in the English language. A person with Limited English Proficiency may have difficulty speaking or reading English. An LEP person benefits from an interpreter who translates to and from the person's primary language. An LEP person may also need documents written in English translated into their primary language so that person can understand important documents.

**LMI (Low- and Moderate-Income) National Objective:** One of three national objectives that any CDBG activity must meet. Activities that meet the LMI objective must benefit households whose total annual gross income does not exceed 80% of county AMI, adjusted for Household size. Income eligibility will be determined and verified in accordance with HUD Guidance. The most current income limits, published annually by HUD, shall be used to verify the income eligibility of each Household applying for assistance at the time assistance is provided.

- Extremely low: Household's annual income is up to 30% of the county AMI, as determined by HUD, adjusted for Household size;
- Very Low: Household's annual income is between 31% and 50% of the county AMI, as determined by HUD, adjusted for Household size; and
- Low: Household's annual income is between 51% and 80% of the county AMI, as determined by HUD, adjusted for Household size.

**Manufactured Home (MH):** A dwelling unit composed of one or more components substantially assembled in a manufacturing plant and transported to a building site. A Manufactured Home is constructed in accordance with the standards established by U.S. Department of Housing and Urban Development's Office of Manufactured Housing Programs. Manufactured Homes are not constructed in accordance with the standards established in the state and local building codes that are applicable to stick-built homes.

**Manufactured Housing (MH) Park:** An MH Park or Park means any place where four or more manufactured homes are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent or lease space for a resident's manufactured home, as defined in Oregon Revised Statute 90.512(4).

**Maximum Award Cap:** The maximum amount of assistance a Participant is eligible to receive for certain activities. This is not the final award amount a Participant will receive, as the final award amount is subject to an assessment of the necessary and reasonable costs needed to complete the Replacement, Reconstruction, or Rehabilitation of a damaged home, less any duplication of benefits.

**MHODS:** Oregon's Manufactured Home Ownership Document System houses ownership-related records, including trip permits, for new and used manufactured structures in Oregon. The Building Codes Division launched a new MHODS on Feb. 1, 2017. MHODS replaced the LOIS Manufactured Home Ownership Records System, which became inaccessible to users in late January 2017. (<https://www.oregon.gov/bcd/man-home-own/Pages/man-home-MHODS-info.aspx>)

**Mobile Home:** A dwelling unit built before 1976 composed of one or more components substantially assembled in a manufacturing plant and designed to be transported to a building site on its own chassis for placement on a supporting structure. A Mobile Home is not constructed in accordance with the standards established in the state and local building codes that are applicable to stick-built homes or in accordance with HUD's Manufactured Home standards.

**Modular Home:** A dwelling unit composed of two or more components substantially assembled in a manufacturing plant and transported to a building site by truck for final assemble on a permanent foundation. A Modular Home must be constructed in accordance with the standards established in the state and local building codes that are applicable to stick-built homes. Modular Homes are not Mobile or Manufactured Homes. Modular Homes are factory-built homes constructed and assembled to local and/or state code requirements and, as such, are expected to adhere to stick-built requirements described under all references to Reconstruction, Rehabilitation, repairs, and/or retrofits.



**Mortgage (including Chattel Loans):** Legal agreement by which a bank or other creditor lends money at interest in exchange for establishing a lien against the debtor's property, with the condition that the lien becomes void upon the repayment of the debt.

**Most Impacted and Distressed (MID) Areas:** Areas of greatest impact from a disaster as determined by HUD or the State in making disaster assistance allocations, using the best available data sources to calculate the amount of disaster damage. The MID-designated areas for the 2020 Labor Day Wildfires/Fires and Straight-line Winds (DR-4562) assistance allocation include the counties of Clackamas, Douglas, Jackson, Lane, Lincoln, Linn, and Marion. The State of Oregon has also designated Klamath County as a MID.

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

**National Flood Insurance Program (NFIP):** 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 Rehabilitation resulting from flood damages.

**Optional Relocation Assistance (ORA):** Optional Relocation Assistance is available to HARP Participants, for the purpose of providing assistance for alternative housing while Rehabilitation, Reconstruction, or Manufactured Home Replacement work is being carried out.

**Outreach Specialists:** OHCS has partnered with various organizations to help with outreach. They will help Applicants understand the Program, how to apply, and guide Applicants to resources that are not funded through HARP.

**Ownership:** Please refer to the [Ownership](#) section of these guidelines for definitions of damaged property Ownership and acceptable forms documentation.

