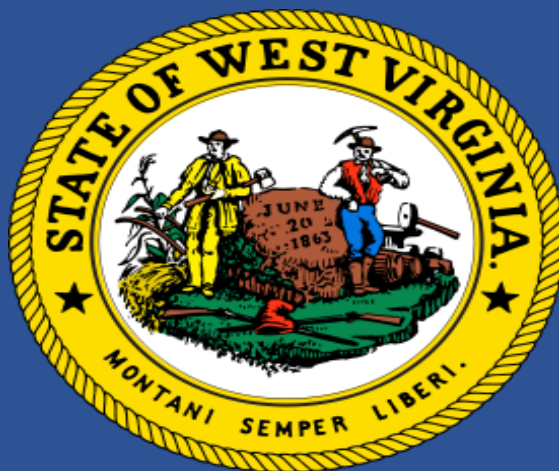
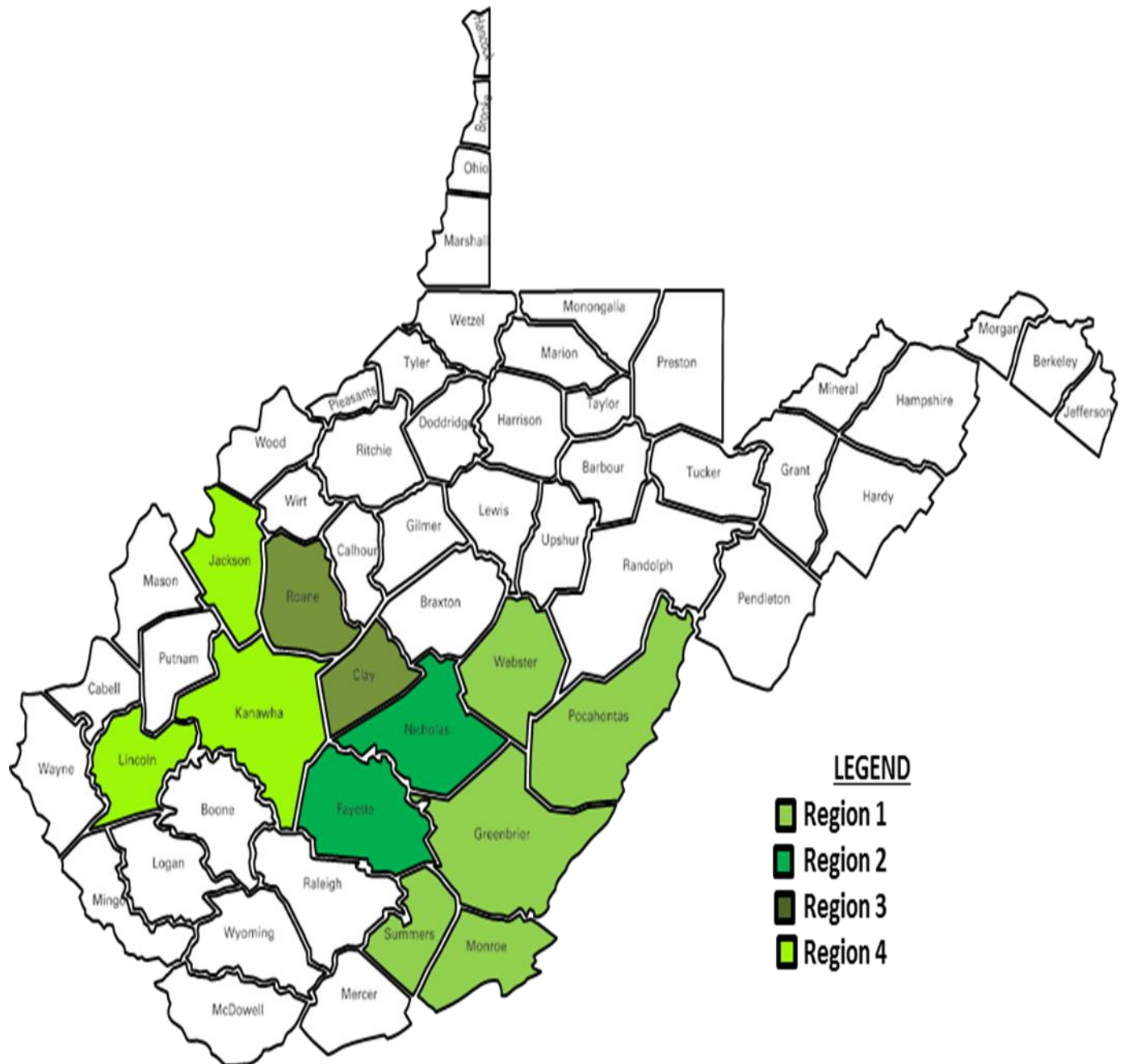


**STATE OF WEST VIRGINIA**  
**CDBG-DR POLICIES AND PROCEDURES**  
**CLEARANCE AND DEMOLITION PROGRAM**

July 2020



CHANGE CONTROL LOG			
Version	Date	Description	Author
Dec. 1 2019	July 5 2020	Added Exception Policy to mirror other policies in RISE WV Program	Hannah Trautwein
July 5 2020	July 15, 2020	Original signature requirement Ineligibility for Mortgage and Liens Referenced Federal DR definition of severe storms Application ROE & Hold Harmless Covenant	Hannah Trautwein



**Most Impacted or Distressed (MID) Counties:** Greenbrier, Kanawha, Nicholas, Clay

**Non-Most Impacted or Distressed (NMID) Counties:** Pocahontas, Monroe, Summers, Webster, Fayette, Roane, Jackson, Lincoln

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## **SECTION 1: PROGRAM BACKGROUND**

**1.1:** The RISE West Virginia Clearance and Demolition Program addresses the demolition of structures that were directly impacted by the severe storms\* on June 23, 2016. The program will eliminate specific conditions of slum and blight on a spot basis. The WVDO then entered into an Interagency Agreement with the West Virginia National Guard (WVNG) to assist with management of the Program.

**1.2:** In 2017, the United States Department of Housing and Urban Development (HUD) provided the State of West Virginia with a series of three (3) separate Community Development Block Grant – Disaster Recovery (CDBG-DR) Grants, totaling over \$149,000,000.<sup>00</sup>. Of that funding, \$5,875,000.<sup>00</sup> has been allocated for the Clearance and Demolition Program.

**1.3:** In July 2018, the West Virginia Development Office (WVDO) published four (4) Contract Requests for Quotation (RFQ), to begin identifying potential Vendors for the purpose of demolishing structures damaged by the 2016 storm. Multiple Vendor Bids were reviewed, and in September 2018, these Contracts were awarded to two (2) Demolition Contractors, based on lowest responsible bids.

**1.4:** In compliance with HUD policies, the WVDO submitted the Official Request for the Release of Grant Funds in December 2018. HUD accepted the request and issued the Authority to Use Grant Funds in February 2019.

**1.5:** The objective of the Clearance and Demolition Program is to remove, on a spot basis, structures which contribute to unsafe and unhealthy conditions which threaten public safety and meet the National Objective of Elimination of Slum and Blight as identified in 24 CFR 70.483(c).

## **SECTION 2: PROGRAM ELIGIBILITY**

**2.1:** To meet the basic eligibility requirements, properties must be located within the following 12 counties: Kanawha, Nicholas, Greenbrier, Clay, Roane, Jackson,

Pocahontas, Fayette, Monroe, Lincoln, Webster and Summers County. Each of these counties were designated in the Presidential Disaster Declaration 4273.

**2.2:** This is a Voluntary Program, the property must have directly sustained damage by the June 2016 Storm, be vacant, and the applicant must currently own the property. Eligible properties include both residential and commercial structures. The applicant must currently own the property without any mortgage or liens.

\*Federal Disaster WV Severe Storms, Flooding, Landslides associated with DR 4273

**2.3:** Once Eligibility or Ineligibility has been determined, the applicant will receive a letter from the Case Management Team informing them of eligibility. If the applicant is deemed ineligible, they have the option to contact the WVDO Program Management Team to request an appeal of that determination. The appeal request must be submitted either in electronic form or in writing and will be reviewed by a committee for final determination of eligibility. Sample appeal actions can be found in Appendix B.

## **SECTION 3: ACCESSING THE APPLICATION**

**3.1:** An applicant's the property must have directly sustained damage by the June 2016 Storm, be vacant, and currently own the property for inclusion the RISE WV Clearance and Demolition Program. Applications can be accessed by any of the options listed below:

**3.1.A:** Accessing the WV Flood Recovery website and downloading a copy of the application.

**3.1.A.1:** WV Flood Recovery Website, Program Details ([wvfloodrecovery.com/](http://wvfloodrecovery.com/))

**3.1.B:** Contacting the WVNG Clearance an Demolition Program Case Management Team.

**3.1.B.1:** WVNG Case Management Phone Numbers – **304-561-6201** or **304-561-6202**.

**3.1.C:** Contacting your County Office of Homeland Security and Emergency Services.

<b>3.1.C.1:</b>	Clay County	<b><u>304-587-2849</u></b>
<b>3.1.C.2:</b>	Fayette County	<b><u>304-574-4951</u></b>
<b>3.1.C.3:</b>	Greenbrier County	<b><u>304-645-5444</u></b>
<b>3.1.C.4:</b>	Jackson County	<b><u>304-373-2208</u></b>

<b>3.1.C.5:</b>	Kanawha County	<b><u>304-257-0991</u></b>
<b>3.1.C.6:</b>	Lincoln County	<b><u>304-546-3443</u></b>
<b>3.1.C.7:</b>	Monroe County	<b><u>304-772-3925</u></b>
<b>3.1.C.8:</b>	Nicholas County	<b><u>304-872-7991</u></b>
<b>3.1.C.9:</b>	Pocahontas County	<b><u>304-799-3985</u></b>
<b>3.1.C.10:</b>	Roane County	<b><u>304-927-0918</u></b>
<b>3.1.C.11:</b>	Summers County	<b><u>304-466-5613</u></b>
<b>3.1.C.12:</b>	Webster County	<b><u>304-847-2122</u></b>

## **SECTION 4: APPLICATION / INTAKE PACKET**

**4.1:** The Application and Intake Packet includes forms necessary to comply with HUD and program requirements. These forms include: The Intake Form, Direct Benefit Data, PII Agreement, Right of Entry and Hold Harmless Agreement, and Personal and Property Specific Documentation.

**4.2: Intake Form:** This form requires the property owner to provide contact information, structure type(s), ownership information such as: titles, deeds, insurance, Small Business Administration (SBA), Federal or other assistance and/or repairs, utility disconnection, structure(s) to be removed, wells and septic systems to be removed or capped, voluntary participation statement, and original signatures.

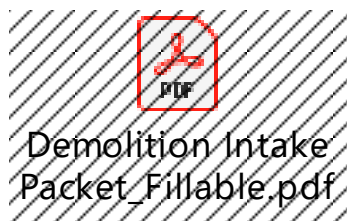
**4.3: Direct Benefit Data:** This form requests information such as; name, address, county, income level, female headed household, own or rent, and demographics. This information is used solely by HUD for direct benefit tracking purposes and is not provided or sold to any outside agency or entity.

**4.4: PII Agreement:** The Letter of Agreement for the use of Personally Identifiable Information (PII) is a required document that assures the applicant that their PII is properly handled and secured, and only accessed by program staff and HUD.

**4.5: Right of Entry and Hold Harmless Agreement:** This document is required to allow any Program personnel, Contractor or Sub-contractor, and Building Inspectors access to the property requested for demolition and to ensure that all entities identified are legally protected from any potential recourse.

**4.6: Personal and Property Specific Information:** The last page of the application requires the Property Owner to provide the Case Management Team with copies of specific information such as: a valid photo identification card, title to a Manufactured Housing Unit (MHU) if applicable, and/or deed to the home.

**NOTE:** A copy of this Application / Intake Document can also be accessed by double clicking the icon below.



## **SECTION 5: ADDITIONAL APPLICANT REQUIREMENTS**

**5.1:** This section covers the additional information that the applicant is required to provide to the Case Manager but does not affect eligibility. It will, however, affect the timeliness of getting the applicants packet ready for the demolition stage. The subsequent paragraphs will specify those items needed.

**5.2: Utility Disconnection:** The applicant must provide documentation from their Utility Service Providers validating that those utilities have not only been paid in full but turned off and disconnected from the structure prior to demolition. These utilities include, but are not limited to the following: Water, Electric, Sewer, Gas, and Telephone.

**5.3: Property Cleared:** The applicant will be required to remove any and all personal items they wish to keep from the property, Vehicles, Boats, Tractors, or anything that has a Title must be removed from the property by the property owner. The Contractor will not be responsible for removing these types of items. Anything, outside of the aforementioned items remaining on the property at the time of demolition is thereby considered to be part of the demolition activity.

**5.4: Maintaining Contact:** The applicant is required to update the Case Management Team with any changes in their status or contact information. The applicant will also need to inform the Case Management Team of any changes in information submitted about their property prior to demolition. This includes but is not limited to having a grave located on the property or anything of sentimental significance.

## **SECTION 6: APPLICATION WITHDRAWAL**

**6.1:** The applicant can at any time, up to the point of demolition, withdraw from this voluntary program. The applicant will need to complete sign and date the Withdrawal Form and return it to the Case Management Team.

**NOTE:** A copy of this form can be found on the WV Flood Recovery website or accessed by double clicking the icon below.



## **7: PROCESS OVERVIEW**

**7.1:** The process begins with application intake. The application will be considered complete upon receipt of all required documentation and original signature and dated. The ownership of the dwelling will be verified by a title search. A Duplication of Benefits document provided by Federal Emergency Management Agency (FEMA) must be reviewed and determination that no other funds were received for demolition. The WVNG will request an inspection of the property with the property owner.

**7.2:** The owner must grant permission for the inspector to enter the property. An inspection of the property will be conducted to determine property eligibility. The property inspection includes identification of hazardous material, such as household cleaners and paints, oil drums, pesticides, fuel oil, and other dangerous substances. An environmental review is conducted which includes a historical significance review

## **8: APPLICATION PROCESS**

**8.1:** Homeowners will apply directly to the WVNG for household and property eligibility determinations including the County verifying storm related damage.

**8.2:** Program recipient must provide the rationale behind the request to demolish the structure and why the program recipient does not consider rehabilitation a viable option. Demolition applications from a City/County owned or abandoned property should include a letter from the program recipient describing the municipality's condemnation process, acknowledging that condemnation proceedings followed all municipal ordinances and that the municipality has the authority to remove the subject structure. This letter should be signed by the person with authority and training to make this determination.

**8.3:** The program requires a letter from local law enforcement describing any illegal activity reported on the property.

## **9: TITLE SEARCH AND COVENANTS**

**9.1:** The Demolition Management Team will work with a licensed and certified Real Estate Law Firm to conduct Title Searches on each property. This will be used to determine actual ownership of the property and the structures located thereon. Any project identified with a lien / mortgage on the property will be ineligible. A copy of this report will be placed in the property file.

**9.2:** Each property owner will be required to fill out and sign a Covenant for their property that prohibits them from selling the property for a period of three (3) years. If the property is sold during those three (3) years, the owner agrees to refund the Program for the full amount disbursed for the demolition of said structures. Owners must also stay current on all property taxes and must maintain their property and keep it clear of any debris.

**9.2.1:** Owners with multiple properties and businesses/LLCs are limited to only submitting three (3) properties for inclusion into the Program.

**NOTE:** A copy of these forms can be found on the WV Flood Recovery website or accessed by double clicking the icon below.



## **10: WV National Guard Process**

**10.1:** Process the application intake form

**10.2:** Confirm eligibility of property

**10.3:** Confirm ownership of property and process a Covenant with the property owner.

**10.4:** The WVNG will request an inspection of the property with the property owner.

**10.5:** The WVNG will coordinate with the local building inspector to perform an inspection of the property.

**10.6:** A site inspection will be conducted to assess the condition of the property. A minimum of four (4) pictures will be taken from each corner, looking in on the property, to document its state prior to demolition.