**Program Participant or Participant:** An eligible HARP Applicant who has executed their Grant Agreement with OHCS.

**Policy Change Control Committee (CCC):** A designated board of policymakers that evaluates and approves major Program policy change requests.

**Policy Change Request (PCR):** A standardized form used to describe proposed policy changes, including minor or major modifications, to be presented to the DRR Policy Chief and/or the Policy Change Control Committee.

**Power of Attorney (POA):** An authorization to act on someone else's behalf in a legal or business matter.

**Property Casualty Insurance:** Insurance that covers structural Rehabilitation to a home as a result of wind, fire, hail, wind-driven rain, tornado, hurricane, or natural disaster, other than flood.

**Recapture of Funds:** the process in which funds or the value of an award benefit is found to be ineligible after the Participant received the award or benefit, and the Program Participant must repay all or a portion of the award.

**ReOregon:** The name used in communication and branding for Oregon's recovery Programs, including all CDBG-DR funded programs, including HARP.

**ReOregon Case Leads (Case Leads):** These are Program staff who may serve as the primary point of contact for Applicants or may provide additional support to Applicants, to help them understand Program requirements, options, and decisions. Case Leads must consider all special circumstances of the Applicant's needs to decrease their barriers to participating in the Program, to the extent feasible and cost reasonable. **ReOregon**

**Housing Programs Call Center:** Virtual system for receiving phone calls, e-mails, and text messages from applicants and/or interested parties to provide program information, assist with applications, and direct calls to the appropriate resource.

**ReOregon Intake Centers:** Brick and mortar location where Intake Specialists will be available to assist Applicants apply for housing programs.

**ReOregon Parks and Housing Developments:** OHCS is investing (using State and other CDBG-DR funds) in developing preserved, affordable MH Parks, and other housing developments, in impacted counties. Some sites may be available for ReOregon Applicants at the time of award, but ReOregon Applicants are not guaranteed participation in these developments. Also referred to as "ReOregon Home Path."

**ReOregon Staff:** Blanket term for PM and OHCS Staff, regardless of role.

**Reconstruction:** Re-building (including necessary demolition and site-work) of a housing unit on the same lot in substantially the same footprint and manner. The number of units on the lot may not increase and the total square footage of the original, principal residence structure to be reconstructed may not be substantially exceeded (with certain exceptions, outlined in these guidelines). However, the number of rooms in a unit may be increased or decreased. See *Rehabilitation Threshold* below.

**Reconstruction Multiplier:** The maximum dollar amount per square foot of the destroyed or damaged structure that the program may award for Reconstruction projects.

**Rehabilitation:** Repair or restoration of housing units in the disaster-impacted areas to applicable construction codes and standards.

**Rehabilitation Threshold:** A ratio of the cost to rehabilitate the Damaged Property versus the cost to reconstruct the property above which the program may offer to only fund Reconstruction instead of Rehabilitation. The current threshold is an Estimated Cost of Repair (ECR) exceeding 80% of the Reconstruction value of the structure as determined by this formula:

- $ECR / (\text{Estimate Eligible Square Footage} \times \text{Reconstruction Multiplier}) \times 100$

**Remaining Rehab/Replacement Need:** The applicant must have rehabilitation or replacement needs, and a need to restore ownership, at the time of the program's damage assessment. If an Applicant has fully rebuilt or replaced their home, and currently owns the unit and lives in it safely, then there is no remaining need; see Reimbursement for additional support. If a home was purchased as permanent housing and previously sold (before December 31, 2023) these cases will be reviewed for eligibility based on extenuating circumstances by the Exceptions Panel.

**Replacement:** Demolition, removal, and Replacement of a damaged Manufactured Home with a new home in substantially the same footprint or at a new location if the owner must relocate to a new property.

**Replacement Multiplier:** The maximum dollar amount allowable for replacing a damaged Manufactured Home.

**Second Home:** A home that is not the primary residence of the owner at the time of the disaster or at the time of application for assistance.

**Stop Work Requirement:** Upon submitting an application to the Program, Applicants are required to stop all ongoing work and may not start any new work, including entering into a new contract or amending an existing contract for any work or purchase agreement for a manufactured or Modular Home. Participants may only resume work according to their approved Program scope after receiving a Notice to Proceed.

**Subrecipient:** A non-federal entity, unit of general local government, or a nonprofit organization in Oregon that administers all or a portion of a CDBG-DR funded program, as memorialized in a Grant Agreement between the Subrecipient and OHCS.