**11.** Gather documentation for the environmental review. Conduct and complete the environmental review process.

**10.7:** Coordinate the asbestos testing and abatement if applicable.

**10.8:** Document the property meets the Clearance and Demolition documentation.

**10.9:** Confirm disconnection of utilities

**10.10:** Perform progress and final inspections

**10.11:** Process invoice payments

## **11: WV DEMOLITION TEAM RESPONSIBILITIES**

**11.1:** Site Inspection Team: During the demolition, a minimum one WV National Guard Service Member could be present at all demolition worksite locations. This service member, along with the appointed supervision, will conduct site inspections as part of the oversight process. These inspections will follow the checklist developed by the WV Department of Commerce. This team will also be responsible for oversight and documentation demolition.

**11.2:** Field Supervisor/Assistant Field Supervisor: These individuals are responsible for the leadership and management of the Site Inspections Teams. They also act as liaison between the County, State, and other Government agencies to ensure efficiency in the process to remediate the blighted properties. This management team will also act as Quality Assurance/ Quality Control of the collections, recording, and submission of all required paperwork that pertains to the demolition Any issues regarding supplies, equipment, personnel, contractors, accidents, or injuries, will be routed through these individuals.

**11.3:** Program Manager: This individual is responsible for the execution of the entire Clearance and Demolition Program.

**11.3.1:** Maintain record of all demolition at the approved demolition locations.

**11.3.2:** Ensure that contractor is following all Federal, State and Local Laws.

**11.3.3:** Provide training and equipped service members that will perform inspections.

**11.3.4:** Perform site inspections keeping track of all demolition debris coming from the approved demolition locations.

**11.3.5:** Ensure that all debris removed from the demolition sight is properly sorted and all hazardous materials are disposed of properly and in accordance to Federal, State and Local Laws.

**11.3.6:** Responsible for the Initial Site Visit along with the contractor for the environmental testing of the structures that will be demolition and assist in the measurement of the said structure.

**11.3.7:** Progress Inspections: After notice to proceed, the Site Inspection Team is responsible for periodic site visits to ensure that all work conducted is performed in the manner as described in the written specifications used to procure demolition contractors. It should be noted that the Site Inspection Teams may not always schedule progress inspections with the contractor or the Program Recipient, ensuring that the Contractors are always correctly performing their required duties.

**11.3.8:** Perform the Environmental Site Inspection worksheet on the individual properties in the assigned counties and ensure that this document gets processed and recorded.

**11.3.9:** Ensure that local law enforcement clear the structure prior to demolition and to take photographs before, during and after the demolition process and report those up the designated chain of command.

## **12: CONTRACTOR PROCESS**

**12.1:** Once the Notification to Proceed is provided, the demolition process may begin.

**12.2:** Contractors must post with Notice of Demolition and obtain permits from the applicable jurisdiction. The contractor performing the demolition should contact the respective County representatives in order to obtain the permits for that County.

**12.3** Submit properties to asbestos contractor and abate asbestos if applicable.

**12.3.1:** Contractors are required to provide their inspection reports from each property to the Department of Environmental Protection and Bureau for Public Health prior to asbestos removal or demolition.

**12.4:** Final Inspection: Final inspections are conducted before final payment to confirm completion of demolition. These inspections are conducted by the Site Inspection Team and will include 4 pictures documenting the appearance and completion of the demolition for that property.

## **13: FILE STORAGE AND CLOSEOUT PROCESS**

### **13.1: Personally, Identifiable Information**

The files containing the information on each individual property and property owner will be controlled in the regards that the information contained is in fact Personally Identifiable Information (PII). It. The counties and other organizations utilizing these records should take the necessary steps in the management and protection of these documents. This is essential for good governance and accountability of all PII used during the CDBG DR process. The WV National Guard will ensure that all PII or sensitive data will be locked in a cabinet behind two locks and at no time be left out and will at all times be in positive control while be utilized.

**13.2:** Once the demolition has been completed of the structure on the approved property the Monitor Should have the ability to assess the completion of the demolition. The contractor once all demolition has been completed is responsible for bringing the property back to its natural state and to level green space. The property should be properly filled with fill dirt, with the area leveled to reflect the surrounding natural lay of the property and both grass seed and straw laid to cover all barren areas of the property. Upon completion the property will be evaluated by the Monitor and a finished photo will be taken from all four corners of the work sight. An inspection must also be completed by the local jurisdiction. The photos taken will be reported up the chain of command and entered into the packet. The individual packet will go thru a QC process and at this time, if all documents and photos are present, be closed out and a copy given to that county EOS Director. An electronic copy will be made for historical record and the original paper copy will be filled away and considered completed.

## **14: AUDITING/ COMPLIANCE (STATE AND FEDERAL)**

**14.1:** Complete and accurate records should be kept, both paper and electronic copies of individual packets, as to have quick orderly access for the dissemination of information. A habit should be formed to periodically review as in the QC process internally to ensure that all individual case files are in order and completed. This control procedure will allow for full compliance and accuracy in the audit process. The OIG 2016 Audit Plan calls to improve HUD's execution and accountability for grant funds.

**14.2:** The WV Department of Commerce will follow the above procedures to meet Applicable Federal regulations and the Federal Register guidance. This can be found in the 24 CFR 200.

**14.3:** As per CDBG regulation, 24 CFR 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, eligibility, and construction phase of the program, the WVDO will conduct internal monitoring of processes, procedures, applications and construction phases. Monitoring is designed to make sure that program funds are operating efficiently and effectively and that Disaster Recovery CDBG funds are being used appropriately. Effective internal monitoring evaluates a program's compliance against the program requirements and procedures; and, it also identifies areas of strong performance and areas that need improvement.

**14.4:** WVDO utilizes a Monitoring Plan that details the reasons monitoring reviews occur, timelines, specific approach to monitoring, documentation requirements and corrective actions necessary to resolve issues or concerns discovered through a review. This plan details monitoring procedures, scheduling, and standards, to provide HUD-funded activity compliance and performance reviews for all funding recipients, including internal WVDO program operations. WVDO performs monitoring and compliance reviews based on risk assessments and predetermined scheduling, as well as monitoring related to an acute or chronic matter uncovered by an external audit or necessitated by the possibility of fraud, waste, or mismanagement. The monitoring process reviews consist of entrance meetings, analysis of documentation, interviews, exit meetings, development and issuance of compliance review reports, corrective action plans, and if necessary, follow up reviews and letters.

**14.5:** The monitoring process has three primary objectives:

**14.5.1:** Gauge the overall program progress and effectiveness of the contractors, State Grantees, Local Grantees and/or Subrecipients, as applicable, in meeting the program objectives, goals and requirements set forth under the Binding Agreement(s)

**14.5.2:** Serve as a management tool to identify issues that may compromise program integrity, funding, and service delivery for corrective action and resolution

**14.5.3:** Serve as a technical assistance tool to identify areas in which to strengthen program capacity and quality of service delivery

## **14.6: Monitoring Priority and Frequency**

**14.6.1:** All applications are thoroughly reviewed by Program staff during the intake and verification of benefit processing levels to ensure consistency with program documentation and data requirements. Additional monitoring is then completed at regular scheduled intervals using sample populations. WVDO's monitoring strategy includes the use of desk reviews by the WVDO program staff and onsite monitoring by the WVDO compliance staff. Identification of the entities to be monitored are done quarterly, based on the results of the risk assessments and the threshold established (i.e., percentage of funds expended, total allocation, number of projects). The monitoring reviews are prioritized so that high-risk entities are monitored first.

**14.6.2:** To initiate monitoring, the WVDO initially limits the population to those projects where 50% or more funds have been expended. Program Managers select a sample of projects to be reviewed based on number of projects and project type.

**14.7:** The complete West Virginia Monitoring Plan / Policies and Procedures (Monitoring Plan) were included in the Certification Documentation submitted to HUD. As demonstrated herein, WVDO already possesses the necessary policies, systems and procedures which formally establish the critical monitoring strategies for all cross-cutting regulatory requirements. These well-established systems include HUD program rules and regulations, civil rights, environmental, labor standards, fair housing, Section 3, citizen participation, reporting and recordkeeping requirements. Not only do the systems exist, but they have proven to be successful approaches in the oversight of projects supported with CDBG and previously allocated CDBG-DR funds. The current CDBG-DR award leverages these existing resources and adapt them to the requirements of Public Law 114-223/254 and any subsequent related guidance. Monitoring functions ensure funding recipients, developers, contract service providers, and all contracted agencies adhere to state and federal regulations and requirements when operating, facilitating, or developing WVDO administered programs and activities.

## **15: REFERENCES**

**CDBG CFR 24**

**WV Flood Tool**

**24 CFR Parts 200 to 400**

**24 CFR Parts 500 to 699**

**24 CFR Sections 92.252 / 92.254**

**CDBG DR Tool Kit**

**State Declaration from FEMA Declaration Number FEMA-4273-WV**

**Housing and Community Development Act of 1974**

## Appendix A-Demolition Process Checklist

ORDER		STEPS	ACCOUNTABLE
1		Authority to Use Grant Funds from HUD	WVNG
2		Application Intake Form: ( <i>which includes</i> )	WVNG
	a	Case Number	
	b	Applicant Name(s)	
	c	Structure Address	
	d	Applicant Contact Information	
	e	Insurance information	
	f	Structure Type(s) and property information	
	g	Previous Assistance Received	
	h	Repairs Completed	
	i	Voluntary, Unoccupied, No Rebuild Statement	
	j	Utility information	
	k	Signatures (need original signatures in file)	
3		Direct Benefits Data form	WVNG
4		Use of Personally Identifiable Information (PII) Agreement	WVNG
5		Right of Entry and Hold Harmless Agreement (need original signatures in file)	WVNG
6		Property Owner(s) Photo ID	WVNG
7		Title / Deed from Owner	WVNG
8		Copy of Previous Tax Year Paid Property Taxes	WVNG
9		Covenant (Original signature with Notary Stamp)	WVNG
10		Title Search Report (Lawyers)	Law Firm

11		2016 Storm Damage Verification Letter	Local Jurisdiction

## Appendix A continued:

ORDER		STEPS	ACCOUNTABLE
12		WV Flood Tool Parcel Map	WVNG
13		Letter of Imminent Threat <i>(meets definition of Slum and Blight per WV State code)</i>	Local Jurisdiction
	a	Must document local/state code or ordinances that the structure is in violation of, and must be signed by person with authority and training to make the determination	
14		Illegal Activity Letter	WVNG
15		Duplication of Benefits Review	WVNG
16		Environmental Record Review (ERR) <i>(must have signatures)</i>	WVNG
17		Letter of Program Eligibility-from Director	WVDO
18		Issue Notification to Proceed Letter	WVNG
19		Initial Site Inspection	WVNG/Contractor
20	a	Square Footage	WVNG/Contractor
	b	Debris Totals	
	c	Septic Tanks / Fuel Oil Tanks	
	d	Other Structures	
21		Documented disconnection of Public Utilities	WVNG/Contractor
22		Post property with demolition notice	Contractor
23		Asbestos test	Contractor

## Appendix A continued:

ORDER		STEPS	ACCOUNTABLE
24		Asbestos abatement if applicable	Contractor
25		Obtain Demolition Permit <i>(if required)</i>	Contractor
26		Debris and landfill report	WVNG/Contractor
27		Inspection report from jurisdiction	Local jurisdiction
28		Take Before, During, and After Photos	WVNG
29		Fill, level and reseed property	Contractor
30		Perform Final Inspection	WVNG
31		Submit Invoice to WVDO	Contractor
32		Submit Invoice Supporting Documentation to WVDO	WVNG
33		Place Close out Documents in Case File	WVNG
34		Close Case Management File	WVNG

## APPENDIX B – APPEALS:

During the program's operations, decisions will be made on applications and/or Program Eligibility. These decisions are made based on applicable statutes, codes of federal regulation, state and local codes and ordinances, local guidelines, and program operational procedures, as each is interpreted by the State of West Virginia.

### Ineligible Decisions

All applications are thoroughly reviewed during the intake and eligibility process to ensure applicants are eligible for the Program prior to construction. If at any point during this process it is determined that the applicant is ineligible for the Program, they are notified via a Program Ineligible Letter by the Case Management team. This letter outlines the eligibility determination made and next steps, if applicable. Applicants have sixty days from the receipt of a Program Ineligible Letter to file an Appeal if they believe the Program's eligibility determination to be inaccurate.

## **Appeals**

If an applicant wishes to appeal their Ineligible Letter, the following steps should be followed:

- Applicant sends a written appeal to  
West Virginia Development Office,  
Attn. RISE West Virginia Program Appeals Team  
Capitol Complex,  
1900 Kanawha Boulevard, E., Building 3, Suite 700  
Charleston, WV 25305.
- Appeal Letter should include date of appeal, client name, client's current mailing address, street address of the property or residence listed on application, client application identification number, copies of all supporting documentation the program should consider with your appeal, and a specific, written explanation of the reasons for the client's disagreement with the decision.
- The Appeals Coordinator will record the applicants request for Appeal via an email to Case Management as well as the Program Manager, send an Appeal Receipt Letter (See Attachment A) to the client, and schedule an appeal meeting with the Tier I Appeals Review Team.
- From the time of the appeal receipt letter, the Tier I Appeal Review Team has 30 days to either reopen the client's case or push to Tier II Appeal Review.
- The Tier I Appeals Review Team is made up of (at minimum) a representative from:
  - West Virginia Development Office, RISE Staff
  - West Virginia National Guard, Construction and Demolition Staff
  - West Virginia National Guard, Case Management Team

- If the decision is made by the Tier I Appeals Review Team to reopen the client's case, the client will receive an Appeal Approved Letter (See Attachment B) and the case will be reopened in Case Management.
- If the decision is made by the Tier I Appeal Review team that the case should not be reopened, they will then request a meeting with the Tier II Appeal Review team for further review.
- The Tier II Appeal Review Team has 30 days to review the client's case and either approve, deny, or ask for an extension.
- The Tier II Appeal Review Team is made up of (at minimum) a management level representative from:
  - West Virginia Development Office, RISE Program Manager, or CAD Director
  - West Virginia National Guard, Construction and Demolition Staff
  - West Virginia National Guard, Case Management Team
- If the decision is made by the Tier II Appeal Review Team to reopen the client's case, the client will receive an Appeal Approved Letter (See Attachment B) and the case will be reopened in Case Management.
- If the decision is made by the Tier II Review Team that the client does not meet eligibility requirements set forth under the RISE West Virginia Flood Recovery Program, then they will inform Case Management that the case will be closed, and the client will receive an Appeal Denied Letter (See Attachment C) informing them of the result of their appeal.
- If there is need for further review, the Appeals Team may request an extension of Appeal Review through an Appeal Extension Letter (See Attachment D). A final determination must be made within 30 days of an Appeal Extension Letter.

## **ATTACHMENT A TO APPENDIX B – Appeal Received Letter**

[Month Date, Year]

[WV-FL16-0####]

[Applicant Name]

[Applicant Mailing Address Line 1]

[Applicant Mailing Address Line 2]

Dear [Mr./Mrs./Ms./Miss] [Insert Applicant Name]:

This letter is an acknowledgement that we have received your official appeal regarding your denial from the RISE West Virginia Recovery Program.

The appeals process was initiated on the date of our receipt of your letter. The RISE WV Program Appeals Team will now review your entire case file and your written appeal, along with all supporting documentation.

The Appeals Team consists of representatives from the West Virginia National Guard, the Community Advancement and Development Division of the West Virginia Development Office. This team will meet in-person to make an official decision on the validity of your appeal and thereby determine whether to uphold or reverse the initial decision that your application was ruled ineligible for the RISE WV Program.

Once the RISE WV Appeals Team makes its final determination, you will receive a letter in the mail to inform you of the full appeals process and the final decision.