**Subrogation:** The process by which duplicative assistance paid to a Participant after receiving an award is remitted to the Program in order to rectify a duplication of benefit.

**Subrogation Agreement:** An agreement executed by the beneficiary agreeing to repay any duplicative assistance if the beneficiary later receives other disaster assistance for the same purpose as disaster recovery funds already received.

**Substantial Damage:** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred (44 CFR § 59.1). Local jurisdictions determine **Substantial Damage**.

**Substantial Improvement:** Any Rehabilitation, Reconstruction, modernization or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started or, if the structure has been damaged and is being restored, before the damage occurred. Substantial Improvement determinations are made by local code enforcement, permitting, building and/or Floodplain officials. The Program will abide by these determinations. [24 CFR § 55.2(b)(10)]

**Tenant:** An individual or household renting or occupying an assisted dwelling unit. [24 CFR § 5.504]

**Total Household Income:** The total income of all individuals aged 18 or over who reside in a damaged property.

**Uniform Relocation Act (URA):** The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (Title 49 CFR Part 24) (42 U.S.C. 4601 et. seq.) Applies to all acquisitions of real property or displacements of persons resulting from federal or federally assisted Program or projects. URA's objective is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects. For the purposes of these guidelines, URA mostly applies to residential displacements in involuntary (49 CFR Subpart B) acquisition or multifamily damaged and occupied activities that require the relocation of the Tenants.

**Urgent Need (UN) National Objective:** An Urgent Need exists where conditions pose serious and immediate threat to the health/welfare of the community, the existing conditions are recent or recently became urgent, and the recipient of funds cannot finance the activities on their own because other assistance sources are not available. OHCS must document how each program and/or activity funded under the UN National Objective responds to a disaster-related impact.

**Work In Place (WIP):** Pre-Application Rehabilitation, replacement, and/or reconstruction activities made to the damaged residence prior to participation in the Program.





# Abbreviations and Acronyms

## 14 Abbreviations and Acronyms

Acronym or Abbreviation	Meaning
ACM	Asbestos-Containing Material
AMI	Area Median Income
BFE	Base Flood Elevation
CAA	Community Action Agency
CCC	Policy Change Control Committee
CDBG-DR	Community Development Block Grant–Disaster Recovery
CFR	Code of Federal Regulations
DCM	Disaster Case Manager
DEM	Oregon Department of Emergency Management (formerly known as the Office of Emergency Management or OEM)
DOB	Duplication of Benefits
DOT	Oregon Department of Transportation
DRGR	Disaster Recovery Grant Reporting System
DRR	Disaster Resilience and Recovery
ECR	Estimated Cost of Repair
EPA	Environmental Protection Agency
ERR	Environmental Review Record
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
FR	Federal Register
GIN	General Information Notice
HARP	Homeowner Assistance Recovery Program
HCDA	Housing and Community Development Act of 1974
HQS	Housing Quality Standards



Acronym or Abbreviation	Meaning
HUD	U.S. Department of Housing and Urban Development
HVAC	Heating, Ventilation, and Air Conditioning
IA	FEMA Individual Assistance
IHA	Intermediate Housing Assistance
ICC	International Code Council
LAP	Language Access Plan
LBP	Lead Based Paint
LEP	Limited English Proficiency
LMI	Low and Moderate Income
LTRG	Long Term Recovery Group
MH	Manufactured Home
MHODS	Oregon Manufactured Home Ownership Document System
MOD	Modular Home
NEPA	National Environmental Policy Act of 1969
NFIP	National Flood Insurance Program
NGO	Non-Government Organization
NOFA	Notice of Funding Availability
OEM	See DEM above.
OHCS	Oregon Housing and Community Services
PHA(s)	Public Housing Authorities
PIER	Planning Infrastructure and Economic Revitalization
PII	Personally Identifying Information
QA/QC	Quality Assurance and Quality Control
QC	Quality and Compliance (Inspections)
RHNA	Regional Housing and Needs Assessment

<b>Acronym or Abbreviation</b>	<b>Meaning</b>
SBA	U.S. Small Business Administration
SHPO	State Historic Preservation Office
SFHA	Special Flood Hazard Areas
SRP	State Recovery Process
ORA	Optional Relocation Assistance
UGLG	Unit of General Local Government
URA	Uniform Relocation and Real Property Acquisition Policies Act of 1970
U.S.	United States
U.S.C.	United States Code
USDA	U.S. Department of Agriculture
WRRRA	Wildfire Recovery and Resilience Account