This entire appeals process may take up to two months to complete. If more time is required to review your case, an additional notification will be mailed to your address. No further action will be necessary at this time.

Thank you for your continued patience as the RISE WV Appeals Team takes adequate time to fully and carefully consider your appeal. In the meantime, if you have any questions or concerns, you may contact the RISE WV Service Center at 304-561-6201.

Sincerely,

Michelle Tharp Penaloza  
RISE Program Manager

## **ATTACHMENT B TO APPENDIX B – Appeal Approved Letter**

[Month Date, Year]

[WV-FL16-0####]

[Applicant Name]

[Applicant Mailing Address Line 1]

[Applicant Mailing Address Line 2]

RE: Appeal Submitted [Month Day, Year]

Dear [Mr./Mrs./Ms./Miss] [Insert Applicant Name]:

This letter is to inform you the RISE West Virginia Program Appeals Team has reached a final decision regarding your eligibility for assistance through the program.

After careful consideration of your written appeal and review of supporting information the Appeals team has approved the reopening of your case and your application for assistance will be reinstated into Case Management.

A case manager with the West Virginia National Guard will reach out to you promptly to review the next steps necessary to continue moving your case through recovery.

While this decision returns your case to Active Status, there are additional federal guidelines that govern program eligibility and you must remain in compliance with these guidelines in order to receive assistance.

We appreciate your patience throughout our review of your appeal. If you have any additional questions or concerns, you may contact the RISE WV Service Center at 304-561-6201.

Sincerely,

Jennifer Ferrell  
Interim Director  
Community Advancement and Development

## **ATTACHMENT C TO APPENDIX B – Appeal Denied Letter**

[Month Date, Year]

[WV-FL16-0#####]

[Applicant Name]

[Applicant Mailing Address Line 1]

[Applicant Mailing Address Line 2]

RE: Appeal Submitted [Month Day, Year]

Dear [Mr./Mrs./Ms./Miss] [Insert Applicant Name]:

This letter is to inform you that the RISE West Virginia Program Appeals Team has reached a final decision on your appeal request.

The RISE WV Program Appeals Team consists of representatives from the West Virginia National Guard and the Community Advancement and Development Division of the West Virginia Development Office. This team met in-person to consider your appeal and review all supporting documentation.

After thorough review and consideration, your case has been deemed ineligible according to the federal guidelines governing the program and your appeal has been denied. This decision is final.

Sincerely,

Jennifer Ferrell  
Interim Director  
Community Advancement and Development

## **ATTACHMENT D TO APPENDIX B – Appeal Extension Letter**

[Month Date, Year]

[WV-FL16-0####]

[Applicant Name]

[Applicant Mailing Address Line 1]

[Applicant Mailing Address Line 2]

RE: Appeal Submitted [Month Day, Year]

Dear [Mr./Mrs./Ms./Miss] [Insert Applicant Name]:

This letter is to inform you, that due to the unique and complex circumstances regarding your appeal, the RISE West Virginia Program Appeals Team will require additional time to complete its review.

The RISE WV Program Appeals Team consists of representatives from the West Virginia National Guard and the Community Advancement and Development Division of the West Virginia Development Office. This team met in-person on [Month Day, Year] to consider your appeal and review all supporting documentation. Additional review is needed before we can make a final determination for this case.

The RISE WV Appeals Team seeks to give your individual case the full amount of time and attention it deserves. Our team is actively reviewing your appeal to ensure that all available RISE WV Recovery Programs and federal regulations are being considered to make an accurate decision in your appeal.

Please know that your case is a top priority to the RISE WV Appeals Team, and we will mail you our final determination within 30 days from the date of this letter. If you have any additional questions or concerns, you may contact the RISE WV Service Center at 304-561-6201.

Thank you for your continued patience as we work to ensure that our decision is made carefully and correctly as we seek to abide by the federal guidelines that govern the RISE WV Recovery Program.

Sincerely,

Michelle Tharp Penaloza  
RISE Program Manager

## Appendix C – Exceptions

During the program's implementation and delivery of grant services, decisions will be made based on established policies and procedures for each program and the grants approved Action Plan. These decisions are made based on applicable statutes, codes of federal regulation, state and local codes and ordinances, local guidelines, and program operational procedures, as each is interpreted by the State of West Virginia.

The West Virginia Development Office, Community Advancement and Development (Grantee) will strive to deliver equal and fair opportunity to each individual applicant based on the guidance of established policies and procedures, at the time of grant delivery. However, the Grantee reserves the right to make exceptions from the policies and procedures in order to best serve applicants' in their recovery efforts. The Grantee will follow the governing Federal Registers for the RISE West Virginia program but will allow for exceptions.

### **Purpose**

To assist an applicant who is not eligible in accordance to the West Virginia, CDBG-DR policy, an exception may be granted if it does not alter local, State or Federal regulations. A policy exception is different from an appeal. An appeal is based on a disagreement with an award or eligibility decision. A policy exception occurs when an applicant is not eligible in accordance to policy but may still be determined eligible based on other types of documentation or circumstances not anticipated by the current policy. For example, an applicant may not have had a water bill in their name, but has a good justification for that bill being in another person's name and other bills or documents are in the applicants name such as the cable bill, voter's registration, or driver's license. This would be an exception to the current policy related to occupancy but may still achieve the purpose of verifying occupancy.

### **Request**

A request for an exception to the Action Plan and the program policies and procedures will be initiated by the case manager or CDBG-DR program specialist.

### **The Case Manager/CDBG-DR Program Specialist**

- Needs to obtain any supporting documentation demonstrating that the applicant is eligible.
- Will collect the documentation to support the exception and complete the policy exception form.

**Case Management Supervisor/CDBG-DR Program Manager**

- The forms and documents for justification will be presented to the Case Management Supervisor (CMS)/CDBG-DR Program Manager.
- The CMS/PM will request additional documents from the case manager assigned to the file if needed.
- The CMS/PM will review the request and recommend accepting or denying the exception.
- The case manager/program specialist may be required to answer any questions pertaining to the case.
- After review, the CMS/PM agree to the exception, both will sign the exception form as approved. The applicant will then proceed through the process as any other eligible applicant.
- If the applicant is deemed ineligible, the CMS/PM will sign and mark the exception as disapproved.
- The determination will be sent back to the requestor.

Each Subrecipient or Contractor will maintain a spreadsheet of all their exception files with the outcomes; the approval or disapproval determination form will also be saved in the applicant's file.

## Appendix D

Ver. 3

### West Virginia CDBG-DR Demolition Intake Form

Today's Date: / /

Case Number:

#### Applicant (Property Owner) Information

First Name:  Middle Name:  Last Name:

Current Address:

City:  Zip:  County:

Address of damaged property:

City:  Zip:  County:

Phone Number:  (Cell Phone: ☐ Yes / ☐ No) Alt. Phone:  (Cell: ☐ Yes / ☐ No)

Email Address:

Best way to contact you: ☐ Phone ☐ Email ☐ Mail

Alias Name (if applicable):

Date of Birth (mm/dd/yyyy): / /  Social Security #: - -

Gender ☐ Male ☐ Female **\*\*Attach Copy of Photo ID**

#### Residence Type / Tax Information / Ownership

What type of residence is this property? ☐ Single Family Home ☐ Mobile Home ☐ Commercial

Are all state, local and other taxes related to this property paid and up to date? ☐ Yes ☐ No

Name on tax records:

If there are special circumstances regarding ownership (i.e., death of owner, property trust, etc.) or are there other legal considerations, please describe:

<input type="text"/>
<input type="text"/>
<input type="text"/>

Ver. 3

#### Additional Property Information

Do you have deed on the property? ☐ Yes ☐ No Name on deed: \_\_\_\_\_

Do you have title to mobile home? ☐ Yes ☐ No Name on title: \_\_\_\_\_

Do you currently have a mortgage and/or equity line of credit on the damaged property? ☐ Yes ☐ No

Are you currently in a rent to own agreement? ☐ Yes ☐ No

Mortgage/Rent to Own holder Name: \_\_\_\_\_ Contact #: \_\_\_\_\_

Is there a Septic Tank on the property? ☐ Yes ☐ No (if unsure leave blank)

Is there a Well on the property? ☐ Yes ☐ No (if unsure leave blank)

Does the property have a Basement? ☐ Yes ☐ No

#### Insurance Information

Did you have Homeowner insurance? ☐ Yes ☐ No Amount Received \_\_\_\_\_

Did you have National Flood Insurance? ☐ Yes ☐ No (Attach Copy)

Amount Received \_\_\_\_\_ Is your policy active? ☐ Yes ☐ No

#### FEMA / SBA / Private Insurance / Assistance Received

Did you receive FEMA grant money? ☐ Yes ☐ No Amount Received \_\_\_\_\_

Residence in flood plain? ☐ Yes ☐ No ☐ Unknown

Event-related assistance from SBA? ☐ Yes ☐ No Status: \_\_\_\_\_ (paying, denied, did not use)

Other assistance received (i.e., insurance settlement, volunteer work, or other agency)

\_\_\_\_\_

Did you receive any other types of assistance for repairs to your home or property (examples include but not limited to: Red Cross, Salvation Army, Community Foundation, Jewish Family Services etc.):

Assistance Type	Amount

### Repairs Completed

Have you made any repairs to the house/property since the June 2016 flood? ☐ Yes ☐ No

If yes, please list what repairs have been completed and the financial source of the repair:

Repair Activity	Cost	Financial Source

### Narrative


I,  hereby request that the structure(s) identified at the address above be voluntarily enrolled in the Clearance and Demolition Program, for the purpose of Demolishing the structure(s) and removing the debris from the property above. I understand that I will not have a new home built on my property by this program and that I do not wish to have a new home built on my property by the RISE WV Program.

Applicant Name: <input type="text"/>	Date: <input type="text"/>
Applicant Signature: <input type="text"/>	Date: <input type="text"/>
Witness Name: <input type="text"/>	Date: <input type="text"/>
Witness Signature: <input type="text"/>	Date: <input type="text"/>

Case number:

Name:

Damaged Address:

The homeowner is responsible for notifying all the utility providers that the home will be demolished. Please indicate the name of service provider, account number (if Known) and indicate if the service has been disconnected. If the service(s) have not been cancelled, disconnected, or removed from the property, please indicate. All utilities must be disconnected before demolition can occur.

☐ **Water** Has Been disconnected.

Provider Name:

☐ N/A if you have a private well. Do you request the it to be capped Yes ☐ or No ☐

☐ **Electricity** Has been disconnected

Provider Name:

☐ **Sewer** Has been disconnected. ☐ N/A if you have a septic tank

Provider Name:

☐ **Gas** Has been disconnected. Check here if no gas service at property ☐

Provider Name:

☐ Is there a propane tank located on the property? Yes ☐ or No ☐

Provider Name:

☐ **Telephone** Has been disconnected.

Provider Name:

**Structures to be demolished and removed from the property.**

Structure 1 Description:

Structure 2 Description:

Structure 3 Description:

Structure 4 Description:

Notes:

**What should not be removed from property? Detail description**

Structure 1 Description:

Structure 2 Description:

Notes:

Homeowner Signature: \_\_\_\_\_ Date:

If information was obtained via phone check here: ☐

Case Manager Signature: \_\_\_\_\_ Date:

DIRECT BENEFIT DATA		
APPLICANT'S NAME:		
	YES/NO	
PRIMARY RESIDENCE ADDRESS:		COUNTY:
LOW INCOME 0-50%		
MOD INCOME 51-80%		
FEMALE HEADED HOUSEHOLD		
OWNER		
RENTER		
HISPANIC/LATINO		
RACE: American Indian or Alaska Native, Asian Black or African American, Native Hawaiian or Other Pacific Islander, or White		
Case Manager:		

For further information, please contact CDBG-DR Program Manager, Michelle Tharp Penaloza, at [Michelle.D.Tharp@wv.gov](mailto:Michelle.D.Tharp@wv.gov) or (304) 558-2234.

## LETTER OF AGREEMENT FOR THE USE OF PII

Date:  (Month, Date, and Year)

Case ID:

County:

Applicant Name:

I agree to allow the State of West Virginia, WVARNG, HUD, FEMA, County representatives and other organizations as deems necessary to use my personal information requested by the said parties and willingly given by me to be used in the Slum & Blight Program.

Signature: \_\_\_\_\_

Witness: Name:

Signature: \_\_\_\_\_

**RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT-WV RISE CLEARANCE AND DEMOLITION**

Ownership Interest and Grant of Right and Blight of Entry for Slum and Blight.

The undersigned hereby certifies they/he/she area/is the owner(s) with authority to grant access to the property or authorized agent of such person, at (address) \_\_\_\_\_ (“Property”) and do(es) hereby authorize the County of \_\_\_\_\_, the State of West Virginia, and the United States of America, WV ARNG, their agents, successors and assigns, contractors and subcontractors (collectively, the “Slum and Blight Entities”) to have the right of access and to enter the property for purposes of performing demolition of structures determined unsafe.

- The undersigned certifies that no mortgage exists on said property.
- The undersigned certifies that no other liens or encumbrances exist on said property.

Government Not Obligated; No Expense Except For Insurance Proceeds

It is fully understood that this Right-Of-Entry does not create an obligation of the Slum and Blight Entities to perform debris removal and/or demolition. If determined necessary in accordance with Federal, State, and local regulations, debris removal/demolition of unsafe structures will be conducted at no expense to the property owner(s) on the above described property by personnel authorized by the State of West Virginia, although insurance reimbursement, compensation, or other proceeds paid to the property owner(s) for these activities resulting from the disaster-caused must be handled as set out below.

Government Indemnified and Held Harmless

The property owner(s) hereby agree to indemnify and hold harmless Entities for any damage of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned property owner(s) has (have), or ever might or may have, by reason of any action of aforesaid Slum and Blight Entities taken to accomplish the aforementioned debris removal/demolition.

Avoidance of Duplication of Benefits: Reporting Money Received

The undersigned understands and acknowledges that receipt of compensation or reimbursement for performance of aforementioned activities from any source, including FEMA, the U.S. Small Business Administration, insurance (flood, homeowner’s, commercial, private, NFIP, or otherwise), an individual and family grant program or any other public assistance program that could constitute a duplication of benefits prohibited by federal law. In the event the undersigned receives any compensation from any source for the performance of the aforementioned activities on this property, or becomes aware that any other party has received such compensation, the undersigned will report it to the local County Office of Emergency Services (OES) and a Slum and blight case manager at 304-561-6201. This avoidance of duplication of benefits includes using reasonable efforts to pursue a claim for insurance or benefits available from another source, if available, and to report any such compensation or reimbursement when received.

Insurance Information – Flood, Homeowner's, or Other

- The undersigned certifies there was not insurance coverage on the property during the June 2016 flooding event.
- The undersigned certifies there is/was insurance coverage on the property and my signature on this Right of Entry authorizes the following insurer(s) or agent(s) to release information relation to my coverage and payments for debris removal/demolition activities to the City/County identified herein and/or to the State of West Virginia and/or agencies of the government of the United States of America, including FEMA. Please fill out all applicable insurance information.

Homeowner's Insurance:	Flood Insurance:	Other Insurance:
Company: <input type="text"/>	<input type="text"/>	<input type="text"/>
Policy: <input type="text"/>	<input type="text"/>	<input type="text"/>
Claim: <input type="text"/>	<input type="text"/>	<input type="text"/>

NFIP Insurance? ☐ Yes ☐ No

Signature(s) and Witnesses

Property Owner(s) Authorized Agent

Privacy Act Statement: The Property Owner(s) Authorized Agent acknowledge(s) that information submitted will be shared with other government agencies, federal and nonfederal, WV ARNG, and contractors, their subcontractors and employees for purposes of disaster relief management and for the objectives of this Right of Entry. This form is signed in order to allow access to perform debris removal/ and/or demolition operations at part of the Slum and Blight program, on the above-mentioned property and authorize the release of insurance policy and claim information and to clear any 3<sup>rd</sup> party interests in the subject structures.

For considerations and purposes set forth herein, I/we hereby agree to the conditions above on  day of , 20.

Property Owner/Owner's Authorized Agent:

<input type="text"/>	<input type="text"/>
(Print Name)	(Signature)

Current Address:

Current Telephone:  Alternate Telephone:

**Please Provide a Copy of the following**

Photo ID

Title

DEED

Property Tax Doc

APPENDIX E:

## CLEARANCE AND DEMOLITION PROGRAM WITHDRAWAL AUTHORIZATION

Date: \_\_\_\_\_ (Month, Date, and Year)

Case ID: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Damaged address \_\_\_\_\_

\_\_\_\_\_

Current Mailing Address \_\_\_\_\_

\_\_\_\_\_

I request my application to participate in the Clearance and Demolition Program be withdrawn. I no longer want to have my property on this list.

Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

APPENDIX F

**THREE-YEAR DECLARATION OF COVENANTS AND RESTRICTIONS**

**West Virginia Development Office – Community Advancement and Development**

**U.S Department of Housing and Urban Development Community Development Block Grant—  
Disaster Recovery**

**Disaster Recovery Clearance and Demolition Program**

**Date:** (Complete)

**Owner:** (Name)

**Property Address:** (Complete)

**Expiration/Anniversary Date:** Three years from demolition final inspection date

WHEREAS, the undersigned *(insert name of owner(s) here)* \_\_\_\_\_  
 (“OWNER(S)”), of subject property at *(insert full damaged property address here)* \_\_\_\_\_ (“PROPERTY”) is the owner of certain real property located in the City/Township/Town of *(insert name of municipality here)* \_\_\_\_\_, County of *(insert name of county here)* \_\_\_\_\_, State of West Virginia, and

WHEREAS, OWNER has signed a Grant Award with the WV Development Office (WVDO), which provides for a Demolition Grant Award funded by Community Development Block Grant Disaster Recovery (“CDBG-DR”) monies; and

WHEREAS, OWNER has agreed to the imposition of certain covenants and restrictions as required in order to receive the Grant Award.

**NOW, THEREFORE**, for and in consideration of the Grant Award with the WV Development Office the receipt and sufficiency of which is hereby acknowledged, OWNER does hereby make, declare and publish the following covenants and restrictions, all of which shall be covenants running with the Property, and the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth until released as set forth herein:

- 1) The Term of this Agreement is Three Years from the Demolition Final Inspection.
- 2) Clearance and demolition activities undertake through the Program meet HUD national objective slum and blight as set forth under the State’s HUD-approved Action Plan. The intent of the policies and procedures supporting these activities are to achieve the national objective by providing non-discriminatory race-neutral relief, while causing no disparate impact to the beneficiaries of the program.

- 3) Owner agrees to Program requirement for the repayment of the Demolition Grant Award in the total amount whenever the Property is sold or transferred within three years of the date of the final inspection.
- 4) Building any structure on subject property identified in the Floodway is prohibited. Subject property must be maintained greenspace and clean of any debris.
- 5) Subject property outside or inside of the identified 100-year or 500-year floodplain, may be utilized within the three-year restriction as greenspace or any purposeful space that provides public access for all following NEPA requirements. Examples of permissible usages include a community park, community outside markets to support local goods, kayak launching site, or other recreational uses. Subject property may not be used for general conduct of government affairs/business.
- 6) Upon the third anniversary date, and if all conditions of the Program rules and regulations have been satisfactorily followed, the Covenants and Restrictions will be released. In addition to the above, in the event of noncompliance with the terms and conditions herein, the WV Development Office may avail itself of any and all legal remedies to enforce the within terms and conditions.
- 7) The Program will file and record this Declaration in the County Recorder's office for the County in which the Property is located for all applicants.
- 8) This Declaration imposes no other obligations or restrictions upon the OWNER, their successors, assigns, licensees, and any party claiming under OWNER from utilizing the Property in such lawful manner as they may deem desirable with the exception of the terms and conditions contained herein.

This Declaration shall be binding upon OWNER.

**IN WITNESS WHEREOF**, OWNER has duly executed this Declaration as of the date first above written.

WITNESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE for OWNER  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
WV DEVELOPMENT OFFICE

\_\_\_\_\_

\_\_\_\_\_  
NAME and TITLE

\_\_\_\_\_  
NAME and TITLE

\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

STATE OF WEST VIRGINIA     )

) ss:

COUNTY OF \_\_\_\_\_ )

**I CERTIFY** that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, \_\_ (insert names of all owners here)  
\_\_\_\_\_, personally came before me, and this person(s) acknowledged  
under oath, to my satisfaction, that: he/she is named in and personally signed this document; and he/she signed,  
sealed, and delivered this document as his/her act and deed.

\_\_\_\_\_

APPENDIX G

**THREE-YEAR DECLARATION OF COVENANTS AND RESTRICTIONS**  
**West Virginia Development Office – Community Advancement and Development**

**U.S Department of Housing and Urban Development Community Development Block Grant—  
Disaster Recovery**

**Disaster Recovery Clearance and Demolition Program**

**Date:** (Complete)

**Owner/LLC:** (Name)

**Property Address:** (Complete)

**Expiration/Anniversary Date:** Three years from demolition final inspection date

WHEREAS, the undersigned *(insert name of owner(s) here)* \_\_\_\_\_  
 (“OWNER(S)/LLC”), of subject property at *(insert full damaged property address here)* \_\_\_\_\_ (“PROPERTY”) is the owner of certain real property located in the City/Township/Town of *(insert name of municipality here)* \_\_\_\_\_, County of *(insert name of county here)* \_\_\_\_\_, State of West Virginia, and

WHEREAS, OWNER/LLC has signed a Grant Award with the WV Development Office (WVDO), which provides for a Demolition Grant Award funded by Community Development Block Grant Disaster Recovery (“CDBG-DR”) monies; and

WHEREAS, OWNER/LLC has agreed to the imposition of certain covenants and restrictions as required in order to receive the Grant Award.

**NOW, THEREFORE,** for and in consideration of the Grant Award with the WV Development Office the receipt and sufficiency of which is hereby acknowledged, OWNER/LLC does hereby make, declare and publish the following covenants and restrictions, all of which shall be covenants running with the Property, and the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth until released as set forth herein:

- 9) The Term of this Agreement is Three Years from the Demolition Final Inspection.
- 10) Clearance and demolition activities undertake through the Program meet HUD national objective slum and blight as set forth under the State’s HUD-approved Action Plan. The intent of the policies and procedures supporting these activities are to achieve the national objective by providing non-discriminatory race-neutral relief, while causing no disparate impact to the beneficiaries of the program.

- 11) Owner/LLC shall be eligible to receive Demolition Grant Awards for a maximum of three properties. Any individuals associated with the LLC will not be eligible to receive a Demolition Grant Award for a privately-owned property.
- 12) Owner/LLC shall pay when due all taxes and assessments, general or special, and other obligations which may be levied or assessed upon, or which may be asserted as a lien on, the Property or which, if not paid, may be asserted as a lien on the Property.
- 13) Owner/LLC agrees to Program requirement for the repayment of the Demolition Grant Award in the total amount whenever the Property is sold or transferred within three years of the date of the final inspection.
- 14) Building any structure on subject property identified in the Floodway is prohibited. Building any structure on subject property identified in the 100-year or 500-year floodplain must comply with all state and local elevation standards before a new structure can be emplaced.
- 15) Subject property must be maintained greenspace and clean of any debris.
- 16) Upon the third anniversary date, and if all conditions of the Program rules and regulations have been satisfactorily followed, the Covenants and Restrictions will be released. In addition to the above, in the event of noncompliance with the terms and conditions herein, the WV Development Office may avail itself of any and all legal remedies to enforce the within terms and conditions.
- 17) The Program will file and record this Declaration in the County Recorder's office for the County in which the Property is located for all applicants.
- 18) This Declaration imposes no other obligations or restrictions upon the OWNER/LLC, their heirs, grantees, successors, assigns, licensees, and any party claiming under OWNER from utilizing the Property in such lawful manner as they may deem desirable with the exception of the terms and conditions contained herein.

This Declaration shall be binding upon OWNER/LLC.



**THREE-YEAR DECLARATION OF COVENANTS AND RESTRICTIONS**

**West Virginia Development Office – Community Advancement and Development**

**U.S Department of Housing and Urban Development Community Development Block Grant—  
Disaster Recovery**

**Disaster Recovery Clearance and Demolition Program**

**Date:** (Complete)

**Owner:** (Name)

**Property Address:** (Complete)

**Expiration/Anniversary Date:** Three years from demolition final inspection date

WHEREAS, the undersigned (*insert name of owner(s) here*) \_\_\_\_\_  
 (“OWNER(S)”), of subject property at (*insert full damaged property address*  
*here*) \_\_\_\_\_ (“PROPERTY”) is the owner of certain real property  
 located in the City/Township/Town of (*insert name of municipality here*) \_\_\_\_\_, County  
 of (*insert name of county here*) \_\_\_\_\_, State of West Virginia, and

WHEREAS, OWNER has signed a Grant Award with the WV Development Office (WVDO), which  
 provides for a Demolition Grant Award funded by Community Development Block Grant Disaster  
 Recovery (“CDBG-DR”) monies; and

WHEREAS, OWNER has agreed to the imposition of certain covenants and restrictions as required in order  
 to receive the Grant Award.

**NOW, THEREFORE,** for and in consideration of the Grant Award with the WV Development  
 Office the receipt and sufficiency of which is hereby acknowledged, OWNER does hereby make, declare  
 and publish the following covenants and restrictions, all of which shall be covenants running with the  
 Property, and the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants  
 and restrictions hereinafter set forth until released as set forth herein:

- 19) The Term of this Agreement is Three Years from the Demolition Final Inspection.
- 20) Clearance and demolition activities undertake through the Program meet HUD national  
 objective slum and blight as set forth under the State’s HUD-approved Action Plan. The intent  
 of the policies and procedures supporting these activities are to achieve the national objective  
 by providing non-discriminatory race-neutral relief, while causing no disparate impact to the  
 beneficiaries of the program.

- 21) Owner shall be eligible to receive Demolition Grant Awards for a maximum of three properties identified in the same zip code.
  - 22) Owner shall pay when due all taxes and assessments, general or special, and other obligations which may be levied or assessed upon, or which may be asserted as a lien on, the Property or which, if not paid, may be asserted as a lien on the Property.
  - 23) Owner agrees to Program requirement for the repayment of the Demolition Grant Award in the total amount whenever the Property is sold or transferred within three years of the date of the final inspection.
  - 24) Building any structure on subject property identified in the Floodway is prohibited. Building any structure on subject property identified in the 100-year or 500-year floodplain must comply with all state and local elevation standards before a new structure can be emplaced.
  - 25) Subject property must be maintained greenspace and clean of any debris.
  - 26) Upon the third anniversary date, and if all conditions of the Program rules and regulations have been satisfactorily followed, the Covenants and Restrictions will be released. In addition to the above, in the event of noncompliance with the terms and conditions herein, the WV Development Office may avail itself of any and all legal remedies to enforce the within terms and conditions.
  - 27) The Program will file and record this Declaration in the County Recorder's office for the County in which the Property is located for all applicants.
  - 28) This Declaration imposes no other obligations or restrictions upon the OWNER, their heirs, grantees, successors, assigns, licensees, and any party claiming under OWNER from utilizing the Property in such lawful manner as they may deem desirable with the exception of the terms and conditions contained herein.
- This Declaration shall be binding upon OWNER, their grantees, heirs, and assigns.

**IN WITNESS WHEREOF**, OWNER has duly executed this Declaration as of the date first above written.

WITNESS: \_\_\_\_\_

\_\_\_\_\_

OWNER SIGNATURE  
AUTHORIZED SIGNATURE

WV DEVELOPMENT OFFICE

\_\_\_\_\_

OWNER NAME (PRINT) and DATE

NAME and TITLE

\_\_\_\_\_

CO OWNER SIGNATURE

DATE

CO OWNER NAME (PRINT) and DATE

STATE OF WEST VIRGINIA )

) ss:

COUNTY OF \_\_\_\_\_ )

**I CERTIFY** that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, \_\_ (insert names of all owners here)  
\_\_\_\_\_, personally came before me, and this person(s) acknowledged  
under oath, to my satisfaction, that: he/she is named in and personally signed this document; and he/she signed,  
sealed, and delivered this document as his/her act and deed.

\_\_\_\_\_

**THREE-YEAR DECLARATION OF COVENANTS AND RESTRICTIONS**

**West Virginia Development Office – Community Advancement and Development**

**U.S Department of Housing and Urban Development Community Development Block Grant—  
Disaster Recovery**

**Disaster Recovery Clearance and Demolition Program**

**Date:** (Complete)

**Owner:** (Name)

**Property Address:** (Complete)

**Expiration/Anniversary Date:** Three years from demolition final inspection date

WHEREAS, the undersigned (*insert name of owner(s) here*) \_\_\_\_\_  
 (“OWNER(S)”), of subject property at (*insert full damaged property address*  
*here*) \_\_\_\_\_ (“PROPERTY”) is the owner of certain real property  
 located in the City/Township/Town of (*insert name of municipality here*) \_\_\_\_\_, County  
 of (*insert name of county here*) \_\_\_\_\_, State of West Virginia, and

WHEREAS, OWNER has signed a Grant Award with the WV Development Office (WVDO), which  
 provides for a Demolition Grant Award funded by Community Development Block Grant Disaster  
 Recovery (“CDBG-DR”) monies; and

WHEREAS, OWNER has agreed to the imposition of certain covenants and restrictions as required in order  
 to receive the Grant Award.

**NOW, THEREFORE,** for and in consideration of the Grant Award with the WV Development  
 Office the receipt and sufficiency of which is hereby acknowledged, OWNER does hereby make, declare  
 and publish the following covenants and restrictions, all of which shall be covenants running with the  
 Property, and the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants  
 and restrictions hereinafter set forth until released as set forth herein:

- 29) The Term of this Agreement is Three Years from the Demolition Final Inspection.
- 30) Clearance and demolition activities undertake through the Program meet HUD national  
 objective slum and blight as set forth under the State’s HUD-approved Action Plan. The intent  
 of the policies and procedures supporting these activities are to achieve the national objective  
 by providing non-discriminatory race-neutral relief, while causing no disparate impact to the  
 beneficiaries of the program.

- 31) Owner shall pay when due all taxes and assessments, general or special, and other obligations which may be levied or assessed upon, or which may be asserted as a lien on, the Property or which, if not paid, may be asserted as a lien on the Property.
- 32) Owner agrees to Program requirement for the repayment of the Demolition Grant Award in the total amount whenever the Property is sold or transferred within three years of the date of the final inspection, an exception to this clause will apply to the following situation along with supported documentation:
- (i) In the event of the death of the owner, subject property may be sold or transferred by the applicant's estate and/or beneficiaries.
- 33) Building any structure on subject property identified in the Floodway is prohibited. Building any structure on subject property identified in the 100-year or 500-year floodplain must comply with all state and local elevation standards before a new structure can be emplaced.
- 34) Subject property must be maintained greenspace and clean of any debris.
- 35) Upon the third anniversary date, and if all conditions of the Program rules and regulations have been satisfactorily followed, the Covenants and Restrictions will be released. In addition to the above, in the event of noncompliance with the terms and conditions herein, the WV Development Office may avail itself of any and all legal remedies to enforce the within terms and conditions.
- 36) The Program will file and record this Declaration in the County Recorder's office for the County in which the Property is located for all applicants.
- 37) This Declaration imposes no other obligations or restrictions upon the OWNER, their heirs, grantees, successors, assigns, licensees, and any party claiming under OWNER from utilizing the Property in such lawful manner as they may deem desirable with the exception of the terms and conditions contained herein.
- This Declaration shall be binding upon OWNER, their grantees, heirs, and assigns.

